

NORTHFIELD TOWNSHIP BOARD AGENDA
***** NOTICE OF SPECIAL MEETING *****
September 27, 2016 - - 6:30PM
8350 Main Street

CALL TO ORDER
PLEDGE/INVOCATION
ROLL CALL
ADOPT BALANCE OF AGENDA
CALL TO THE PUBLIC
BOARD MEMBER COMMENTS
CORRESPONDENCE and ANNOUNCEMENTS

AGENDA ITEMS:

1. Closed Session: To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained., pursuant to MCL 15.268(8)(d) +
2. Possible action as a result of Closed Session +

2nd CALL TO THE PUBLIC
BOARD MEMBER COMMENTS
ADJOURNMENT

* Denotes previous backup; + denotes no backup in package

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act) MCLA 41.72A (2) (3) and the Americans with Disabilities Act. (ADA) individuals with disabilities requiring auxiliary aids or services should contact the Northfield Township Office, (734-449-2880) seven days in advance.

NORTHFIELD TOWNSHIP BOARD AGENDA
September 27, 2016 - - 7:00 PM
8350 Main Street, 2nd Floor

CALL TO ORDER
PLEDGE/INVOCATION
ROLL CALL
ADOPT BALANCE OF AGENDA
CALL TO THE PUBLIC
BOARD MEMBER COMMENTS
CORRESPONDENCE AND ANNOUNCEMENTS

AGENDA ITEMS

1. Acceptance of Barker Road Non-Motorized Path Easement: 375 Barker Rd.
2. Assessing Contract
3. Pontiac Trail Non-Motorized Path Feasibility Study
4. MMT Case Wayne A Thelen vs. Township of Northfield +

DISCUSSION ITEMS

1. WATS Resolution for transit in SE Michigan
2. Driftwood Marina/75 Barker Parking Proposal

2nd CALL TO THE PUBLIC
BOARD MEMBER COMMENTS
ADJOURNMENT

* Denotes previous backup; + denotes no backup in package

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NORTHFIELD TOWNSHIP

MEMO

To: Northfield Township Board
From: Howard Fink
Date: 9/21/2016
Re: Non-Motorized Path Easement for 375 Barker Rd.

Dear Township Board,

Included is the easement and easement exhibit for 375 Barker Rd. This is one of the two easements we have received for Phase 3 of the Non-Motorized Path. This easement needs acceptance from the Board.

Sincerely,



Howard Fink, Township Manager

**PERMANENT NON-EXCLUSIVE EASEMENT FOR PUBLIC SIDEWALK AND/OR
PATHWAY AND PUBLIC INGRESS AND EGRESS**

This Permanent Non-Exclusive Easement for Public Sidewalk and/or Pathway and Public Ingress and Egress (“Easement”) is made this 1st day of March, 2016, by and between Kathy Cremin, whose address is 375 Barker Road, Whitmore Lake, Michigan 48189 (hereinafter referred to as the “OWNER”) and the **TOWNSHIP OF NORTHFIELD**, whose address is 8350 Main Street, Suite A, Whitmore Lake, Michigan 48189, a Michigan municipal corporation (hereinafter referred to as the “TOWNSHIP”) who agree as hereinafter set forth:

WHEREAS, the TOWNSHIP proposes to install a non-motorized pathway upon OWNER’S property in accordance with and as part of the Northfield Barker Road Non-Motorized Path, Phase III Project;

WHEREAS, in order to construct said improvements it is necessary for the TOWNSHIP and/or its agents, licensees and contractors to enter upon a portion of the lands owned by OWNER to complete the construction;

WHEREAS, OWNER is the holder of marketable title to the property legally described as follows:

Beginning at a point on the East and West ¼ line of Section 6, T1S, R6E, Northfield Township, Washtenaw County, Michigan, said point being located 1807.63 feet due West of the East ¼ corner of said Section and running South 00 degrees 36’ East 396.02 feet; thence due West 120 feet; thence North 00 degrees 36’ West 396.02 feet to the East and West ¼ line of Section 6; thence due East along said ¼ line 120 feet to the Point of Beginning.

WHEREAS, OWNER has agreed to allow the TOWNSHIP and/or its agents, licensees and contractors, to enter a portion of OWNER’S property to construct and complete the improvements contemplated herein; and

WHEREAS, the Easement is depicted and described in the attached Exhibit A drawing as prepared by Tetra Tech, Barker Road Non-Motorize Path - Phase 3 Project;

NOW THEREFORE, for the consideration of Two Thousand Five Hundred Dollars (\$2,500.00), it is agreed as follows:

1. OWNER hereby conveys and warrants to the TOWNSHIP a permanent, non-exclusive easement for public use upon and across and under the real estate which is situated in the Township of Northfield, County of Washtenaw, State of Michigan, more particularly described in Tetra Tech, Barker Road Non-Motorize Path - Phase 3 Project, Exhibit A attached hereto, including but not limited to, installation, maintenance, and repair of a public sidewalk and/or pathway, and appurtenances and equipment thereto; and use for non-motorized pedestrian and vehicular traffic.

2. The TOWNSHIP, its agents, employees, successors or assigns shall have the further right to enter upon sufficient land adjacent to the real estate which is the subject of the Easement for the purpose of installing, maintaining, repairing or replacing such of the improvements set forth above as the TOWNSHIP chooses to construct.

3. The improvements located within the Easement, which may include, but not be limited to, a sidewalk and/or pathway, will be owned by the TOWNSHIP.

4. The OWNER represents that it is the holder of marketable title to the real estate which is the subject of the Easement and has the authority to grant the Easement to the TOWNSHIP.

5. The OWNER acknowledges that the TOWNSHIP, by accepting the easements set forth herein, has no obligation to make any improvements other than those which presently exist in, over or upon the real estate which is the subject of the easements or any other real estate.

6. The TOWNSHIP acknowledges that the OWNER shall have no affirmative duty or obligation to maintain, repair and/or replace any improvements that may be constructed by the TOWNSHIP on the property depicted and described on Exhibit A, attached hereto.

7. It is further acknowledged that the OWNER shall not construct any building or structure within the Easement as depicted and described on Exhibit A attached.

8. The Easement shall run with the land and shall be binding on the OWNER, their tenants, heirs, successors or assigns.

9. This conveyance is exempt from any revenue tax by virtue of MCL 207.505, Section 5(a) and MCL 207.526, Section 6(a).

OWNER

Kathy Cremin

BY: Kathy Cremin

STATE OF Michigan)
)SS
COUNTY OF Washtenaw)

On this 15th day of MARCH, 2016, before me, a Notary Public, in and for said County and State, personally appeared Kathy Cremin, and acknowledged said instrument to be their free act and deed.

SUSANNA HAMILTON
Notary Public, State of Michigan
County of Livingston
My Commission Expires Jun. 29, 2020
Acting in the County of Washtenaw

Susanna Hamilton

, Notary Public

LIVINGSTON County, Michigan
Acting in Washtenaw County
My Commission expires: 06/29/2020

Tax Identification No. B-02-06-400-025

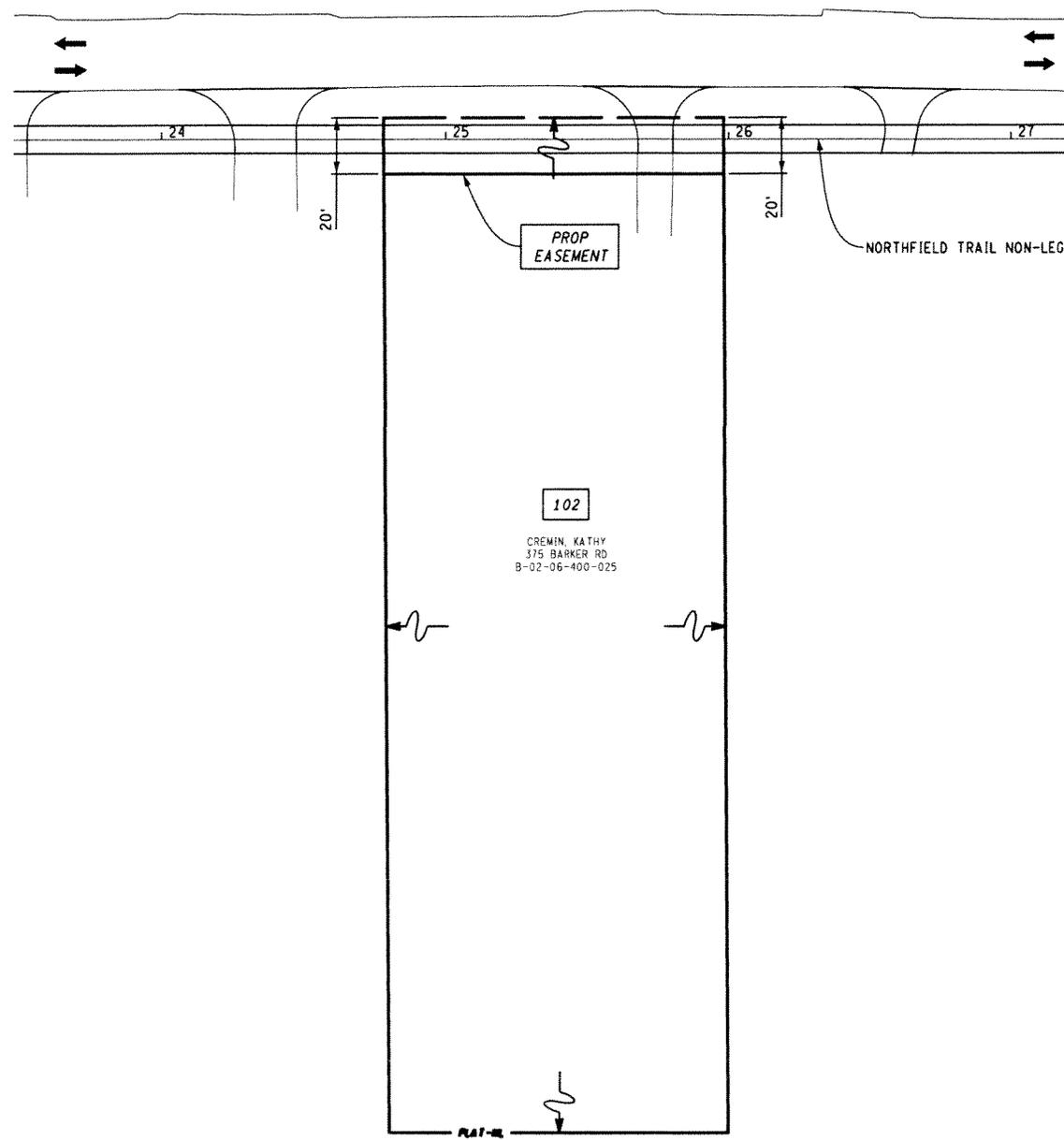
Recording fee: _____

PREPARED BY AND WHEN
RECORDED RETURN TO:

BRADFORD L. MAYNES (P68319)
Attorney at Law
LAW OFFICE OF PAUL E. BURNS
133 West Grand River Avenue
Brighton, Michigan 48116
(810) 227-5000

BARKER RD

BARKER RD



PROP EASEMENT

NORTHFIELD TRAIL NON-LEGAL ALI

102

CREMIN, KATHY
375 BARKER RD
B-02-06-400-025

PLAT-8



A NONEXCLUSIVE EASEMENT FOR CONSTRUCTION, MAINTENANCE AND PUBLIC USE OF A NONMOTORIZED PATH, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWN 1 SOUTH, RANGE 6 EAST, NORTHFIELD TWP., WASHTENAW COUNTY MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 6, THENCE ALONG THE EAST-WEST 1/4 LINE, S.88°13'34"W., 1807.46' (SAID LINE LOCATED APPROXIMATELY 10.6' NORTH OF PHYSICAL CENTERLINE OF BARKER RD., VARIABLE WIDTH); THENCE LEAVING THE EAST-WEST 1/4 LINE, S.2°22'26"E., 33.00' TO THE SOUTH RIGHT-OF-WAY OF BARKER RD., AND THE POINT OF BEGINNING OF EASEMENT, SAID POINT ALSO THE NORTHEAST CORNER OF PARCEL B-02-06-400-025; THENCE LEAVING SAID RIGHT-OF-WAY, ALONG THE EAST LINE OF PARCEL B-02-06-400-025, S.2°22'26"E., 20.00'; THENCE LEAVING THE EAST LINE OF SAID PARCEL, S.88°13'34"W., 119.99' TO THE WEST LINE OF PARCEL B-02-06-400-025; THENCE ALONG THE WEST LINE OF SAID PARCEL, N.2°22'26"W., 20.00' TO THE SOUTH RIGHT-OF-WAY OF BARKER ROAD, AND THE NORTHWEST CORNER OF PARCEL B-02-06-400-025; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF BARKER RD., N.88°13'34"E., 119.99' TO THE POINT OF BEGINNING, CONTAINING 0.055 ACRES, MORE OR LESS.

BASIS OF BEARING AND DATUM FOR THIS DESCRIPTION IS STATE PLANE COORDINATES, MICHIGAN SOUTH ZONE, ROTATION FROM TAX DESCRIPTION BASIS OF BEARING TO STATE PLANE COORDINATES: 1°46'26". COMBINED SCALE FACTOR: 0.9999046.

EXHIBIT "A"

BARKER ROAD NON-MOTORIZED PATH- PHASE 3

NORTHFIELD TOWNSHIP

MEMO

To: Northfield Township Board
From: Howard Fink
Date: 9/22/2016
Re: Assessing Contract

Dear Township Board,

It is time to renew our Assessing contract. I recommend the attached proposed contract from Assessment Administrative Services. They are proposing a three year contract with an annual fee of \$64,000 for the first year, with a 2% increase for each year after for the duration of the contract. This is higher than the previous contract by \$6,000, but they are offering to have support staff in office up to 2 days per week, which is an added benefit to the office and the residents at minimal cost. While there are always things to improve upon, overall I have been pleased with the work they have provided and I recommend approval on the contract.

Sincerely,



Howard Fink, Township Manager

Assessment Administration Services, L.L.C.

September 21, 2016

Mr. Howard Fink, Township Manager
Northfield Township
8350 Main Street
Whitmore Lake, MI 48189

RE: Proposal for Assessor Services-3 Year Contract

Dear Mr. Fink:

It has been a pleasure working with you, the Northfield Township staff and Township Board. The purpose of this transmittal is to provide you with a proposal for the end of our current contract December 15, 2016 through December 15, 2019.

The new proposal is for the contractual sum of \$64,000 annually or \$5333.33 per month for the first year and a 2 percent increase each year after for the duration of the contract, (based on 4,600 parcel count verified by State of Michigan report).

Assessment Administration Services, L.L.C. agrees to:

Scope of Work:

- A certified (MAAO) assessor available two days per week on sight or through remote access except for holidays and vacations. This will include regular office hours of the Assessor. In addition, a staff member of Assessment Administration Services to perform field work as needed.
- An additional staff support person available up to 2 days a week to assist the assessor.
- Perform all field work and related duties as needed (permits, field checks etc.)
- Process all splits and combinations in the Township.
- Supervise the preparation of the assessment rolls and sign any and all necessary reports associated with the assessment roll.
- Meet with the March Board of Review and be available during March Board of Review hearings.
- Supervise and review July and December Board of Review changes.
- Counsel regarding all Michigan Tax Tribunal cases including the preparation of valuation disclosures and testify if necessary.
- Review all sales studies.
- Create land value and ecf determinations including maps.
- Review and sign all necessary reports.
- Any as needed consultations.

- Attend any necessary work sessions and Township Board meetings.
- Supervise and prepare for Michigan State Tax Commission's AMAR (Audit of Minimum Assessing Requirements).

Assumptions and Limiting Conditions:

- Assessment Administration Services agrees to comply with the State Tax Commission rules, regulations, requirements and guidelines and any other duties necessary to supervise and prepare the assessment roll as required by the State Tax Commission.
- Clerical duties will be handled by a part-time employee employed by Northfield Township to perform and upkeep the day to day processing of paperwork such as, but not limited to, Principle Residence Exemptions, Property Transfers, deeds, filing, general office questions, etc.
- After a review of the Township records, an additional proposal will be given if needed, if it is discovered that digital photographs or Apex Sketches need to be processed or additional field work such as a re-inspection of property is needed.
- Either Assessment Administration Services or Northfield Township reserves the right to terminate this contract with 30 days written notice.
- Assessment Administration Services carries comprehensive general liability insurance, workmen's compensation insurance and professional liability and errors and omissions insurance.

If you have any questions regarding this proposal, please do not hesitate to contact me. Tom and I really appreciate this opportunity and have enjoyed our working relationship. We look forward to helping Northfield Township achieve the level of quality and workmanship that it deserves and that we know we can provide.

Sincerely,



Lisa Griffin, MAAO, PPE
President
Assessment Administration Services, L.L.C.

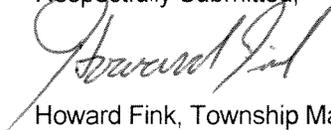
MEMO

To: Northfield Township Board
From: Howard Fink
Date: 9/21/2016
Re: Pontiac Trail Non-Motorized Path

Dear Township Board,

At the last meeting we discussed the Pontiac Trail Non-Motorized Path feasibility study. It was decided to put this item on the next agenda. Attached is the proposal from Stantec regarding a non-motorized path along Pontiac Trail. I am still in favor of moving forward with this project

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Howard Fink".

Howard Fink, Township Manager



Stantec Consulting Michigan Inc.
3754 Rancho Drive, Ann Arbor MI 48108-2771

August 30, 2016
File: 207585017

Attention: Mr. David Trent, Trustee

Salem Township
P.O. Box 75002
9600 Six Mile Road
Salem, Michigan 48175

Dear Mr. Trent,

**Reference: Proposed Pontiac Trail Non-Motorized Pathway Feasibility Study
Approximate 10 Mile Connector from WCPARC B2B Trail to MDNR Huron Valley Trail
Ann Arbor, Northfield, and Salem Townships, Washtenaw County, Michigan**

As requested, Stantec Consulting Michigan Inc. (Stantec) is pleased to submit this proposal for professional engineering services to conduct a feasibility study of the proposed Pontiac Trail Non-Motorized Pathway located in Ann Arbor, Northfield, and Salem Townships, Washtenaw County, Michigan. This proposed pathway is intended to connect the existing WCPARC B2B Trail located in the City of Ann Arbor, to the existing MDNR Huron Valley Trail located in South Lyon.

BACKGROUND

1. In 2010, Salem Township officials began discussions of a proposed non-motorized pathway located along Pontiac Trail connecting the City of Ann Arbor to South Lyon.
2. On 2/14/11, a meeting was held between Ann Arbor Township, Northfield Township, and Salem Township officials to discuss the proposed pathway project. Ann Arbor Township and Northfield Township indicated that they generally supported the project concept, and Salem's desire to proceed with a feasibility study.
3. On 3/8/11, the Salem Township Supervisor introduced the project to the Salem Township Board. The board authorized the Supervisor to continue project evaluations with the neighboring Townships and research the availability of grant funding for the project.
4. On 7/12/11, a project presentation was made to the Salem Township Board to seek funding for a feasibility study. The motion failed and the project was put on hold.
5. On 8/25/16, another meeting was conducted with officials of the three Townships to again confirm support for the project, and discuss proceeding with a feasibility study proposal. It was discussed to share the study costs equally three ways. Salem Township, having the largest share of the project within its jurisdiction, would likely take the lead with the study. Stantec was requested to prepare this proposal.



August 30, 2016
Mr. David Trent, Trustee
Page 2 of 4

**Reference: Proposed Pontiac Trail Non-Motorized Pathway Feasibility Study
Approximate 10 Mile Connector from WCPARC B2B Trail to MDNR Huron Valley Trail
Ann Arbor, Northfield, and Salem Townships, Washtenaw County, Michigan**

SCOPE

Stantec proposes to perform the following tasks as part of the Feasibility Study:

Task 1 – Kickoff meeting to review and confirm project goals (see attached 2011 concept plan).

Task 2 – Visit site to document and record opportunities and constraints.

Task 3 – Data collection. Conduct preliminary research of physical constraints including the existing ROW, natural and manmade features, soils, and topography from existing maps and publications.

Task 4 – Prepare an alternatives routing plan on an aerial photograph, and revise one time.

Task 5 - Prepare a preliminary construction cost estimate and include costs for short-term and long-term maintenance for each alternative route.

Task 6 - Identify potential funding sources.

Task 7 – Prepare and submit a summary report of findings and recommendations (draft and final) that can be utilized as a resource for future grant applications.

ASSUMPTIONS

The following assumptions have been made in preparing this proposal:

- 1) No field survey work or mapping will be conducted under this proposal.
- 2) Workshops and public information meetings would be an additional service.

SCHEDULE

Stantec proposes to complete all work for Tasks 1 through 7 within 90 days upon receipt of a Notice to Proceed.



August 30, 2016
Mr. David Trent, Trustee
Page 3 of 4

**Reference: Proposed Pontiac Trail Non-Motorized Pathway Feasibility Study
Approximate 10 Mile Connector from WCPARC B2B Trail to MDNR Huron Valley Trail
Ann Arbor, Northfield, and Salem Townships, Washtenaw County, Michigan**

FEE

Stantec can provide the consulting engineering services detailed in this proposal on a time and materials basis for a not-to-exceed fee of \$15,000. It is our understanding that Salem Township will arrange project cost sharing reimbursement directly with Ann Arbor & Northfield Townships.

SUMMARY

We appreciate the opportunity to submit this proposal to assist with the Proposed Pontiac Trail Non-Motorized Pathway Feasibility Study. As you are aware, Stantec has extensive non-motorized trail experience working with many of the major project stakeholders on this project. If you are in agreement with this proposal, enclosed please find our Professional Services Terms and Conditions. Please review and sign this proposal letter and return a copy, along with the Professional Services Terms and Conditions to our office.

Thank you again for the opportunity to provide you with this work plan. Please do not hesitate to contact us if you have any questions, or require more information.

Regards,

STANTEC CONSULTING MICHIGAN INC.

STANTEC CONSULTING MICHIGAN INC.

A handwritten signature in cursive script, appearing to read "Patrick J. Judd".

Patrick J. Judd, LLA, ASLA
Landscape Architect
Phone: (734) 214-1863
Fax: (734) 761-1200
patrick.judd@stantec.com

A handwritten signature in cursive script, appearing to read "Mark D. Pascoe".

Mark D. Pascoe, PE, LEED® AP, ENV SP
Principal
Phone: (734) 214-1865
Fax: (734) 761-1200
mark.pascoe@stantec.com

Attachments: Professional Services Terms and Conditions
2011 Concept Plan



August 30, 2016
Mr. David Trent, Trustee
Page 4 of 4

**Reference: Proposed Pontiac Trail Non-Motorized Pathway Feasibility Study
Approximate 10 Mile Connector from WCPARC B2B Trail to MDNR Huron Valley Trail
Ann Arbor, Northfield, and Salem Townships, Washtenaw County, Michigan**

ACKNOWLEDGED AND ACCEPTED:

SALEM TOWNSHIP

Name of Signer:
Title of Signer:

_____, 2016

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The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

Memo

To: Northfield Township Board
From: Howard Fink
Date: 9/21/2016
Re: WATS Resolution / RTA Property Tax Millage

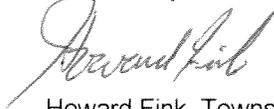
Dear Township Board,

On the ballot for this November will be a 1.2 Mills tax increase for the purpose of funding a regional transportation system for South East Michigan. A resolution has been presented at the Washtenaw Area Transportation Service for support of the tax / master plan for the RTA. As the representative for WATS, I am bringing this to your attention for debate. There are three options; remain silent, vote in favor, or vote against.

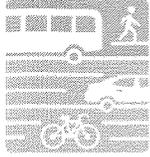
To be fair, I believe there are valid arguments on both sides. I generally support public transportation as an economic development and an environmental tool along with improved mobility for seniors, low income, and those with disabilities. On the other hand, none of the improvements are in Northfield Township and as your representative, I advocate for the Township. This is purely a policy decision by the board.

Attached is the link to the RTA Master Plan: <http://www.rtamichigan.org/masterplan/>

Respectfully Submitted,



Howard Fink, Township Manager



WATS Resolution of Support For Regional Transit in SE Michigan

September 21, 2016

Whereas, The Washtenaw Area Transportation Study (WATS) is a multi-jurisdictional agency responsible for transportation planning in Washtenaw County;

Whereas, One of WATS' core functions is to develop a shared vision for the transportation network and options for its various users;

Whereas, The Regional Transit Authority of Southeast Michigan (RTA) was created by the Michigan Legislature in 2012 to plan for & coordinate public transportation in the four-county region of Oakland, Macomb, Washtenaw and Wayne Counties including the City of Detroit;

Whereas, The RTA put forward a Regional Transit Master Plan in August 2016 after more than two years of work including 130+ meetings with the public;

Whereas, This Plan is built on the services currently provided by AAATA, SMART, DDOT, and the People Mover, and provides the framework to coordinate their services, as well as bring new premium rapid transit options to our region;

Whereas, This Plan will support 67,800 new regional jobs, add \$6 Billion gross regional product, and support an increase in personal income of \$4.4 Billion;

Whereas, This Plan will enable SE Michigan to leverage an estimated \$1 Billion in federal and state dollars otherwise not available to the region;

Whereas, This Plan will connect 1.1 Million residents in the region to nearly 1 Million jobs, 22 hospitals, 23 colleges, 310 school and Head Start facilities, 410 parks, 47 libraries, and over 100 grocery stores;

Whereas, This Plan will provide Washtenaw County residents with regional rail service connecting Ann Arbor to Detroit, with stops in Ypsilanti, Wayne & Dearborn, all important job centers;

POLICY COMMITTEE MEMBERS

City of Ann Arbor • Ann Arbor DDA • Ann Arbor Township • City of Chelsea • City of Dexter
Dexter Township • Eastern Michigan University • Michigan Department of Transportation • City of Milan • Northfield Township •
Pittsfield Township • City of Saline • Scio Township • Southwest Washtenaw Council of Governments • Superior Township • The Ride
University of Michigan • Washtenaw County Board of Commissioners • Washtenaw County Road Commission • City of Ypsilanti • Ypsilanti Township •
• Ex Officio: Federal Highway Administration • Southeast Michigan Council of Governments •

Whereas, This Plan will also provide County residents with:

- Bus Rapid Transit (BRT) along Washtenaw Avenue
- Commuter Express service connecting Ann Arbor-Plymouth, Livonia; and expanded service between Ann Arbor-Canton
- New local service including feeder routes for Ann Arbor & Ypsilanti regional rail stations; local service connecting Ypsilanti, Canton & Livonia, and a Michigan Avenue connector between Ypsilanti and Wayne
- Airport express stops in Ypsilanti, as well as Ann Arbor

Whereas, The RTA Plan will make it possible for Washtenaw County businesses to attract talent from outside the county without increasing road congestion on overloaded roadways or requiring the construction of additional public parking facilities;

Whereas, The RTA Plan provides transportation choices for Washtenaw County residents over 65 (estimated by SEMCOG to double in number by 2040), including greater access to doctors, services, activities, and friends;

Whereas, The RTA Plan will address the current fragmented system for people with disabilities who currently have no coordination across county lines;

Whereas, The RTA Plan will connect Washtenaw County with the region, thereby strengthening our competitive economic and quality of life advantage, support our efforts to retain and attract talent, and strengthen our foundation for economic growth, as on average, across the country, \$1 invested in regional transit has translated to \$4 return in economic development;

Now Therefore Be It Resolved, WATS supports the creation of a regional transit system for SE Michigan, including the coordination of existing services and the strategic implementation of new services, to connect Washtenaw County with the rest of the South East Michigan region.

Jim Carson, Chair

NORTHFIELD TOWNSHIP

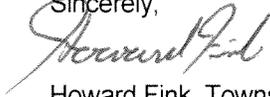
MEMO

To: Northfield Township Board
From: Howard Fink
Date: 9/22/2016
Re: Driftwood Marina/75 Barker Parking Proposal

Dear Township Board,

Attached is a proposal from Soamer and his attorney regarding 75 Barker. I do not believe this is in a format appropriate for review, however I would like to get it in front of the board for general discussion. I would like to get feedback on the details of the proposal so I have a better idea on how to move forward. While I am in favor of supporting local businesses, this document is not in a format where I can recommend approval.

Sincerely,



Howard Fink, Township Manager

DRIFTWOOD MARINA PARKING PROPOSAL
RE: 75 BARKER STREET

Be it known to the Township of Northfield, that Soamer Jamil, intends to develop the “Driftwood Marina” property. That said development of a bar and grill on said property will assuredly benefit and revitalize the downtown area of Whitmore Lake. That said development shall be a positive influence on the area by its very nature. It is therefore so proposed:

- Parking for the new development shall remain public as available and supplied by the Township
- In full consideration for the option to purchase the property located at 75 Barker Street, the “Driftwood Marina” project with Mr. Jamil as the agent, requests an option to purchase the aforementioned property for \$75,000. Said option shall be absolute and shall continue for a period of 20 years.
- Said option price is determined by property research as to previous listing prices, the condition of the building on the property, the potential cost of the demolition of said building, the limited leasing potential of said building, and the benefit to the community of the “Driftwood Marina” project.
- The future development will rely on public parking until such time as it is no longer economically feasible based upon Township development, at such time the option will be exercised by said development.

Said proposal being hereby submitted and believed to be in the best interest of the Township. Consideration and is greatly appreciated by the board.

Respectfully Submitted,

SOAMER JAMIL