

PROPOSED AGENDA

**CHARTER TOWNSHIP OF BRIGHTON
BOARD OF TRUSTEES
4363 BUNO ROAD
BRIGHTON, MI 48114**

**OCTOBER 3, 2016
REGULAR WORK SESSION MEETING
7:00 P.M.
(810) 229.0560**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. CALL TO THE PUBLIC
- E. APPROVAL OF AGENDA
- F. BILLS
 - 1. October 3, 2016
- G. BUSINESS
 - 1. REVIEW AND DISCUSSION – Proposed Revisions to Administrative Policy # 709, Special Assessment District Parameters
 - 2. STATUS OF ENGINEERING SERVICES – Request for Qualifications
 - 3. REVIEW AND DISCUSSION - SELCRA Articles of Incorporation
- H. CALL TO THE PUBLIC
- I. ADJOURNMENT

The Charter Township of Brighton will provide necessary reasonable auxiliary aids and services such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting to individuals with disabilities at the meeting. Individuals should contact the Charter Township of Brighton by writing or contacting: Township Manager, 4363 Buno Road, Brighton, Michigan 48114. Telephone: (810) 229.0550.

MEMORANDUM

TO: BRIGHTON TOWNSHIP RESIDENTS
FROM: ANN M. BOLLIN, CLERK
SUBJECT: BOARD OF TRUSTEES ELECTRONIC BOARD PACKETS
DATE: JANUARY 26, 2015

Board packets for the Brighton Township Board of Trustees meetings posted to the website contain scanned original documents. These electronic packets are subject to change based on meeting material presented to the Board throughout the course of the meeting. For a complete original packet following the Board meeting contact the Clerk's Office at 810-229-0560 or via email: clerk@brightontwp.com

BRIGHTON TOWNSHIP

10/3/2016

ACCOUNTS PAYABLE

ACCOUNTS PAYABLE:

GENERAL FUND	\$43,771.68
LIQUOR LAW	\$10.42
SEWER O & M	\$21,731.22
SPENCER SEWER DEBT SERVICE	\$7,550.00
CONSTRUCTION ESCROW	\$537.50
STREETLIGHTS	\$1,563.41
MUNICIPAL REFUSE- Woodland Airway SAD	\$4,216.40

TOTAL ACCOUNTS PAYABLE TO APPROVE **\$79,380.63**

VENDOR APPROVAL SUMMARY REPORT
 BOT 10-3-16

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CHARTER TOWNSHIP OF BRIGHTON

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
APPLIED IMAGING	APPLIED	COPIER METER/MAINTENANCE	414.36	0.00
ARBOR SPRINGS WATER CO., INC.	ARBOR SP	SUPPLIES	51.00	0.00
B & N LAWN INC	B&N	4TH OF 7 LAWN PAYMENTS	809.28	0.00
BUSINESS IMAGING GROUP, INC	BUSINESS I	FOIA COPIES- DIMOSKI	15.42	0.00
CITIZENS	CITIZ	EDUCATION TRAVEL/SUPPLIES	0.00	383.84
CONSUMERS ENERGY	CONSUMERS	UTILITIES	0.00	50.99
BRUCE & JULIE DIETZ	DIETZ/BRUC	SEPTEMBER MSP RENT	0.00	11,457.00
DTE	DTE	UTILITIES	0.00	3,206.63
DTE ENERGY	DTE ENERGY	STREETLIGHTS	0.00	2,359.85
DYKEMA GOSSETT PLLC	DYKEMA	LEGAL SERVICES	12,296.97	0.00
FONSON COMPANY, INC	FONSON	9219 NORTHPOINTE RIDGE	18,900.00	0.00
GRAPHIC SCIENCES, INC	GRAPHIC	MICRO FICHE SCANNING	4,214.14	0.00
GREAT LAKES ACE	ACE	LIGHT BULBS	71.92	0.00
GUARDIAN ALARM	GUARDIAN	SECURITY ALARM	45.96	0.00
KAREN HESTER	HESTER	MILEAGE	69.12	0.00
HOME DEPOT CREDIT SERVICES	HOME DEPOT	SUPPLIES	0.00	253.22
LEGALSHIELD	PRE-PAID L	IDENTITY THEFT	64.75	0.00
LINCOLN NATIONAL LIFE INS CO	LINCOLN	DISABILITY INSURANCE	0.00	794.47
LIVINGSTON COUNTY TREASURER	LIV CTY TR	SPENCER RD EXTENSION	7,550.00	0.00
METRO ENVIRONMENTAL SERVICES	METRO	FLUSHING NORTHWINDS	537.50	0.00
MICHIGAN MUNICIPAL LEAGUE	MI MUN LEA	MML WORK COMP DUES	175.00	0.00
ORCHARD, HILTZ & MCCLIMENT INC	OHM	DEERFIELD PRESERVE- TRAFFIC	7,429.50	0.00
ORKIN	ORKIN	EXTERMINATOR- INTERIOR	229.61	0.00
PAETEC	PAETEC	TELEPHONE	0.00	687.43
PRINTING SYSTEMS	PRINTING S	DUAL WINDOW AV APP ENVELOPES	232.18	0.00
PUBLIC FINANCIAL MANAGEMENT	PMF	2016 ANNUAL DISCLOSURE	1,100.00	0.00
QUILL CORPORATION	QUILL	CENTON DATA STICK	275.97	0.00
REGISTER OF DEEDS	REGISTER	RECORD SEWER EASEMENT	30.00	0.00
RIZZO	RIZZO	SAD- RUBBISH- WOOD/AIRWAY HILL	4,366.40	0.00
SHERMAN HEATING & COOLING	SHERMAN	QUARTERLY FURNACE MAINTENANCE	440.00	0.00
STANDARD INSURANCE CO.	STANDARD I	LIFE INSURANCE	0.00	267.97
STANLEY ACCESS TECH	STANLEY AC	FRONT DOOR SERVICE	190.00	0.00
TODD'S SERVICES, INC.	TODD'S	SPRINKLER SYSTEM REPAIR	318.40	0.00
ULINE	ULINE	MAGAZINE BOX	61.43	0.00
WEX BANK	EXXON	FUEL	0.00	30.32
Grand Total:			59,888.91	19,491.72

INVOICE APPROVAL LIST BY FUND
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CHARTER TOWNSHIP OF BRIGHTON

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept: LEGISLATIVE-TWSP BOARD							
101-101-717.000		LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	29024	45057	09/26/2016	15.33
101-101-818.000		CONSULTING	PUBLIC FINANCIAL MANAGEMENT 2016 ANNUAL DISCLOSURE	29044	18956	10/03/2016	1,100.00
101-101-958.000		DUE	MICHIGAN MUNICIPAL LEAGUE MML WORK COMP DUES	29040	23660-916	10/03/2016	175.00
Total LEGISLATIVE-TWSP BOARD							1,290.33
Dept: SUPERVISOR							
101-171-717.000		LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	29024	45057	09/26/2016	5.38
Total SUPERVISOR							5.38
Dept: ADMINISTRATION-MANAGER							
101-172-717.000		LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	29024	45057	09/26/2016	55.90
101-172-719.000		DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	29020	45064	09/26/2016	261.22
101-172-727.000		SUPPLIES	CITIZENS EDUCATION TRAVEL/SUPPLIES	29021	45063	09/26/2016	35.25
101-172-727.000		SUPPLIES	ULINE MAGAZINE BOX	29052	80298895	10/03/2016	61.43
101-172-873.000		MILES/TRAV	CITIZENS EDUCATION TRAVEL/SUPPLIES	29021	45063	09/26/2016	16.07
Total ADMINISTRATION-MANAGER							429.87
Dept: ELECTIONS							
101-191-717.000		LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	29024	45057	09/26/2016	12.15
101-191-719.000		DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	29020	45064	09/26/2016	6.10
101-191-727.000		SUPPLIES	PRINTING SYSTEMS DUAL WINDOW AV APP ENVELOPES	29043	97380	10/03/2016	232.18
Total ELECTIONS							250.43
Dept: ASSESSOR							
101-209-717.000		LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	29024	45057	09/26/2016	51.60
101-209-719.000		DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	29020	45064	09/26/2016	204.55
101-209-727.000		SUPPLIES	QUILL CORPORATION SUPPLIES	29046	8913663	10/03/2016	26.99

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CHARTER TOWNSHIP OF BRIGHTON

Fund	Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND							
Dept: ASSESSOR							
	101-209-860.000	EDUCATION	CITIZENS EDUCATION TRAVEL/SUPPLIES	29021	45063	09/26/2016	279.68
	101-209-873.000	MILES/TRAV	KAREN HESTER MILEAGE	29036	45071	10/03/2016	69.12

Total ASSESSOR							631.94
Dept: TOWNSHIP CLERK							
	101-215-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	29024	45057	09/26/2016	57.73
	101-215-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	29020	45064	09/26/2016	131.60
	101-215-727.000	SUPPLIES	BUSINESS IMAGING GROUP, INC FOIA COPIES- DIMOSKI	29030	245485	10/03/2016	15.42

Total TOWNSHIP CLERK							204.75
Dept: TREASURER							
	101-253-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	29024	45057	09/26/2016	48.38
	101-253-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	29020	45064	09/26/2016	73.57
	101-253-727.000	SUPPLIES	CITIZENS EDUCATION TRAVEL/SUPPLIES	29021	45063	09/26/2016	52.84
	101-253-727.000	SUPPLIES	QUILL CORPORATION SUPPLIES	29046	9204079	10/03/2016	9.99

Total TREASURER							184.78
Dept: TOWNSHIP HALL/GROUNDS							
	101-265-727.000	SUPPLIES	GREAT LAKES ACE LIGHT BULBS	29034	1291	10/03/2016	71.92
	101-265-727.000	SUPPLIES	QUILL CORPORATION SUPPLIES	29046	8920344	10/03/2016	98.97
	101-265-727.000	SUPPLIES	QUILL CORPORATION SUPPLIES	29046	8913663	10/03/2016	66.46
	101-265-727.000	SUPPLIES	QUILL CORPORATION SUPPLIES	29046	9024119	10/03/2016	7.59
	101-265-727.000	SUPPLIES	QUILL CORPORATION SUPPLIES	29046	9204079	10/03/2016	22.98
	101-265-727.000	SUPPLIES	QUILL CORPORATION CENTON DATA STICK	29046	9286008	10/03/2016	42.99
	101-265-920.000	UTILITIES	CONSUMERS ENERGY UTILITIES	29022	45061	09/26/2016	13.81

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CHARTER TOWNSHIP OF BRIGHTON

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept: TOWNSHIP HALL/GROUNDS							
101-265-920.000		UTILITIES	DTE	29018		09/26/2016	1,174.21
			UTILITIES		45065		
101-265-921.000		ST LTG	DTE ENERGY	29023		09/26/2016	768.11
			STREETLIGHTS		45059		
101-265-930.000		BLDG M&R	ORKIN	29042		10/03/2016	150.00
			EXTERMINATOR- EXTERIOR		123616745		
101-265-930.000		BLDG M&R	ORKIN	29042		10/03/2016	79.61
			EXTERMINATOR- INTERIOR		123617172		
101-265-930.000		BLDG M&R	SHERMAN HEATING & COOLING	29049		10/03/2016	440.00
			QUARTERLY FURNACE MAINTENANCE		4133		
101-265-931.000		EQUIPT M&R	STANLEY ACCESS TECH	29050		10/03/2016	190.00
			FRONT DOOR SERVICE		0904617707		
101-265-932.000		GRNDS M&R	RIZZO	29048		10/03/2016	80.00
			RUBBISH REMOVAL- TWSP HALL		0000786490		
101-265-932.000		GRNDS M&R	TODD'S SERVICES, INC.	29051		10/03/2016	318.40
			SPRINKLER SYSTEM REPAIR		1-227112		
101-265-932.000		GRNDS M&R	B & N LAWN INC	29029		10/03/2016	185.72
			4TH OF 7 LAWN PAYMENTS		852974		
Total TOWNSHIP HALL/GROUNDS							3,710.77
Dept: CEMETERY							
101-276-932.000		GRNDS M&R	B & N LAWN INC	29029		10/03/2016	370.71
			4TH OF 7 LAWN PAYMENTS		852974		
Total CEMETERY							370.71
Dept: OTHER CHARGES & SERVICES							
101-299-811.200		IDENTITY T	LEGALSHIELD	29037		10/03/2016	64.75
			IDENTITY THEFT		45101		
101-299-827.000		LEGAL	DYKEMA GOSSETT PLLC	29031		10/03/2016	424.00
			LEGAL SERVICES		3086293		
101-299-827.010		LITIGATION	DYKEMA GOSSETT PLLC	29031		10/03/2016	11,872.97
			LEGAL SERVICES- SHONER/POTOCKI		3086289		
101-299-853.000		TELEPHONE	PAETEC	29026		09/26/2016	589.24
			TELEPHONE		68505228		
101-299-861.000		GAS & OIL	WEX BANK	29025		09/26/2016	30.32
			FUEL		46911040		
101-299-931.000		EQUIPT M&R	APPLIED IMAGING	29027		10/03/2016	414.36
			COPIER METER/MAINTENANCE		850083		
101-299-951.000		LEASE-BACK	BRUCE & JULIE DIETZ	29019		09/26/2016	11,457.00
			SEPTEMBER MSP RENT		45098		
Total OTHER CHARGES & SERVICES							24,852.64

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CHARTER TOWNSHIP OF BRIGHTON

Fund	Department	Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND								
Dept: FIRE DEPARTMENT								
		101-336-921.000	ST LTG	DTE ENERGY STREETLIGHTS	29023	45059	09/26/2016	28.33
								Total FIRE DEPARTMENT
								28.33
Dept: PLANNING								
		101-400-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	29024	45057	09/26/2016	17.74
		101-400-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	29020	45064	09/26/2016	96.88
		101-400-803.000	SP PROJECT	GRAPHIC SCIENCES, INC MICRO FICHE SCANNING	29033	0141961	10/03/2016	4,214.14
		101-400-819.000	ENG SVS 0	ORCHARD, HILTZ & MCCLIMENT INC DEERFIELD PRESERVE- TRAFFIC	29041	178307	10/03/2016	1,484.00
		101-400-819.000	ENG SVS 0	ORCHARD, HILTZ & MCCLIMENT INC DEERFIELD PRESERVE- TRAFFIC	29041	177656	10/03/2016	2,339.00
		101-400-819.000	ENG SVS 0	ORCHARD, HILTZ & MCCLIMENT INC DEERFIELD PRESERVE- TRAFFIC	29041	177303	10/03/2016	3,606.50
								Total PLANNING
								11,758.26
Dept: CODE ENFORCEMENT								
		101-412-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	29024	45057	09/26/2016	2.15
		101-412-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	29020	45064	09/26/2016	11.74
								Total CODE ENFORCEMENT
								13.89
Dept: EMERGENCY PREPAREDNESS								
		101-426-920.000	UTILITIES	DTE UTILITIES	29018	45065	09/26/2016	39.60
								Total EMERGENCY PREPAREDNESS
								39.60
								Fund Total
								43,771.68
Fund: LIQUOR LAW ENFORCEMENT FUND								
Dept:								
		212-000-717.000	LIFE INS	STANDARD INSURANCE CO. LIFE INSURANCE	29024	45057	09/26/2016	1.61
		212-000-719.000	DISABILITY	LINCOLN NATIONAL LIFE INS CO DISABILITY INSURANCE	29020	45064	09/26/2016	8.81
								Total
								10.42

INVOICE APPROVAL LIST BY FUND
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CHARTER TOWNSHIP OF BRIGHTON

Fund	Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: LIQUOR LAW ENFORCEMENT FUND							
						Fund Total	10.42
Fund: SEWER O & M FUND							
Dept:							
	590-000-033.300	PROP OWNER	FONSON COMPANY, INC 9219 NORTHPOINTE RIDGE	29032	1464	10/03/2016	1,100.00
	590-000-203.000	NEW CONNEC	FONSON COMPANY, INC 9903 DORNOCH TR	29032	1474	10/03/2016	4,100.00
	590-000-203.000	NEW CONNEC	FONSON COMPANY, INC 541 CHRYSTAL DOWNS	29032	1463	10/03/2016	3,900.00
	590-000-203.000	NEW CONNEC	FONSON COMPANY, INC 9219 NORTHPOINTE RIDGE	29032	1464	10/03/2016	9,800.00
					Total		18,900.00
Dept: ADMINISTRATION							
	590-537-827.000	LEGAL	REGISTER OF DEEDS RECORD SEWER EASEMENT	29047	45103	10/03/2016	30.00
					Total ADMINISTRATION		30.00
Dept: OPERATION AND MAINTENANCE							
	590-540-727.000	SUPPLIES	ARBOR SPRINGS WATER CO., INC. SUPPLIES	29028	1627918	10/03/2016	51.00
	590-540-727.000	SUPPLIES	HOME DEPOT CREDIT SERVICES SUPPLIES	29016	45095	09/26/2016	43.53
	590-540-853.000	TELEPHONE	PAETEC TELEPHONE	29026	68505228	09/26/2016	98.19
	590-540-920.000	UTILITIES	CONSUMERS ENERGY UTILITIES-WWTP	29022	45060	09/26/2016	37.18
	590-540-920.000	UTILITIES	DTE UTILITIES	29018	45065	09/26/2016	1,992.82
	590-540-930.100	ALARM	GUARDIAN ALARM SECURITY ALARM	29035	18064854	10/03/2016	45.96
	590-540-932.000	GRNDS M&R	RIZZO RUBBISH REMOVAL- WWTP	29048	803434	10/03/2016	70.00
	590-540-932.000	GRNDS M&R	B & N LAWN INC 4TH OF 7 LAWN PAYMENTS	29029	852974	10/03/2016	252.85
	590-540-936.000	SYST MAINT	HOME DEPOT CREDIT SERVICES SUPPLIES	29016	45095	09/26/2016	209.69
					Total OPERATION AND MAINTENANCE		2,801.22

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CHARTER TOWNSHIP OF BRIGHTON

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Abbrev	Invoice Description	Number	Number	Date		
Fund: SEWER O & M FUND							
						Fund Total	21,731.22
Fund: SPENCER SEWER DEBT SERVICE							
Dept:							
593-000-999.001	BOND PAYME	LIVINGSTON COUNTY TREASURER SPENCER RD EXTENSION	29038	45058	10/03/2016		7,550.00
				Total			7,550.00
						Fund Total	7,550.00
Fund: CONSTRUCTION ESCROW							
Dept:							
793-000-224.936	ELKOW	METRO ENVIRONMENTAL SERVICES FLUSHING NORTHWINDS	29039	57766	10/03/2016		537.50
				Total			537.50
						Fund Total	537.50
Fund: STREET LIGHTING FUND							
Dept: COUNTRY CLUB ANNEX LT							
865-070-921.000	ST LTG	DTE ENERGY STREETLIGHTS	29023	45059	09/26/2016		680.23
				Total	COUNTRY CLUB ANNEX LT		680.23
Dept: DONALD DRIVE LIGHT							
865-071-921.000	ST LTG	DTE ENERGY STREETLIGHTS	29023	45059	09/26/2016		17.29
				Total	DONALD DRIVE LIGHT		17.29
Dept: BRANDYWINE FARMS LIGHT							
865-072-921.000	ST LTG	DTE ENERGY STREETLIGHTS	29023	45059	09/26/2016		62.01
				Total	BRANDYWINE FARMS LIGHT		62.01
Dept: HARVEST HILLS LIGHTS							
865-073-921.000	ST LTG	DTE ENERGY STREETLIGHTS	29023	45059	09/26/2016		62.01
				Total	HARVEST HILLS LIGHTS		62.01
Dept: GREENFIELD POINTE LIGHTS							

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Fund	Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: STREET LIGHTING FUND							
Dept: GREENFIELD POINTE LIGHTS							
	865-074-921.000	ST LTG	DTE ENERGY STREETLIGHTS	29023	45059	09/26/2016	62.01

Total GREENFIELD POINTE LIGHTS							62.01
Dept: BRIGHTON GARDENS							
	865-075-921.000	ST LTG	DTE ENERGY STREETLIGHTS	29023	45059	09/26/2016	69.15

Total BRIGHTON GARDENS							69.15
Dept: EAGLE HEIGHTS							
	865-076-921.000	ST LTG	DTE ENERGY STREETLIGHTS	29023	45059	09/26/2016	33.19

Total EAGLE HEIGHTS							33.19
Dept: GREENFIELD SHORES 1-2-3-4 LOP							
	865-077-921.000	ST LTG	DTE ENERGY STREETLIGHTS	29023	45059	09/26/2016	69.15

Total GREENFIELD SHORES 1-2-3-4 LOP							69.15
Dept: DE MARIA LIGHTS							
	865-078-921.000	ST LTG	DTE ENERGY STREETLIGHTS	29023	45059	09/26/2016	33.19

Total DE MARIA LIGHTS							33.19
Dept: RAVENSWOOD LIGHTS							
	865-079-921.000	ST LTG	DTE ENERGY STREETLIGHTS	29023	45059	09/26/2016	66.38

Total RAVENSWOOD LIGHTS							66.38
Dept: MAPLE RIDGE SUB							
	865-080-921.000	ST LTG	DTE ENERGY STREETLIGHTS	29023	45059	09/26/2016	33.19

Total MAPLE RIDGE SUB							33.19
Dept: ALGER PINES							
	865-081-921.000	ST LTG	DTE ENERGY STREETLIGHTS	29023	45059	09/26/2016	62.01

Total ALGER PINES							62.01
Dept: SHENANDOAH							
	865-082-921.000	ST LTG	DTE ENERGY STREETLIGHTS	29023	45059	09/26/2016	64.20

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Fund							
Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount	
Fund: STREET LIGHTING FUND							
Dept: SHENANDOAH							
Total SHENANDOAH						64.20	
Dept: SHENANDOAH POND HOMEOWNERS 865-084-921.000	ST LTG	DTE ENERGY STREETLIGHTS	29023	45059	09/26/2016	63.36	
Total SHENANDOAH POND HOMEOWNERS						63.36	
Dept: OAKS AT BEACH LAKE 865-085-921.000	ST LTG	DTE ENERGY STREETLIGHTS	29023	45059	09/26/2016	186.04	
Total OAKS AT BEACH LAKE						186.04	
Fund Total						1,563.41	
Fund: MUNICIPAL REFUSE							
Dept: WOODLAND/AIRWAY ASSESSMENT							
871-529-967.100	ADDL PROJ	RIZZO SAD- RUBBISH- WOOD/AIRWAY HILL	29048	0000790133	10/03/2016	4,216.40	
Total WOODLAND/AIRWAY ASSESSMENT						4,216.40	
Fund Total						4,216.40	
Grand Total						79,380.63	

Memorandum

Date: October 3, 2016 Work Session
To: Brighton Township Board of Trustees
From: Township Manager
SUBJECT: Delinquent Special Assessments / Administrative Policy #709

At the August 15, 2016 Township Board meeting, during the confirmation of the assessment roll for one of the road maintenance projects, the implementation of policy #709 by administration was discussed. Most notably was the question of how (or when) delinquent SAD payments are reapportioned back to the SAD. The goal of the reapportionment is to ensure that the beneficiaries of the SAD improvement (e.g. road, sewer, aquatic, trash, etc.) pay for the cost of the improvement and not the township at-large.

Attached is a copy of the existing policy #709 with proposed changes as strikethrough and underline. I have not incorporated any of the other policy items that various property owners may have brought up during the call to public (e.g. dollar amount thresholds, duration, etc.). If you would like this to be included in our work session we can do so.

Staff discussed, but is not recommending any change in, the manner that we allow SAD petitioners to treat vacant lots. In other words, the petitioner, not the Township, would continue to determine the SAD boundaries and whether the vacant lots within that boundary are assessed the equivalent amount versus nothing (\$0). Staff assumes that the petitioners have historically excluded vacant lots to ensure that the SAD was able to achieve the signature threshold (currently 66%). If vacant lots are required to participate financially it is likely that this requirement will have a negative impact on the success of some SAD petitions, i.e. they will not meet the 66% threshold.

Staff is looking for feedback and further discussion in anticipation of formal adoption of an updated policy at a subsequent meeting.

Attached

- Proposed Policy 709 dated September 27, 2016
- BTBT minute excerpt (pgs. 72, 73, 75) August 15, 2016

CHARTER TOWNSHIP OF BRIGHTON

Administrative Policy No.:

709 (page 1 of 1)

Effective Date:

April 21, 2014

~~Proposed - September 27, 2016~~

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Policy Regarding:

SPECIAL ASSESSMENT DISTRICT PARAMETERS

The following policy has been created to categorize which Special Assessment District (SAD) projects will be considered by the Township Board. As of the adoption date of this policy, the Township will entertain the following projects: rubbish, aquatic, private road maintenance, private road construction, street lighting and public road resurfacing. However, the Township will not participate in any road project where Township cost sharing is requested. The proposed project must meet the following to be pursued.

1. Projects requiring advanced funding must obtain preliminary Board approval prior to the circulation of petitions.
2. Preliminary approval by the Board does not guarantee funding nor approval of the SAD.
- ~~3.~~ 3. Delinquent assessments will be reapportioned within the SAD based upon annual review by staff and per the applicable laws and said language will be included in the petition.
 - ~~3.~~ 3. Annual Review by Administration as follows: The Township will continue to send uncollected SAD payments to the Livingston County Treasurer for delinquency collection on an annual basis. If delinquency continues to the point of foreclosure of the property and the proceeds from the sale of the property do not equal (or exceed) the amount of SAD dollars the County advanced to the Township, a chargeback from the County would be anticipated. At the time the invoiced chargeback from the County to the Township is received, the Township staff would take steps to reapportion the SAD chargeback amount to the benefitting SAD on the subsequent tax bill.
4. Petitioners must obtain 66% favorable support of the proposed SAD by way of petition signatures within the proposed district in order to be considered by the Board.
- ~~5.~~ 5. No project requiring advanced funding will be considered in Fiscal Year 2014-15 unless it is due to an emergency.

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Annual Parcel Assessment

- Minimum per parcel SAD annual collection amount \$250
- Maximum per parcel SAD annual collection amount \$2,000

Annual SAD Collection

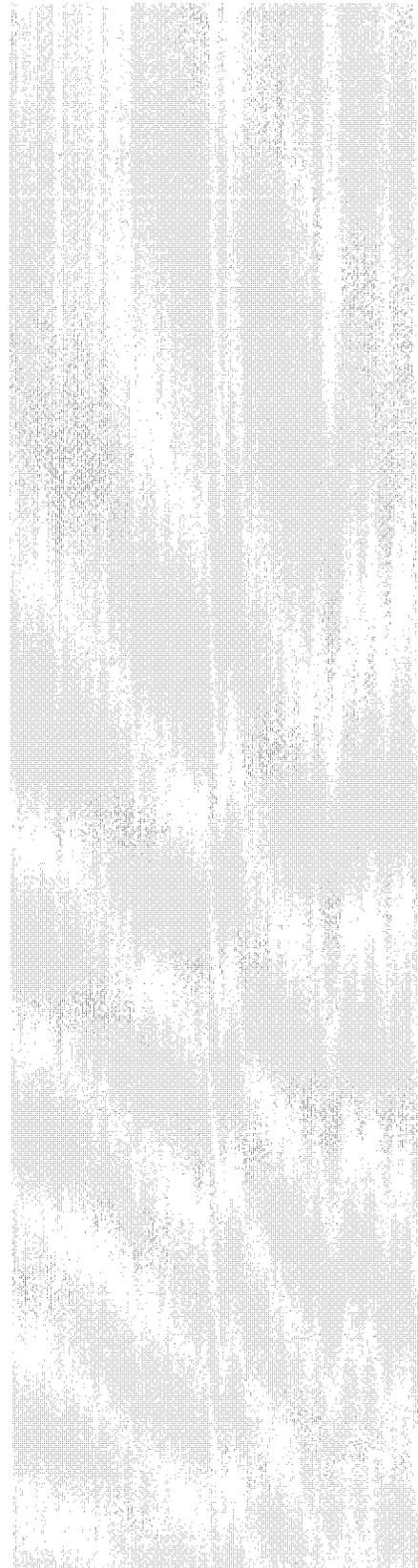
- Minimum total SAD project annual collection amount \$2,500
- Maximum total SAD project annual collection amount \$2,000 x number of parcels

Duration of SAD

- Minimum SAD duration 5 years
- Maximum SAD duration (Private Road Maintenance) 5 years
- Maximum SAD duration (Road Paving) 10 years
- Maximum SAD duration (Lighting and Sidewalk) 10 years

- Maximum SAD duration (Lake Improvements) 15 years
- Maximum SAD duration (All others) 15 years

Note: Depending on the enabling legislation that is used to establish the SAD, there may be more restrictive parameters related to: (1) percentage limits on assessed amounts in relation to individual assessed property valuation, (2) maximum duration. The specific enabling legislation should be consulted.



Discussion included clarification on the resolution language; final direct costs were included in the assessment roll; confirmation that the petition language referenced annual review of any unpaid assessments and their reapportionment per adopted policies; staff explained that maintenance districts only spend monies collected to date and that it might make more sense to reapportion unpaid assessments for improvement or bonded districts only (to be included in future discussion); SAD was established under current policies which call for annual review and reapportionment; timing of reapportionment (annually, final year of SAD, use of reserve, following tax collection or foreclosure process, etc.); varied timing of tax payments specifically late payments; nothing stopping annual BTBT review with determination that the reapportionment occur following the collection of delinquent taxes or prior to foreclosure process; chargebacks and impact on the Township as a whole; currently not staffed for collections.

L. Weaire moved and C. Doughty seconded to adopt **Resolution No. 16-019 confirming the special assessment roll for the Ridgcrest Lane Road Maintenance Special Assessment District, SAD No. S-I-02-2016.**

Ayes: L. Weaire, C. Doughty, M. Slaton, D. Hawk, P. Michel

Nays: A. Bollin

Motion carried.

PUBLIC HEARING AND ADOPTION OF RESOLUTION CONFIRMING THE ASSESSMENT ROLL – Kendor Drive Road Maintenance SAD No. S-I-03-2016

Z. Dyba, Assistant to the Manager, spoke on behalf of the Kendor Drive Liaison who couldn't attend stating he is appreciative of BTBT efforts to look at district and hopefully approve it.

Public Hearing opened at 7:41 P.M.

No comments.

Public Hearing closed at 7:41 P.M.

P. Michel moved and C. Doughty seconded to adopt **Resolution No. 16-020 confirming the special assessment roll for the Kendor Drive Road Maintenance Special Assessment District, SAD No. S-I-03-2016.**

Ayes: P. Michel, D. Hawk, M. Slaton, C. Doughty, L. Weaire

Nays: A. Bollin

Motion carried.

PUBLIC HEARING AND ADOPTION OF RESOLUTION CONFIRMING THE ASSESSMENT ROLL – Paradise Farms Road Maintenance SAD No. S-I-04-2016

Z. Dyba, Assistant to the Manager, presented the revised map which included the vacant parcels per Board's previous request.

Public Hearing opened at 7:44 P.M.

Mike Palmer, 10382 East Grand River – Is SAD liaison present? Vacant properties do benefit from SAD's; Township owns property within SAD and should be assessed as well.

Judy Heinz, 9730 Lyons Drive – Requested to be assessed \$0.00 based on her lots being split between public and private roads. Livingston County Road Commission takes care of the road in front of her house; pays fees to Brighton Beach Association.

Clerk Bollin read written comments received:

Judith A. Heinz, 9730 Lyons Drive – Email dated August 9, 2016 objecting to the Paradise Farms SAD and requesting her property be assessed \$0.00.

Irv Karwick, 4000 Link Drive – Supports Paradise Farms SAD.

Brian Gardiner, 4714 Link – SAD liaison; unaware of owners different from what he was provided; circulated petitions that included properties in the previous SAD based on the information that township staff provided.

Jim Sarna, Woodland Shore Drive – Vacant parcels benefit from SAD's and should be assessed.

Bob Potocki, Woodland Shore Drive – Suggested Township use taxpayer dollars to take care of old subdivisions; develop good standards.

Public Hearing closed at 7:54 P.M.:

Z. Dyba confirmed Irv Karwick did not sign the petition but has a vacant lot included in the SAD that will be assessed zero based on the petition language and clarified the property/road discrepancies raised by property owned by Judy Heinz. Manager Vick distributed map showing vacant properties including township owned properties and noted the proposed SAD district properties are consistent with the previous SAD and liaison opted to exclude the vacant properties consistent with the expired SAD. Brian Gardiner, Paradise Farms SAD Liaison, was present to answer questions. Discussion included SAD boundaries, lack of provision for assessments against vacant parcels if they are built on during the term of the SAD. B. Vick confirmed the Township owned properties are not within the SAD.

P. Michel moved and L. Weaire seconded to **adopt Resolution No. 16-021 confirming the special assessment roll for Paradise Farms Road Maintenance Special Assessment District, SAD No. S-I-04-2016, with a \$0.00 assessment on Parcel ID # 12-29-201-199 and redistributing the direct costs against the remaining parcels in the SAD.**

Ayes: L. Weaire, C. Doughty, M. Slaton, D. Hawk, P. Michel

Nays: A. Bollin

Motion carried.

PRESENTATION AND ACCEPTANCE – FY' 2015-2016 Audit

John Pfeffer and Charlie Hainstock, Pfeffer, Hanniford & Palka, presented the FY' 2015/16 Audit.

P. Michel moved and D. Hawk seconded to **accept the FY' 2015-2016 audit as presented.**

Motion carried.

ADOPTION OF BUDGET AMENDMENT # 3, FY' 2016-17

Clerk Bollin provided overview of proposed budget amendment related to the permanent relocation of a voting precinct and purchase of new Electronic Poll Book laptops.

L. Weaire moved and C. Doughty seconded to **adopt Resolution No. 16-022 approving Budget Amendment # 3, FY' 2016-17.**

Ayes: P. Michel, D. Hawk, M. Slaton, C. Doughty, L. Weaire, A. Bollin

Nays: None.

Motion carried.

APPROVAL OF LANDSCAPING DESIGN AND GROUND SIGN CONCEPTS – PEA, Inc.

Jeff Smith, PEA Consultant, summarized the changes based on the Board's previous discussion. Consensus was to proceed with bids including an alternate bid for sign design "C".

ACCEPTANCE OF PROPOSAL – Grinder Pump Installations and Sanitary Sewer Repairs, TLS Construction

Z. Dyba, Assistant to the Manager, provided an overview of the bidding and review process and summarized his recommendation based on review of past invoices. Discussion included the bid comparison, hourly rate, after-hours rate, contract term, adding an extension clause, and clarification on the attachments.

C. Doughty moved and L. Weaire seconded to **accept the proposal from TLS Construction dated July 13, 2016 and authorize the Township Supervisor and Township Clerk to sign the contract with a contract term of September 1, 2016 through August 31, 2017 upon adding a clause for a one (1) year extension if acceptable to the contractor and upon incorporating the exhibits as discussed.**

Ayes: P. Michel, D. Hawk, M. Slaton, C. Doughty, L. Weaire, A. Bollin

Nays: None.

Motion carried.

Motion carried.

Further discussion included the request that the proposed Memorandum of Understanding with BAS and the proposed changes to the Articles of Incorporation be provided to the full Board and that the new director present an overview of the new SELCRA model within the near future. Request for inclusion in the minutes by Clerk Bollin that she supports SELCRA but cannot support a request for invoice payment from the Township that is tied into an adopted budget showing a different amount and not knowing what the SELCRA service model looks like.

DISCUSSION – SAD Delinquency Update

Manager Vick provided an overview of the current delinquent SAD process including chargebacks. Discussion included currently adopted policies including SAD parameters, petition language, and confirmation that no advisory petitions are circulated per adopted policies specifically any cost sharing projects committing financial participation/advance funding by the Township and that budget time is the appropriate time for discussion on this type of project. Other items discussed included revisiting the reapportionment language with special consideration given to the timing of the annual review and the different types of SAD's (i.e. maintenance v. improvement v. bonded projects), tiered assessments in certain instances, assessments for vacant lots that later get built on, and Livingston County's role in the process. Consensus was for staff to present revisions to Policy 709, SAD parameters, based on the discussion.

REPORTS AND CORRESPONDENCE

REPORTS

Planning Commission Regular Meeting Minutes – June 13, 2016

P. Michel – SELCRA upcoming meeting with St. Patrick's regarding repurposing of the skate park.

M. Slaton – Upcoming PC meeting.

L. Weaire – BAFA update including passage of their millage, recruiting and retaining employees/on-call firefighters.

A. Bollin – Upcoming LCWA meeting and adoption of resolution outlining financial obligations through the Master Operating Agreement. Requested Manager to explore broadcasting on the AT&T public access channel; also noted that the existing cable transmission equipment is outdated (works with XP) and that franchise monies could be used to upgrade the equipment.

DEPARTMENTS

Treasurer's Reports – April, May, June 2016

Voter Turnout Report – August 2016

Infrastructure Alternatives, Inc. Monthly Operating Report – July 2016

AT&T Annual Video Report – July 15, 2016

MANAGER –

Provided update on infiltration.

CORRESPONDENCE

None.

CALL TO THE PUBLIC

Mike Palmer, East Grand River – SELCRA is a dead issue; shortfalls are ongoing; taxpayer dollars being spent. What happened to the resident's money for the property sold after the house demolition? SAD.gov website.

Bob Potocki, Woodland Shore Drive – Board needs to talk to the voters about spending; Township has a Park Fund of \$870,000 and 75 acre park from Dan Boss at Hyne and Hacker why didn't you tell us?

Jim Sarna, Woodland Shore Drive – Inconsistencies when applying laws; BTBT is indifferent; Roberts Rules are for large groups; user-friendly; why are ZBA fees so high compared to other communities?

Memorandum

Date: October 3, 2016 Work Session
To: Brighton Township Board of Trustees
From: Township Manager
SUBJECT: Engineering Services– Request For Qualifications

The Brighton Township professional Services Agreement between Brighton Township and Orchard, Hiltz & McCliment (OHM) expires on October 17, 2016. OHM has served as the general services engineer for Brighton Township since 2005. In anticipation of the Board's consideration of this topic, I have placed a Request For Qualifications (RFQ) on MITN (Michigan Inter-Governmental Trade Network) with a submission deadline of October 11th. Per MITN, the attached spreadsheet reflects the number of companies that have downloaded the RFQ packet. The firms that have been highlighted on the spreadsheet represent firms that made a RFQ submission back in 2005.

Given the timing of the election and the anticipated addition of newly elected board members it would make sense to include those newly elected members in the selection process. I have spoken to OHM and they understand the unique timing and they are receptive to a limited contract extension (e.g. month to month, 90 days, etc.) to afford the new Board the opportunity to conduct their selection process. If this is agreeable to the Board I will send out a communication via MITN to all prospective applicants to inform them of the intended action (e.g. limited extension and selection process post-election)

It is recommended that the Board, at its October 17th meeting, temporarily extend the current service agreement with OHM. I have included the RFQ packet for your review. If there are any comments or clarifications that we would like to get to the potential applicants prior to their submission we can do so following the October 3, 2016 work session.

Attached:

- RFQ Packet
- MITN spreadsheet of RFQ recipients.
- Existing Service Agreement with OHM

**CHARTER TOWNSHIP OF BRIGHTON
REQUEST FOR QUALIFICATIONS
RFQ #16-01**

CIVIL ENGINEERING, SURVEYING, ENVIRONMENTAL AND FIELD SERVICES

ISSUED: SEPTEMBER 20, 2016

DUE DATE / LOCATION: OCTOBER 11, 2016

Proposals are due by 11:00 a.m.

Sealed Proposals shall be addressed as Follows:

The Office of Township Manager
Brighton Township Hall
4363 Buno Road
Brighton, MI 48114-9298

Successful contractor must provide proof of required insurance. Quotations must be submitted on the forms provided at the above address and shall be presented in a sealed envelope clearly marked "CIVIL ENGINEERING, SURVEYING, ENVIRONMENTAL AND FIELD SERVICES RFQ". FAX copies will not be accepted. The Township reserves the right to waive all informalities in the bidding process and may reject any or all proposals, in whole or in part, for reasons deemed to be in the best interest of the Township.

REQUEST FOR QUALIFICATIONS (RFQ)

INTRODUCTION

Brighton Charter Township is located in Livingston County at the crossroads of I-96 and US-23. The Township is predominately residential with a population of approximately 18,000. The Township is seeking a highly qualified firm to provide consultant civil engineering services.

BACKGROUND AND EXPERIENCE

Your RFQ response should include the following information:

1. Name, address, and brief history of firm.
2. Resumes of key personnel to be assigned. Specifically identify the project manager assigned to Brighton Township.
3. Submit a minimum of five public employer references
4. Firm Qualifications
 - a. Describe at least five projects involving work with governmental agencies within the last three years. Description should include as a minimum of the following information:
 - i. Customer name and address with contact person
 - ii. Project name and locations
 - iii. Size of projects
 - iv. Dollar amount of contracts
 - v. Description / scope of work.

SCOPE OF WORK

Brighton Township is seeking qualifications from qualified professional engineering firms so that the Township may retain a full service firm to provide a variety of services. The engineering services desired include, but are not limited to, technical guidance and advice, development of detailed studies on specific subjects, designs of public infrastructure projects, conducting of investigations and engineering and construction observation, preparation of reports, project management, grant material preparation and submittal, and on-site representation during construction of projects. The areas of expertise that will be required will be mainly civil engineering, but mechanical, electrical, sanitary, water, process and environmental engineering services, as well as traffic engineering, landscape design, and architectural services may occasionally be needed. The statement of qualifications should clearly explain which of these services would be provided by your firm and which would be provided by sub-consultants. Sub-consultants should be identified within your firm's submitted material and specifying the business relationship between your firm and the sub-consultant.

The duties of the engineering firm are expected to generally fall within the following categories:

- Site Plan Review (commercial)

- Design Engineering
- Construction and Inspection
- Project Administration
- General Civil Support
- Record Retention and Maintenance

Typical issues and projects may include

1. Site plan engineering review coordinated with the Township Planner
2. Contract review and recommendations on all projects
3. Research, review and other assistance in drafting guiding documents (e.g. engineering standards, water/sewer ordinances)
4. Assistance in establishing special assessment districts (SAD's). Particularly design and cost related to water, sewer and road improvements
5. Regularly attend Planning Commission meetings to provide professional advice on engineering matters. Attend Board of Trustee, Utilities Committee and other meetings as needed.
6. Provide inspection services during the construction of private sector development projects.
7. Assist Brighton Township with grant applications and grant compliance.
8. Provide project management and construction observation services during the construction of the projects and provide monthly reports to the Township Board and their designee.

The Township employs outside consultants for legal and master planning services, which the successful engineering firm will be expected to coordinate its efforts with during the course of providing its services. Please provide a description of how you have worked successfully in other similar arrangements and what those coordinated efforts have looked like.

As a part of this service contract, the engineering firm will collect, review, and utilize existing information that Brighton Township has, such as, but not limited to: surveys, utility plans, topographical maps, right-of-way maps, record drawings, conceptual plans and drawings, soil investigations, and be responsible for appropriately utilizing any such information in connection with services performed. Additionally, storm water and soil erosion control measures as required for the proper design and construction of each project and interfacing with the County for enforcement of such measures during the construction and inspection phase, shall be part of the engineering consultant's responsibility in providing professional services.

SITE PLAN REVIEW

Brighton Township has seen a steady increase in new and repurposed development since the Great Recession. The selected engineering consultant will review preliminary and final site plans in coordination with the Township Planner and offer a comprehensive review letter with each review. The reviews will incorporate the requirements of the Township's Zoning Ordinance, engineering standards, general ordinance provisions (where applicable), drainage and soil erosion control, sanitary sewer standards, access to roads and highways, and other regulatory issues of an engineering nature. The

engineering consultant will bill individually for review, since the Township assesses these costs to the person requesting the review

DESIGN ENGINEERING SERVICES

These services will consist of professional technical engineering services required to prepare construction drawings, specifications, and bid documents for various projects, together with the detailed estimate of the related construction costs. These duties shall include the generation or acquisition of field surveys, material testing, geotechnical and soils investigations, subaqueous investigations, investigations of contaminated soils and other pertinent information if required for the proper design of a project. These necessary tasks shall be provided by or obtained by the engineering consultant as part of the responsibility to provide professional engineering services for any project. The design services shall be consistent with sound engineering practices and shall meet all applicable codes, regulations, grant or funding requirements, and appropriate standards. These services may include administration of the bidding process including bidder prequalification, plan disbursement, processing and preparation of addendums, participation in bid opening, analysis of bids, and bid award recommendations as directed by the Township.

Contract documents, plans and specifications will be in accordance with the current Brighton Township construction / engineering standards where applicable. Some Brighton Township residents are served by community water sources (e.g. City of Brighton, FIB or LCWA) necessitating that the successful firm have experience and knowledge with water distribution systems.

All digital design engineering will meet the Brighton Township Engineering Standard and be GIS compatible, unless otherwise approved by the Township. All plans, original drawings, electronic files, specification reports, photographs, and other documents relative to a project which the engineering firm prepares or causes to be prepared in connection with services performed shall, although being maintained and stored by the engineering firm, become the property of the Township. Also all sketches, charts and other data prepared by the engineering consultant shall be available to the Township upon request. The Engineering Consultant shall be responsible for the preparation of any required permit applications including any necessary drawings and supporting information and shall assist the Township in obtaining permits.

CONSTRUCTION AND INSPECTION SERVICES

These services will consist of professional construction and inspection services and working with the Township staff to adequately assure that work has been completed in compliance with the approved construction drawings and specifications. The construction and inspection services shall be consistent with sound engineering practices and shall include, but not necessarily be limited to, construction administration, inspection services, and plan review and approval processes, field survey, material testing, geotechnical and soil investigations subaqueous investigations, investigations for contaminated soils, and other pertinent information if required for the proper construction of a project. Under this phase, the engineering consultant shall work closely with the Township's staff, consult with and advise

the Township on all aspects of the project and act as the Township's professional representative for the project and perform the duties as the project engineer under the direction of the Township Manager.

The Engineering consultant shall review, approve, advise and consult with the Township regarding preliminary and final drawings, change orders, guarantees, pay estimates, and other related matters. The Engineering Consultant shall maintain and store for the Township record drawings and computer digital data of the complete "as-built" construction work that will be available to the Township within three months of the completion of all projects. At the conclusion of a project, a final project report and certification prepared by a professional engineer licensed in the State of Michigan shall be provided to the Township.

PROJECT ADMINISTRATION

When working on a specific project, the Consultant will act on behalf of the Township, as an agent of the Township, in providing administration for the project. Project administration may also include Design Engineering and Construction and Inspection Services.

During the Design Engineering phase, this may include, but is not limited to, coordinating the advertising of the project for bidding, attending bid openings, tabulating bids, and recommending an acceptable bidder in compliance with all applicable laws, regulations and rules, including without limitation the Township purchasing policy. During the construction engineering and inspection phase, project administration may include, but is not limited to, conducting preconstruction meetings, holding progress meetings, preparing meeting notes and progress reports, preparing pay estimates, and coordinating all parts of the project on behalf of the Township.

GENERAL CIVIL SUPPORT

General Civil Support service shall include a variety of engineering and technical duties. These duties may vary from simple technical tasks supporting staff, to working closely with the Township officials and Planning Commission to conceptualize and analyze future public improvements in the form of Pre-Design Engineering. General Civil Support may also be understood to include the potential to provide technical services such as landscape design, architectural services, and environmental analysis as well as any other support services that may aid the staff in performing the duties of the Township departments. The duties listed in General Civil Support will generally fall outside of the categories of Design Engineering Services, construction and Inspection Services which will normally be performed on a project by project basis.

SANITARY SEWER SYSTEM

The day to day operations of the Brighton Township Sanitary Sewer System are performed by a private firm, currently Infrastructure Alternatives, Inc., with whom Brighton Township has contracted operation and maintenance services. The successful engineering consultant MUST have significant knowledge and experience in providing engineering services to municipalities with a comparable sanitary sewer system. Below is a brief description of the Brighton Township sanitary sewer system.

The Wastewater Treatment Plant opened in 2002 to an initial 1,000 customers. The wastewater collection and treatment system was built at a cost of \$17.9 million dollars and consists of extended air activated sludge, ultraviolet light disinfection, and sand filtration. The system has a design capacity of 650,000 gallons per day. Flow through the plant between 4/1/13 and 9/30/13 was 56,996,200 gallons with an average of 311,454 gallons per day. During the same period, the average flow per REU was 179 gallons per day. Between 4/1/13 and 9/30/13 the plant averaged 1770 REU's paying the Operation and Maintenance charge.

Local Collection System

The local collection system was originally constructed under contract 0115.391-S1. The system has been expanded since that time. The local collection system consists of low pressure sanitary sewer including 69,500 linear feet of 1.5-inch sewer leads; 73,000 linear feet of 2-inch, 3-inch, 4-inch, 6-inch, 8-inch, and 12-inch force main. There are approximately 1,000 residential customers and 160 commercial customers on sanitary sewer. The Township owns and maintains all grinder pumps that service 90 percent of sanitary customers. The E-1 Grinder Pumps service customers who are connected to low-pressure sewer. The local collection system is also comprised of 9,400 linear feet of 8-inch gravity sewer and five Gorman-Rupp submersible pump stations (Pump stations 4,5,6,7 & 8). Each of the pump stations contains a generator receptacle and manual transfer switch.

Transmission Sewer System

The transmission sewer consists of approximately 28,000 linear feet of 8-inch, 10-inch, 12-inch, 18-inch, 21-inch, and 24-inch gravity sewer, and 13,500 linear feet of 2-inch, 3-inch, 12-inch, and 16-inch force main and 3 Gorman-Rupp self-priming pump stations (Pump Stations 1, 2, & 3). Pump stations 2 & 3 contain a generator receptacle and manual transfer switch. The Township owns a portable diesel engine driven generator with a receptacle that is compatible with both the local and transmission sewer pump stations.

Wastewater Plant

The Brighton Charter Township WWTP is a Class B facility capable of handling 0.65 million gallons a day. The treatment process begins with coarse bar screening followed by fine screening located in the influent channel in the service building. The fine screen is a Microstrainer manufactured by Lakeside. Following screening, wastewater then goes through grit removal in the John Meunier vortex grit tank. After preliminary treatment, the wastewater is introduced to the horizontal brush oxidation ditches and is mixed with the return activated sludge (RAS).

After aeration, ferric chloride is added to the effluent for phosphorous removal and flow is then split and sent to the two final clarifiers. The final clarifiers are manufactured by Westech and uses several enhanced treatment features such as spiral scraper arms and peripheral density baffles. After clarification, the secondary effluent is routed to the Sand Filters. This plant is

equipped with Parkson DynaSand sandfilters, which use upflow filtration. From the sand filters, the wastewater is disinfected using Acquionics, Inc. medium pressure inline ultraviolet disinfection units. After this point, the final effluent is metered and discharged through a grouted, heavy rip-rap cascade outfall into Woodruff Creek. Waste activated sludge removed from the process is stored in two concrete, below grade sludge storage tanks equipped with air diffusers.

To assist in operation, the wastewater treatment plant also features a fully equipped onsite laboratory, a supervisor's office, garage, emergency generator, and three interiorly located automatic samplers for raw sewage, secondary effluent, and tertiary effluent.

INSURANCE

The engineering consultant shall acquire and continuously maintain during the period in which the engineering consultant is performing any services on behalf of the Township, insurance coverage of types and amounts acceptable to the Township. The Consultant must provide the Township with acceptable proof of the types and amounts of insurance coverage. A minimum of 30 days' notice to the Township prior to cancellation of, or material change in, any such insurance shall be noted on each certificate. The Township shall be listed as an additional insured on the Certificate of Insurance.

TYPE	MINIMUM COVERAGE	
Type of Insurance:		
1. Workmen's Compensation Insurance and Employer's Liability		
a. Limit:	As required by laws of State of Michigan	
2. Public Liability & Property Damage:		
a. Bodily Injury:	Each Occurrence:	\$1,000,000
	Aggregate:	\$2,000,000
b. Property Damage:	Each Occurrence:	\$1,000,000
	Aggregate:	\$2,000,000
3. Owner's and Contractor's Protective Liability & Property Damage:		
a. Bodily Injury:	Each Occurrence:	\$1,000,000
	Aggregate:	\$2,000,000
b. Property Damage:	Each Occurrence:	\$1,000,000
	Aggregate:	\$2,000,000
4. Motor Vehicle (including Owner, Hired and Non-Owned Vehicles):		
a. Bodily Injury:	Each Occurrence:	\$1,000,000
b. Property Damage:	Each Occurrence:	\$1,000,000
c. Combined single limit:		\$2,000,000

DISCLOSURES / CONFLICTS OF INTEREST

The consultant should state its policy on conflicts of interest and how it proposes to handle situations where a conflict might occur. Please indicate any existing or potential conflicts of interest with the Township and other parties you represent. Detail current and past contracts with private firms within Brighton Township. The Township Desires to hire a consultant that will be able to handle all engineering requirements free from conflicts which could arise due to separate contractual arrangements that the consultant may be party to.

FEE FOR SERVICES

Engineer firms responding to this RFQ are requested to provide their labor rates for the provision of the various services in a separate envelope labeled "Engineering Review Schedule". As well as flat fees for the following services:

POTENTIAL PROJECTS

While project planning is tied directly with the annual budget adoption process, some of the possible projects that could be funded in upcoming years include:

- Sidewalk / Pathway plan implementation (Phase 3)
- Engineering Standards Update
- SAW Grant Acceptance and Implementation

TERMS OF ENGAGEMENT

The term of the agreement would be for three years serving at the pleasure of the Township with a 90 day cancellation option with written notice by either party. The contract may be renewed for an additional three years with the consent of both parties.

Please submit nine (9) copies of proposals in the order and format of this RFQ

<u>Plat Review</u>	<u>First Two Reviews \$</u>	<u>Additional reviews</u>
Tentative Preliminary Plat Review	\$ _____	Hourly
Final Preliminary Plat Review	\$ _____	Hourly
Final Plat Review	\$ _____	Hourly
 Engineering Drawings	 <u>Estimated Const. Cost</u>	 <u>Fee Percentage</u>
	\$0 - \$100,000	_____ %
	\$100,001 - \$2,000,000	_____ %
	\$2,000,001 - and above	_____ %
	The percentage fee covers two reviews. The third	

review and beyond shall be hourly according to the approved Hourly Rate Schedule

Site Plan & PUD Review	First Two Reviews \$	Additional reviews
Parallel Plan Review (PUD's)	\$	Hourly
PUD Plan Review	\$	Hourly
Preliminary Site Plan Review	\$	Hourly
Final Site Plan Review	\$	Hourly
Commercial / Industrial Site Plan	\$	Hourly

Engineering Drawings	Estimated Const. Cost	Fee Percentage
	\$0 - \$100,000	%
	\$100,001 - \$2,000,000	%
	\$2,000,001 - and above	%

The percentage fee covers two reviews. The third review and beyond shall be hourly according to the approved Hourly Rate Schedule

Rezoning Review Special Land Use	First Two Reviews \$	\$

Private Road Plan Review	Estimated Const. Cost	Fee Percentage
Engineering Drawings	\$0 - \$100,000	%
	\$100,001 - \$2,000,000	%
	\$2,000,001 - and above	%

The percentage fee covers two reviews. The third review and beyond shall be hourly according to the approved Hourly Rate Schedule

Traffic Study Review	Hourly

Soil Removal & Fill Permit	Permit Review	\$
	Site Inspection	\$
	Additional Inspections	\$

Miscellaneous	Variance Review	\$
Miscellaneous	Site visit Inspections	\$
Miscellaneous	Pre-application Meetings	\$*

*Currently no charge indicate if other

Company Name	City	State	Zip
ABE Associates, Inc.	Detroit	MI	48202
AECOM	Southfield	MI	48034
Anderson, Eckstein and Westrick, Inc.	Shelby Township	MI	48315
ATC Group Services LLC	Novi	MI	48377
Barr Engineering	Ann Arbor	MI	48108
Bergmann Associates	Lansing	MI	48917
Boss Engineering	Howell	MI	48843
CE Power Solutions	Cincinnati	OH	45232
CHMP, Inc.	Grand Blanc	MI	48439
Civil & Environmental Consultants, Inc.	Novi	MI	48375
DLZ Michigan, Inc.	Lansing	MI	48911
Doshi Associates, Inc	Troy	MI	48098
Edgewater Resources	St. Joseph	MI	49085
Environmental Resources Group, LLC	Wixom	MI	48393
EnviroSolutions, Inc	Westland	MI	48185
Fishbeck, Thompson, Carr & Huber, Inc.	Grand Rapids	MI	49546
Fleis & VandenBrink Engineering, Inc.	Grand Rapids	MI	49546
Geosyntec Consultants	Oak Brook	IL	60523
GeoTran Consultants LLC	Brighton	MI	48116
Giffels-Webster Engineers, Inc.	Birmingham	MI	48009
Hubbell, Roth & Clark, Inc.	Bloomfield Hills	MI	48303
Johnson & Anderson, Inc.	Waterford	MI	48328
JSS - Macomb, LLC	Utica	MI	48315
Livingston Engineering LC	Brighton	MI	48114
Niswander Environmental, LLC	Brighton	MI	48116
Northwest Consultants, Inc.	Canton	MI	48187
NOVA Consultants, Inc.	Novi	MI	48375
NTH Consultants, Ltd.	Northville	MI	48168
Orchard Hiltz & McCliment Inc.	Livonia	MI	48150
PMA Consultants LLC	Detroit	MI	48226
Process Results, Inc.	Saline	MI	48176
Professional Engineering Associates, Inc.	Troy	MI	48083
ROWE Professional Services Company	Flint	MI	48502
Soil and Materials Engineers Inc	Plymouth	MI	48170
Somat Engineering, Inc.	Detroit	MI	48226
Spalding DeDecker Associates, Inc.	Rochester Hills	MI	48307
Stantec	Okemos	MI	48864
Stantec Consulting Michigan, Inc.	Ann Arbor	MI	48108
Testing Engineers & Consultants, Inc.	Troy	MI	48099
Tetra Tech	Ann Arbor	MI	48108
Tetra Tech GEO	Ann Arbor	MI	48108
Value Engineering	East Lansing	MI	48823
Wade Trim	Detroit	MI	48226
Washtenaw Engineering	Ann Arbor	MI	48103
Mannick & Smith Group	Monroe	MI	48162

CONTINUING SERVICES AGREEMENT
Between
Charter Township of Brighton
And
Orchard, Hiltz & McCliment, Inc.
For
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of October 17, 2011 between Charter Township of Brighton with its main office located at 4363 Buno Road, Brighton, MI 48114 (CLIENT) and Orchard, Hiltz & McCliment, Inc., a Michigan corporation with its main office located at 34000 Plymouth Road, Livonia, MI 48150 (CONSULTANT).

From time to time CLIENT intends to engage CONSULTANT to provide professional services. This Agreement sets forth the general terms and conditions which shall govern the relationships and performance of CLIENT and CONSULTANT, if and only if one or more individual Project Supplements are agreed to under this Agreement. Each engagement will be documented by an individual Project Supplement.

CLIENT and CONSULTANT in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 – SERVICES OF CONSULTANT

1.01 Scope

A. The services to be provided by CONSULTANT will include the Basic and Additional Services set forth in Exhibit A, "Description of Consultant's Services," as authorized by CLIENT as provided herein. Services for each Specific Project will be detailed in a duly executed individual Project Supplement. Each Project Supplement will indicate the specific tasks and functions to be performed and deliverables to be provided.

B. The general format of a Project Supplement is shown in Attachment 1 to Exhibit A.

C. This Agreement is not a commitment by CLIENT to CONSULTANT to issue any Project Supplements.

D. CONSULTANT shall not be obligated to perform any prospective Project Supplement unless and until CLIENT and CONSULTANT agree as to the particulars of the Specific Project, CONSULTANT'S services, CONSULTANT'S compensation, and all other appropriate matters.

1.02 Project Supplement Procedure

A. CLIENT and CONSULTANT shall agree on the scope, time for performance, and basis of compensation for each Project Supplement.

B. CONSULTANT will commence performance as set forth in the Project Supplement.

ARTICLE 2 – CLIENT'S RESPONSIBILITIES

2.01 General

A. CLIENT shall have the responsibilities set forth herein, in Exhibit B, "Schedule of Client's Responsibilities," and in each Project Supplement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES; SUSPENSION

3.01 Term

A. This Agreement shall be effective and applicable to Project Supplements issued hereunder for five (5) years from the effective date of the Agreement.

B. This Agreement may be extended or renewed, with or without changes, by written amendment establishing a new term.

3.02 Times for Rendering Services

A. The times for performing services or providing deliverables will be stated in each Project Supplement. If no times are so stated, CONSULTANT will perform services and provide deliverables within a reasonable time.

B. For purposes of this Agreement, the term "day" means a calendar day of 24 hours.

C. The time for a party's performance will be extended to the extent performance was delayed by causes beyond the control and without the fault of the party seeking the extension. That party shall promptly notify the other party in writing when it is being delayed.

3.03 Suspension

A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase under a Project Supplement, or if CONSULTANT'S services are delayed through no fault of CONSULTANT, CONSULTANT may, after giving seven days written notice to CLIENT, suspend services under the individual Project Supplement.

B. If CONSULTANT'S services under a Project Supplement are delayed or suspended in whole or in part by CLIENT, or if CONSULTANT'S services under an individual Project Supplement are extended by a Contractor's actions or inactions for more than 90 days through no fault of CONSULTANT, CONSULTANT shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect incremental costs incurred by CONSULTANT in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under the individual Project Supplement has been revised.

ARTICLE 4 – PAYMENTS TO CONSULTANT

4.01 Payment for Services and Reimbursable Expenses of CONSULTANT

A. CLIENT shall pay CONSULTANT as set forth herein and in each individual Project Supplement.

4.02 Other Payment Provisions

A. *Preparation of Invoices.* Invoices for each individual Project Supplement will be prepared in accordance with CONSULTANT'S standard invoicing practices and will be submitted to CLIENT by CONSULTANT monthly, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C, "Payments to Consultant for Services and Reimbursable Expenses," and each individual Project Supplement.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payments due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT'S invoice, the amounts due CONSULTANT will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less) from said 30th day.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may

be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, CONSULTANT will be entitled to invoice CLIENT and will be paid in accordance with each individual Project Supplement for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

2. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, CONSULTANT, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT'S subconsultants, and other related close-out costs, using methods and rates for additional services as set forth in each individual Project Supplement.

E. *Records of CONSULTANT'S Costs.* Records of CONSULTANT'S costs pertinent to CONSULTANT'S compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT'S charges and upon CLIENT'S timely request, copies of such records will be made available to CLIENT at cost.

F. *Legislative Actions.* In the event of legislative actions after the effective date of an individual Project Supplement by any level of government that imposes taxes, fees, or costs on CONSULTANT'S services or other costs in connection with that individual Project Supplement or invoiced to and paid by CLIENT as a reimbursable expense to which a Factor of 1.0 shall be applied. Should such taxes, fees or costs be imposed, they shall be in addition to CONSULTANT'S estimated total compensation.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. CONSULTANT'S opinions of probable Construction Cost (if any) are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as an experienced and qualified professional generally familiar with the industry. However, since the CONSULTANT

has no control over the cost of labor, materials, equipment, or services furnished by others, or over a Contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by CONSULTANT. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator as provided in Exhibit B.

5.02 Opinions of Total Project Costs

A. CONSULTANT assumes no responsibility for the accuracy of opinions of total project costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 Standards and Parameters of Performance

A. The standard of care for all professional consulting and related services performed or furnished by CONSULTANT in this Agreement will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services.

B. CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting there from, and CLIENT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

C. CONSULTANT shall serve as CLIENT'S prime professional under each individual Project Supplement. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services. CONSULTANT shall not be required to employ any subconsultant unacceptable to CONSULTANT.

D. CONSULTANT and CLIENT shall comply with applicable laws or regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of the effective date of each individual Project Supplement. Changes to these requirements after the effective date of each individual Project Supplement may be the basis for modifications to CLIENT'S responsibilities or to CONSULTANT'S scope of services, times of performance, or compensation.

E. CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of the CONSULTANT.

G. Prior to the commencement of the Construction Phase on a Specific Project, CLIENT shall notify CONSULTANT of any variations from the language indicated in "Notice of Acceptability of Work," or any other notice or certification that CONSULTANT will be requested to provide to CLIENT or third parties in connection with a Specific Project. CLIENT and CONSULTANT shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable CONSULTANT to provide notices or certifications requested.

H. If a Construction Cost limit for a Specific Project is established between CLIENT and CONSULTANT, such Construction Cost limit and a statement of CONSULTANT'S rights and responsibilities with respect thereto will be specifically as set forth in this Agreement and the individual Project Supplement.

I. CONSULTANT shall not be required to sign any documents, no matter by who requested, that would result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain within its services for that specific project. CLIENT agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon CONSULTANT signing any such certification.

J. If CONSULTANT provides services during the construction phase of a specific project, CONSULTANT shall not supervise, direct, or have control over a Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with laws and regulations applicable to a Contractor's furnishing and performing the work.

K. CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the contract documents.

L. CONSULTANT shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of a Contractor's agents or employees or any other persons (except CONSULTANT'S own employees) at a site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the contract documents given by CLIENT without consultation and advice of CONSULTANT.

M. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract", Division 1 – General Requirements and Covenants in the Standard Specifications for Construction unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of each individual Project Supplement, CONSULTANT and CLIENT shall designate specific individuals to act as CONSULTANT'S and CLIENT'S representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of CLIENT under the individual Project Supplement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to a specific project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. It is understood and agreed that if CONSULTANT'S basic services under an individual Project Supplement do not include project observation, or a review of a Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT or others, then CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation or review and waives any claims against CONSULTANT that may be in any way connected thereto. In such a case, CONSULTANT'S basic services under the applicable individual Project Supplement will be considered completed upon completion of the Final Design Phase or Bidding Phase as outlined in Exhibit A and the individual Project Supplement.

6.04 Use of Documents

A. All Documents are instruments of service. CONSULTANT shall retain an ownership and property interest therein (including the right to reuse at the discretion of the CONSULTANT) whether or not a Specific Project is completed.

B. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. CONSULTANT shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

D. When transferring documents in electronic media format, CONSULTANT makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of a Specific Project.

E. CLIENT may make and retain copies of Documents for information and reference in connection with use on a Specific Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Specific Project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by CONSULTANT, as appropriate for the specific purpose intended, will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT'S subconsultants. CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT'S subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting there from.

F. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

G. Any verification of adaptation of the Documents for extensions of the Specific Project for which they were prepared or for any other project will entitle the CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

6.05 Insurance

A. CONSULTANT shall procure and maintain insurance as set forth in Exhibit D, "Insurance."

B. CLIENT shall require Contractors to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause CONSULTANT and CONSULTANT'S subconsultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for a Specific Project.

C. All policies of property insurance shall contain provisions to the effect that CONSULTANT'S and CONSULTANT'S subconsultants interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds there under.

D. At any time, CLIENT may request that CONSULTANT, at CLIENT'S sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit D. If so requested by CLIENT, with the concurrence of CONSULTANT, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT'S subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT, and Exhibit D will be amended to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement or any individual Project Supplement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any individual Project Supplement here under through no fault of the terminating party.

b. By CONSULTANT:

1) upon seven days written notice if CONSULTANT believes that CONSULTANT is being requested by CLIENT to furnish or perform services contrary to CONSULTANT'S responsibilities as a licensed professional; or

2) upon seven days written if CONSULTANT'S services under an individual Project Supplement are delayed or suspended for more than 90 days for reasons beyond CONSULTANT'S control.

3) CONSULTANT shall have no liability to CLIENT on account of such termination.

c. Notwithstanding the foregoing, neither this Agreement nor any individual Project Supplement will terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after date of receipt of the notice.

2. For convenience,

a. By CLIENT effective upon the receipt of notice by CONSULTANT.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination of this Agreement or any individual Project Supplement at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state of Michigan.

6.08 Nondiscrimination and Affirmative Action

The CONSULTANT agrees to take affirmative action to assure that applicants are employed and the employees are treated during employment in a manner, which provides equal employment opportunity and eliminates any inequality based upon race, national origin, gender, sexual orientation, religion, disability, height, weight, marital status, or veteran status.

6.09 Successors, Assigns, and Beneficiaries

A. CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and CONSULTANT (and to the extent permitted by paragraph 6.09.B the assigns of CLIENT and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither CLIENT nor CONSULTANT may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owned by CLIENT or CONSULTANT to any Contractor, Contractor's subcontractor, supplier, other individual entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph, 6.09.C, shall appear in any Contract Documents prepared for any Specific Project under this Agreement.

6.10 Dispute Resolution

A. CLIENT and CONSULTANT agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action, unless delay in initiating legal action would irrevocably prejudice one of the parties.

6.11 Hazardous Environmental Condition

A. CLIENT represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist on a Site for a Specific Project, unless set forth in the individual Project Supplement.

B. CLIENT shall disclose to the best of its knowledge to CONSULTANT the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the site of any specific project, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, CONSULTANT shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that CONSULTANT'S scope of services in any individual Project Supplement shall not include any services related to Hazardous Environmental Condition unless specifically agreed to in an individual Project Supplement. In the event CONSULTANT or any other party encounters a Hazardous Environmental Condition not specifically identified in the individual Project Supplement, CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the specific project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site of a specific project is in full compliance with applicable laws and regulations.

E. CLIENT acknowledges that CONSULTANT is performing professional services for CLIENT and that CONSULTANT is not and shall not be required to become an "arranger," "operator," "generator," or

"transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site of a specific project in connection with CONSULTANT'S activities under this Agreement.

F. If CONSULTANT'S services under any individual Project Supplement cannot be performed because of a Hazardous Environmental Condition not specifically identified in the individual Project Supplement, the existence of the condition shall justify CONSULTANT'S terminating that individual Project Supplement for cause on 30 days notice.

6.12 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners and employees from and against any and all costs, losses and damages (including, but not limited to all fees and charges of CONSULTANT'S, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and CONSULTANT'S consultants in the performance and furnishing of CONSULTANT'S services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, consultants officers, directors, partners, employees, and CONSULTANT'S consultants from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of CONSULTANT'S, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees and CLIENT'S other consultants with respect to this Agreement.
3. To the fullest extent permitted by law, CONSULTANT'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT'S negligence bears to the total negligence of CLIENT, CONSULTANT, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.12.A.2. of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and CONSULTANT'S subconsultants from and against all costs, losses and damages (including, but not limited to all fees and charges of CONSULTANT'S attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) cause by, arising out of or resulting from a hazardous environmental condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed work), including the loss of use resulting there from, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

B. Limitation of Consultant's Liability

1. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, partners, employees, agents, and consultants, and any of them to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to specific project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of CONSULTANT or CONSULTANT'S officers, directors, partners, employees, agents or consultants, or any of them, shall not exceed the total compensation of \$1,000,000 received by CONSULTANT for the individual Project Supplement.

6.13 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.14 Applicability of Continuing Services Agreement to individual Project Supplement

A. The terms and conditions set forth in this Agreement apply to each individual Project Supplement as if set forth in the individual Project Supplement, unless specifically modified. In the event of conflicts between this Agreement and an individual Project Supplement, the conflicting provisions of the individual Project Supplement shall take precedence for the individual Project Supplement. The provisions of this Agreement shall be modified only by a written amendment. Such amendments shall be applicable to all individual Project Supplements issued after the effective date of the amendment if not otherwise set forth in the amendment.

6.15 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.16 Severability

A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.17 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.18 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

6.19 Non-Exclusive and Non-Limiting Agreement

A. Nothing herein shall establish an exclusive relationship between CLIENT and CONSULTANT. CLIENT may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and CONSULTANT may enter into similar or different agreements with other Clients for the same or different services as contemplated hereunder.

B. The cumulative scope of CONSULTANT'S services and CONSULTANT'S compensation as agreed to in Individual Project Supplements hereunder shall not be limited by this Agreement.

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto and any Individual Project Supplement) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the Bidding Documents.

2. *Additional Services*-- Services to be performed for or furnished to CLIENT by CONSULTANT in accordance with an Individual Project Supplement which are not included in Basic Services for that Individual Project Supplement.

3. *Agreement*--This "Master Agreement between CLIENT and CONSULTANT for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--the form acceptable to CONSULTANT and CLIENT which is to be used by a contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*-- Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--Specified services to be performed for or furnished to CLIENT by CONSULTANT in accordance with an Individual Project Supplement.

7. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*-- document recommended by CONSULTANT, which is signed by a Contractor and CLIENT to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times.

10. *Construction Agreement*--The written instrument, which is evidence of the agreement, contained in the Contract Documents, between CLIENT and a Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between CLIENT and a Contractor concerning the Work.

12. *Construction Cost*-- The cost to CLIENT of those portions of an entire Specific Project designed or specified by CONSULTANT. Construction Cost does not include costs of services of CONSULTANT or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or CLIENT'S costs for legal, accounting, insurance counselling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to CLIENT pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*-- Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and a Contractor, Addenda (which pertain to the Contract Documents), a contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and CONSULTANT'S written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price* --The moneys payable by CLIENT to a Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*—The number of days or the dates stated in a Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by CONSULTANT'S written recommendation of final payment.

16. *Contractor*--An individual or entity with whom CLIENT enters into a Construction Agreement for a Specific Project.

17. *Correction Period*--The time after Substantial Completion during which a Contractor must correct, at no cost to CLIENT, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract documents, or has been damaged prior to CONSULTANT'S recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by CONSULTANT to CLIENT pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by CONSULTANT, which graphically shows the scope, extent, and character of the Work to be performed by a Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in a Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *Effective Date of the Individual Project Supplement*--The date indicated in the Individual Project Supplement on which it becomes effective, but if no such date is indicated, it means the date on which the Individual Project Supplement is signed and delivered by the last of the two parties to sign and deliver.

24. *CONSULTANT'S Consultants*--Individuals or entities having a contract with CONSULTANT to furnish services with respect to a Specific Project as CONSULTANT'S independent professional associates, Consultants, subcontractors, or vendors. The term CONSULTANT includes CONSULTANT'S Consultants.

25. *Field Order*--A written order issued by CONSULTANT, which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

26. *General Conditions*--That part of the Contract Documents, which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by a Contractor with respect to a Specific Project.

27. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with a Specific Project.

28. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

29. *Individual Project Supplement*--A document executed by CLIENT and CONSULTANT, including amendments if any, stating the scope of services, CONSULTANT'S compensation, times for performance of services and other relevant information for a Specific Project.

30. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

31. *PCB's*--Polychlorinated biphenyls.

32. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at 32 degrees Fahrenheit and 14.7 pounds per square inch absolute, such as fuel

oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

33. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2001 et seq.) as amended from time to time.

34. *Record Drawings*--The Drawings as issued for construction on which CONSULTANT, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which CONSULTANT considers significant based on record documents furnished by Contractor to CONSULTANT and which were annotated by Contractor to show changes made during construction.

35. *Reimbursable Expenses*--The expenses incurred directly by CONSULTANT in connection with the performing or furnishing of Basic and Additional Services for a Specific Project for which CLIENT shall pay CONSULTANT as indicated in Exhibit C or an Individual Project Supplement.

36. *Resident Project Representative*--The authorized representative, if any, of CONSULTANT assigned to assist CONSULTANT at the Site of a Specific Project during the Construction Phase. The Resident Project Representative will be CONSULTANT'S agent or employee and under CONSULTANT'S supervision. As used herein, the term Resident Project Representative includes any assistant of Resident Project Representative agreed to by CLIENT. The duties and responsibilities of the Resident Project Representative will be as set forth in each Individual Project Supplement.

37. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information, which are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to CONSULTANT to illustrate some portion of the Work.

39. *Site*--Lands or areas indicated in the Contract Documents for a Specific Project as being furnished by CLIENT upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by CLIENT, which are designated for use of a Contractor.

40. *Specifications*--That part of the Contract Documents prepared by CONSULTANT consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and certain administrative details applicable thereto.

41. *Specific Project*--An undertaking of CLIENT as set forth in an Individual Project Supplement.

42. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of CONSULTANT, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

43. *Supplementary Conditions*--That part of the Contract documents which amends or supplements the General Conditions.

44. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of CONSULTANT or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or CLIENT'S costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with a Specific Project, or the cost of other services to be provided by others to CLIENT pursuant to Exhibit B of this Agreement.

45. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided by a Contractor under Contract Documents for a Specific Project. Work includes and is the result of a Contractor performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the applicable Contract Documents.

46. *Work Change Directive*--A written directive to a Contractor signed by CLIENT upon recommendation of the CONSULTANT, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

47. *Written Amendment*--A written amendment of the Contract Documents signed by CLIENT and a Contractor on or after the Effective Date of a Construction Agreement and normally dealing with the non-consulting or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits

- A. Description of CONSULTANT'S Services
- B. Schedule of CLIENT'S Responsibilities
- C. Payments to CONSULTANT
- D. Insurance

Attachments

Attachment 1 to Exhibit A
Schedule A to Exhibit C

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 11 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between CLIENT and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Charter Township of Brighton

CLIENT
By: Thomas E. Murphy
Tom Murphy, Township Supervisor

Date: _____

Orchard, Hiltz & McCliment, Inc.

CONSULTANT
By: Rhett A. Gronevelt
Rhett A. Gronevelt, P.E., Principal

Date: 12/15/11

CHARTER TOWNSHIP OF BRIGHTON
CONTINUING SERVICES AGREEMENT

EXHIBIT A

This is EXHIBIT A, consisting of 9 pages, referred to in and part of the Continuing Services Agreement between the CLIENT and CONSULTANT dated October 17, 2011.

DESCRIPTION OF CONSULTANT'S SERVICES

Services to be provided under an individual Project Supplement may include the following:

PART 1 – BASIC SERVICES

All of the basic services indicated may not be required on all projects.

I. DESCRIPTION OF BASIC CONSULTING SERVICES – CLIENT SPONSORED PROJECTS

A1.01 Study and Report Phase

A. After authorization to proceed, CONSULTANT shall:

1. Consult with CLIENT to clarify and define CLIENT'S requirements for the project and review available data.
2. Advise CLIENT as to the necessity of CLIENT'S providing or obtaining from others data or services of the types described in Exhibit B of the Continuing Services Agreement and assist CLIENT in obtaining such data and services.
3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and participate in consultations with such authorities.
4. Provide analysis of CLIENT'S needs, and review or provide as required, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
5. Provide a general economic analysis of CLIENT'S requirements applicable to various alternatives.
6. Prepare a Report containing schematic layout sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to CLIENT and setting forth CONSULTANT'S findings and recommendations. This Report will be accompanied by CONSULTANT'S opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for consulting costs and contingencies, and (on the basis of information furnished by CLIENT) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for CLIENT pursuant to paragraphs Exhibit B of the Agreement, inclusive.
7. Furnish up to five copies of the Study and Report documents and review them in person with CLIENT.

A1.02 Design Phase

A. After authorization to proceed with the Design Phase, CONSULTANT shall:

1. In consultation with CLIENT and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

2. Advise CLIENT if additional data or services of the types described in Exhibit B of the Agreement are necessary and assist CLIENT in obtaining such data and services.
3. Provide topographic or other field surveys required for design purposes.
4. Prepare, for incorporation in the Contract Documents, drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Technical Specifications.
5. Provide technical criteria, written descriptions and design data for CLIENT'S use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist CLIENT in consultations with appropriate authorities.
6. Advise CLIENT of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to CLIENT a revised opinion of probable Total Project Costs based on the Drawings and Specifications.
7. Prepare for review and approval by CLIENT, its legal counsel and other advisors contract agreement forms, general conditions and supplementary specifications, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
8. Furnish up to five copies of the above documents and of the Drawings and Technical Specifications and present and review them in person with CLIENT.
9. Assist CLIENT in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
10. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
11. Consult with and advise CLIENT as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.
12. Consult with CLIENT concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
13. Attend the bid opening, prepare bid tabulation sheets and assist CLIENT in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

A.1.03 Construction Phase

A. Upon authorization from the CLIENT to provide Construction Phase Services, CONSULTANT shall:

1. *General Administration of Construction Contract.* CONSULTANT shall consult with and advise CLIENT and act as CLIENT'S representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said General Conditions shall not be modified, except to the extent provided in this Exhibit, and except as CONSULTANT may otherwise agree in writing. All of

CLIENT'S instructions to Contractor(s) will be issued through CONSULTANT who will have authority to act on behalf of CLIENT to the extent provided in said General Conditions except as otherwise provided in writing.

2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor(s) while it is in progress:
 - a. CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction as CONSULTANT deems necessary in order to observe as an experienced and qualified CONSULTANT the progress and quality of the various aspects of Contractor(s)' work. In addition, CONSULTANT shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist CONSULTANT and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, CONSULTANT shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and CONSULTANT shall keep CLIENT informed of the progress of the work.
 - b. The Resident Project Representative (and any assistants) will be CONSULTANT'S agent or employee and under CONSULTANT'S supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in the General Conditions of the construction contract.
 - c. The purpose of CONSULTANT'S visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase, and, in addition, by exercise of CONSULTANT'S efforts as an experienced and qualified CONSULTANT, to provide for CLIENT a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents have been implemented and preserved by Contractor(s). On the other hand, CONSULTANT shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, CONSULTANT can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
3. *Construction Staking.* CONSULTANT shall provide consulting surveys to establish reference points for construction, as provided for in the Contract Documents, to enable Contractor(s) to proceed with the work.
4. *Defective Work.* During such visits and on the basis of such observations, CONSULTANT may disapprove of or reject Contractor(s)' work while it is in progress if CONSULTANT believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
5. *Interpretations and Clarifications.* CONSULTANT shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required.

6. *Shop Drawings and Samples.* CONSULTANT shall review Shop Drawings, samples and other data, which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
7. *Substitutes.* CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph A4.01.A.14 of Exhibit A.
8. *Inspections and Tests.* CONSULTANT shall have authority, as CLIENT'S representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
9. *Disputes between CLIENT and Contractor.* CONSULTANT shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make decisions on all claims of CLIENT and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered in good faith.
10. *Applications for Payment.* Based on CONSULTANT'S on-site observations as an experienced and qualified CONSULTANT, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
 - a. CONSULTANT shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to CLIENT, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of CONSULTANT'S knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, CONSULTANT'S recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment CONSULTANT will not thereby be deemed to have represented that exhaustive, continuous or detailed review or examinations have been made by CONSULTANT to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents. CONSULTANT'S review of Contractor(s)' work for the purposes of recommending payments will not impose on CONSULTANT responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to CLIENT free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.

11. *Contractor(s)' Completion Documents.* CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to CLIENT with written comments.
12. *Inspections.* CONSULTANT shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that a CONSULTANT may recommend, in writing, final payment to Contractor(s) and may give written notice to CLIENT and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations previously expressed.
13. *Record Prints.* Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to CONSULTANT and which CONSULTANT considers significant.

A1.04 Post-Construction Phase.

- A. Upon authorization from CLIENT to begin Post-Construction Phase Services, CONSULTANT shall:
 1. Provide assistance in connection with the testing and adjusting of Project equipment of systems.
 2. Assist CLIENT in training CLIENT'S staff to operate and maintain Project, equipment and systems.
 3. Assist CLIENT in developing procedures for control of the operation and maintenance of, and record keeping for, equipment and systems for the Specific Project.
 4. Together with CLIENT, visit the Specific Project to observe any apparent defects in the Work assist CLIENT in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 5. In company with CLIENT or CLIENT'S representative, provide an inspection of the Specific Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in the individual Project Supplement, will terminate at the end of the Correction Period.

II. DESCRIPTION OF BASIC CONSULTING SERVICES – PRIVATE DEVELOPMENT PROJECTS

The CONSULTANT will provide the following services for private development projects as requested or directed by the CLIENT.

A2.01 Site Plan Reviews

- A. Participate in pre-application project reviews when requested by the CLIENT to review, with the developer, the general consulting requirements.
- B. Review engineering site (construction) plans forwarded by the CLIENT. This will be a review of the utilities (sanitary sewer, water main, and storm sewer), site grading and drainage, site paving and street improvements to determine that the plans comply with applicable CLIENT, county, and state standards and requirements, and with accepted consulting practices, as appropriate.

The following criteria will be reviewed for compliance with CLIENT requirements:

General

- a. Topographical survey based on USGS
 - b. Location of existing drainages courses, floodplains, lakes & streams, wetlands, wellhead protection areas, and other natural features
 - c. Location of proposed or existing private utilities and impact on proposed facilities
 - d. Title Block With Sheet Number/Title; Name, Address & Telephone Number of the Applicant & Firm or Individual Who Prepared the Plans; & Date(s) of Submission & any Revisions (Month, Day, Year); proper professional seal
 - e. Scale and north arrow
 - f. Location map
 - g. Legal & common description of property; net and total acreage
 - h. Zoning classification of parcel and abutting parcels
 - i. Impact of proposed development on existing buildings, structures, parking areas and other improvements on the site or within 100'
 - j. Proposed lot lines and layout, lot dimensions, setback dimensions, and buffers within the site and impact on adjacent parcels
 - k. Known existing & proposed easements
 - l. Location of exterior lighting and potential impact on utilities
 - m. Location of proposed screening in relation to public or private utilities
 - n. Verification of tree removals against proposed grading and utility construction
 - o. Landscape (trees, shrubs, planting beds) in relation to public or private utilities
1. Traffic
 - a. Geometrics of existing & proposed access points, road rights-of-way or ingress/egress easements, feasibility of traffic movements and circulation including dumpster and loading zones
 - b. Impact of proposed driveways on existing adjacent driveways and intersections.
 2. Paving
 - a. Dimension of acceleration and deceleration lanes
 - b. Dimensions of parking spaces and islands
 - c. Traffic signs and pavement markings

- d. Location of existing and proposed sidewalks and pathways
 - e. Location of proposed site signage in relation to public or private utilities
 - f. Pavement sections of proposed roads, driveways, parking lots, sidewalks, pathways, dumpster pads
 - g. Location of trash receptacles, dumpster pads, transformer pads and other screening
3. Municipal Utilities
- a. Location of sanitary sewer or septic systems, existing or proposed
 - b. Location of existing and proposed water mains, well sites, water service, gate valves and fire hydrants
 - c. Verification of ability of existing utilities to handle the increased demand
4. Stormwater Management and Grading
- a. Stormwater drainage, storm sewers, and appropriate stormwater management techniques
 - b. Site grading and drainage patterns and impact on adjacent properties
- C. Available to meet with developer's engineer to discuss plans and comments between first and second reviews.
- D. Preliminary identification of requirements for permits from other governing agencies.

A2.02 Preconstruction Phase Services.

- A. Check Contractor/Project Sponsor submittals, permits and agency approvals received, and other related project documents provided, compare them against the CLIENT'S adopted preconstruction requirements to determine when the requirements appear to all have been met, and advise the CLIENT accordingly.
- B. Schedule and attend a preconstruction meeting with representatives of the CLIENT, the Project Sponsor/Contractor(s), and other interested agencies or utility providers, to review and discuss the project, resolve questions and encourage coordination during the construction phase.

A2.03 Construction Phase Services

- A. Provide construction phase services to determine that underground storm, sanitary, and water mains, or other such improvements as requested by CLIENT, on projects within the Township are constructed in general conformance with the CLIENT standards and the approved project plans. Specifically, provide the services described as:
 - 1. With respect to improvements intended to become a part of public system(s), as detailed in the following paragraphs of this Exhibit A: A1.03.A.2 through A1.03.A.4, A1.03.A.6 through A1.03.A.9, and A1.03.A.11 through A1.03.A.13.
 - 2. When requested by the CLIENT, CONSULTANT also shall provide the services as outlined in paragraphs A1.03, A.5 and/or A1.03.A.10.

B. Provide review comments and recommendations for CLIENT approval of Contractor/Project Sponsor submittal of final measure/record plans and of any required easements for the projects.

C. Provide construction phase services as detailed in A2.03.A and A2.03B, above, with respect to improvements intended to remain private, when requested by the CLIENT.

D. Field check completed projects and/or other sites for general compliance with site plans and/or site development plans when requested by CLIENT.

III. MEETING/ATTENDANCE

A3.01 The CONSULTANT or his representative shall be available to attend one (1) regularly scheduled Township Board meeting per month to update the Board on consulting related projects as requested by the CLIENT.

A3.02 When specifically requested by authorized representative(s) of the CLIENT, the CONSULTANT or his representative shall attend any special meetings or hearings.

Part 2 - ADDITIONAL SERVICES

I. DESCRIPTION OF ADDITIONAL PROFESSIONAL SERVICES

A4.01 Additional Services Requiring CLIENT'S Authorization in Advance

A. If authorized in writing by CLIENT, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by CLIENT as indicated in an individual Project Supplement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with a Specific Project; preparation or view of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.
2. Services resulting from CLIENT'S request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.6.
3. Services required as a result of CLIENT'S providing incomplete or incorrect project information with respect to Exhibit B.
4. Providing renderings or models for CLIENT'S use.
5. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Specific Project; evaluating processes available for licensing, and assisting CLIENT in obtaining process licensing; detailed quantity surveys or materials, equipment, and labor; and audits or inventories required in connection with construction performed by CLIENT.
6. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value consulting, and constructability review requested by CLIENT; and performing or furnishing services

required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

7. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices request by CLIENT for the Work or a portion thereof.
8. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
9. Any type of property surveys or related consulting services needed for the transfer of interests in real property or providing other special field surveys.
10. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
11. Preparation of operation and maintenance manuals.
12. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration or other dispute resolution process related to a Specific Project.
13. Services resulting from significant delays, changes, or price increase occurring as a direct or indirect result of materials, equipment, or energy shortages.
14. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of any Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for a Specific Project or an excessive number of substitutions.
15. Additional or extended services during construction made necessary by (a) a significant amount of defective, neglected or delayed Work by a Contractor, or (b) default by a Contractor.
16. Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by a Contractor or others in connection with the Work on a Specific Project.
17. Furnishing of geographic information system services when requested by the CLIENT.
18. Furnishing of information technology services when requested by the CLIENT.
19. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement or an individual Project Supplement.

A4.02 Additional Services Not Requiring CLIENT'S Authorization in Advance

A. CONSULTANT shall perform or furnish, without requesting or receiving specific advance authorization from CLIENT, the Additional Services of the types listed below. CONSULTANT shall advise CLIENT in writing within seven days after beginning any such Additional Services. If CLIENT does not want CONSULTANT to continue to perform or furnish the services, CLIENT shall notify CONSULTANT in writing to cease, and CONSULTANT shall comply.

1. Additional or extended services during construction made necessary by (a) emergencies or acts of God endangering the Work, (b) an occurrence of a Hazardous Environmental Condition, (c) Work damaged by fire or other cause during construction or (d) acceleration of the progress schedule involving services beyond normal working hours.

Attachment 1

This is an individual Project Supplement consisting of 2 pages,
referred to in and part of the Continuing Services
Agreement between Client and Consultant dated October 17, 2011.

Project Supplement No. _____

In accordance with paragraph 1.01 of the Continuing Services Agreement between CONSULTANT and CLIENT for Professional Services dated _____ ("Agreement"), CONSULTANT and CLIENT agree as follows:

Specific Project Data

- A. Title: _____
- B. Description: _____

- 1. Services of CONSULTANT
- 2. CLIENT's Responsibilities
- 3. Times for Rendering Services:

Phase	Completion Date/Time

- 4. Payments to CONSULTANT
 - A. Method(s) of Payment by Phases

CLIENT shall pay CONSULTANT for services within each phase as follows:

Phase	Method of Payment	
	Basic Services	Additional Services
Study and Report		
Design		
Construction		
Post-Construction		
Other		

- B. For Method of Payment A, Lump Sum

The total compensation for services identified under paragraph 1, Services of Consultant is \$ _____ based on the following assumed distribution:

Phase	Estimated Compensation
Study and Report	
Design	
Construction	
Post-Construction	
TOTAL	

C. For Method of Payment B, Hourly:

1. The hourly rates shall be as shown on Schedule A, Billing Rate Schedule of Exhibit C of the Continuing Services Agreement.
2. The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$_____ based on the following assumed distribution:

Phase	Estimated Compensation
Study and Report	
Design	
Construction	
Post-Construction	
TOTAL	

5. Subconsultants:

6. Other Modifications to Continuing Services Agreement:

7. Attachments:

8. Documents Incorporated By Reference:

Approval and Acceptance: Approval and acceptance of this individual Project Supplement No. _____, including the attachments listed above, shall incorporate this document as part of the Continuing Services Agreement. CONSULTANT is authorized to begin performance upon its receipt of a copy of this individual Project Supplement signed by CLIENT.

The effective date of this individual Project Supplement No. _____ is _____, 2011.

Charter Township of Brighton
CLIENT

Orchard, Hiltz & McCliment, Inc.
CONSULTANT

Signature Date

Signature Date

Name

Name

Title

Title

CHARTER TOWNSHIP OF BRIGHTON
CONTINUING SERVICES AGREEMENT

EXHIBIT B

This is EXHIBIT B, consisting of 2 pages, referred to in and part of the Continuing Services Agreement between the CLIENT and CONSULTANT dated October 17, 2011.

Schedule of CLIENT'S Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities except as stated in an individual Project Supplement.

B2.01 In addition to other responsibilities of CLIENT as set forth in this Agreement, CLIENT shall:

A. Provide CONSULTANT with all criteria and full information as to CLIENT'S requirements for a Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT'S standard forms, conditions, and related documents for CONSULTANT to include in the Bidding Documents, when applicable.

B. Furnish to CONSULTANT any other available information pertinent to a Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of a Specific Project.

C. Following CONSULTANT'S assessment of initially-available project information and data and upon CONSULTANT'S request, furnish or otherwise make available such additional project related information and data as is reasonably required to enable CONSULTANT to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Specific Project Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Specific Project Site, and adjacent areas.
6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the individual Project Supplement.

D. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition of a nature or extent not identified in the individual Project Supplement or of any other development that affects the scope or time of performance of CONSULTANT'S services, or any defect or nonconformance in CONSULTANT'S services or in the work of any Contractor.

E. Authorize CONSULTANT to provide Additional Services as set forth in the individual Project Supplement as required.

F. Arrange for safe access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under the individual Project Supplement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT for a Specific Project (including obtaining advice of an attorney, insurance counselor, and other advisors or CONSULTANTS as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of a Specific Project designed or specified by CONSULTANT and such reviews, approvals, and consents from others as may be necessary for completion of each phase of a Specific Project.

I. Provide, as required for a Specific Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to a Specific Project as CLIENT requires, a Contractor raises, or CONSULTANT reasonably requests.
3. Such auditing services as CLIENT requires to ascertain how or for what purpose a Contractor has used the monies paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise CONSULTANT of the identity and scope of services of any independent CONSULTANTS employed by CLIENT to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

K. Furnish to CONSULTANT data as to CLIENT'S anticipated costs for services to be provided by others for CLIENT so that CONSULTANT may make the necessary calculations to develop and periodically adjust CONSULTANT'S opinion of total project costs.

L. If CLIENT designates a construction manager or an individual or entity other than, or in addition to, CONSULTANT to represent CLIENT at the Specific Project Site, define and set forth in the individual Project Supplement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of CONSULTANT.

M. If more than one prime contract is to be awarded for the Work of a Specific Project designed or specified by CONSULTANT, designate in the individual Project Supplement a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation therefore to the duties, responsibilities, and authority of CONSULTANT.

N. Attend the pre-Bid conference, Bid opening (open the proposals at the appointed time and place), pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment and facilities of Owner, prior to their incorporation into the Work for a Specific Project with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than CONSULTANT (and disclose the identity of such individual or entity to CONSULTANT) as CLIENT determines necessary to verify:

1. That a Contractor is complying with any Laws and Regulations applicable to a Contractor's performing and furnishing the Work.
2. That a Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide CONSULTANT with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

CHARTER TOWNSHIP OF BRIGHTON
CONTINUING SERVICES AGREEMENT

EXHIBIT C

PAYMENTS TO CONSULTANT

Article 4 of the Agreement is amended and supplemented to include the following Agreement of the parties.

Article 4 - PAYMENTS TO CONSULTANT

C4.01 Method of Payment of Services and Expenses for CLIENT Sponsored Projects.

- A. *Basic Services.* CLIENT shall pay CONSULTANT for Basic Services outlined in Exhibit A, by one of the compensation formats listed in Paragraph C4.01.A.1., where such format is agreed to by the CLIENT and CONSULTANT in an individual Project Supplement. In the absence of such individual Project Supplement compensation format agreement(s), the compensation format used will be as outlined in Paragraphs C4.01.A.2., through C4.01.A.6.
1. Compensation Format Options
 - a. Time and Materials – full amount of the actual cost incurred, at the rates specified in the current Hourly Rate Schedule (current schedule as of date of this Agreement is attached as Schedule A);
 - b. Lump Sum Basis – where the scope and duration of the work may be clearly defined.
 2. Study and Report Phase Services. On the basis of CONSULTANT'S current Hourly Rate Schedule for all Study and Report Phase Services rendered on the Project.
 3. Design Phase Services. On the basis of CONSULTANT'S current Hourly Rate Schedule for all Design Phase Services rendered on the Project.
 4. Construction Phase Services. For services of CONSULTANT during construction phase furnished under Article A1.03, on the basis of CONSULTANT'S current Hourly Rate Schedule for services rendered by staff assigned to the Construction Phase.
 5. Professional Associates and Consultants. For services and Reimbursable Expenses of independent professional associates and consultants employed by CONSULTANT to render Basic Services, the CONSULTANT will invoice the CLIENT for payment at cost times 1.15 for the services.
- B. *Additional Services.* CLIENT shall pay CONSULTANT for Additional Services outlined in Exhibit A as follows:
1. General. For Additional Services of CONSULTANT'S principals and employees engaged directly on the specific Project and rendered pursuant to the Agreement on the basis of CONSULTANT'S current Hourly Rate Schedule.
 2. Professional Associates and Consultants. For services and Reimbursable Expenses of independent professional associates and consultants employed by CONSULTANT to render Additional Services pursuant to the Agreement, the CONSULTANT will invoice the CLIENT for payment at cost times 1.15.
- C. *For Reimbursable Expenses.* In addition to payment provided for in paragraphs C4.01.A., and C4.01.B., CLIENT shall pay CONSULTANT the actual costs of all Reimbursable Expenses in connection with all Basic and Additional Services, if the services are not Lump Sum.
- D. The term "Reimbursable Expenses" has the meaning assigned to it in paragraph C4.06.

C4.02 Method of Payments for Services and Expenses for Private Development Projects

A. *Site plan and Site Development Reviews.* Compensation shall be on the basis of the following fee schedule. Note that references to "hourly" shall be on the basis of the CONSULTANT'S current Hourly Rate Schedule.

Task	First Two Reviews	Additional Reviews
Plat Review		
Tentative Preliminary Plat Review	\$1,100 plus \$20 per unit	Hourly
Final Preliminary Plat Review	\$1,800 plus \$20 per unit	Hourly
Final Plat Review	\$600 plus \$20 per unit	Hourly
Engineering Drawings	Est. Const. Cost	Fee Percentage
	\$0-100,000	2.0% (min. fee \$1,200.00)
	\$100,001-2,000,000	1.5%
	\$2,000,001 and above	0.75%
	The percentage fee covers two reviews. The third review and beyond shall be hourly according to the approved Hourly Rate Schedule, Schedule A.	
Site Plan & PUD Review		
Parallel Plan Review (PUD's)	\$800 plus \$20 per unit	Hourly
PUD Plan Review	\$1,200 plus \$20 per unit	Hourly
Preliminary Site Plan Review	\$1,800 plus \$20 per unit	Hourly
Final Site Plan Review (Exhibit B Drawings)	\$500 plus \$20 per unit	Hourly
Commercial/Industrial Site Plan	\$1,800 plus \$50 per acre of area impacted or fraction thereof	Hourly
Engineering Drawings	Est. Const. Cost	Fee Percentage
	\$0-100,000	2.0% (min. fee \$1,200.00)
	\$100,001-2,000,000	1.5%
	\$2,000,001 and above	0.75%
	The percentage fee covers two reviews. The third review and beyond shall be hourly according to the approved hourly rate schedule.	
Rezoning Review / Special Land Use	\$400	

Private Road Plan Review

Engineering Drawings	Est. Const. Cost	Fee Percentage
	\$0-100,000	2.0% (min. fee \$1,200.00)
	\$100,001-2,000,000	1.5%
	\$2,000,001 and above	0.75%

The percentage fee covers two reviews. The third review and beyond shall be hourly according to the approved Hourly Rate Schedule.

Traffic Study Review	Hourly	
Soil Removal & Fill Permit	Permit Review	\$600
	Site Inspection	\$250
	Additional Inspections/Monitoring	Hourly

Miscellaneous Services

Pre-Application Meetings	No Charge
Site Visits/Inspections	\$200
Variance Review	\$400

- B. *Preconstruction and Construction Phase Services.* Compensation shall be on the basis of CONSULTANT'S current Hourly Rate Schedule for services rendered by staff. Budget estimates for the project sponsor's deposit shall be determined from CONSULTANT'S estimate.
- C. *Notice of Relationship of Payments to Estimated Project Sponsor Deposit(s).* If it becomes apparent to the CONSULTANT at any time before the services for which the deposit was made exceed about 80% of the deposit amount, that the requirements for the outlined portions of the project cannot be completed with the remaining funds, the CLIENT will be notified. The CLIENT can then obtain such additional deposit(s) from the project sponsor to cover the estimated costs of services to complete the outlined project work, require the project work to be terminated, or a reduction in the remaining services to be rendered by CONSULTANT on the project shall be agreed to by the CLIENT and CONSULTANT such that the deposit amount will not be exceeded.
- D. For services and reimbursable expenses of independent professional associates and consultants employed by CONSULTANT to render specialized services under Exhibit A, the CONSULTANT will invoice the CLIENT for payment at cost times 1.15 for the services.

C4.03 Meeting/Attendance

The CONSULTANT will attend CLIENT Board meetings for no additional charge beyond the fees outlined under Section C4.02 where there is a CONSULTANT item on the agenda. A fee of \$300 will be charged by CONSULTANT when CONSULTANT is requested to attend a general CLIENT meeting that does not have CONSULTANT agenda items.

C4.04 Fee Schedule

- A. *Amending Fee Schedule.* Schedule A - Hourly Rate Schedule may be amended by the CONSULTANT upon thirty (30) days written notice and with prior approval by the Township Board.
1. Schedule A - Hourly Rate Schedule, will be modified periodically and equitably each calendar year to reflect changes in salary of staff, current equipment costs, and current overhead costs.
- B. *Effective Date of Fee Schedule.* Schedule A shall become effective immediately upon the date of the Agreement and shall apply immediately to on-going work and future work.

C4.05 Payments to Consultant

- A. CONSULTANT shall submit monthly invoices for basic and additional services rendered and for reimbursable expenses incurred. The invoice will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed at the time of billing for lump sum projects, or actual time and expenses incurred for hourly rate (time and materials) projects. CLIENT shall make prompt monthly payments in response to CONSULTANT'S monthly invoices.

C4.06 Definitions.

Reimbursable Expenses mean the actual expenses incurred by CONSULTANT or CONSULTANT'S subconsultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items; and, if authorized in advance by CLIENT, overtime work requiring higher than regular rates. Reimbursable Expenses will also include expenses incurred for highly specialized equipment, including appropriate charge for previously established programs and expenses of photographic production techniques.



SCHEDULE A – 2011 HOURLY RATE SCHEDULE *

Professional Engineer IV/Architect IV	\$ 140.00
Professional Engineer III/Architect III.....	\$ 120.00
Professional Engineer II/Architect II	\$ 115.00
Professional Engineer I/Architect I	\$ 100.00
Graduate Engineer III	\$ 105.00
Graduate Engineer II	\$ 97.00
Graduate Engineer I	\$ 92.00
Technician IV	\$ 103.00
Technician III.....	\$ 93.00
Technician II.....	\$ 80.00
Technician I.....	\$ 62.00
Engineering/Architectural Aide.....	\$ 48.00
Professional Surveyor III	\$ 125.00
Professional Surveyor II	\$ 110.00
Professional Surveyor I	\$ 100.00
Graduate Surveyor	\$ 90.00
Surveyor III.....	\$ 88.00
Surveyor II.....	\$ 85.00
Surveyor I.....	\$ 68.00
Surveyor Aide	\$ 48.00
Project Manager	\$ 105.00
Senior Planner	\$ 110.00
Planner.....	\$ 70.00
Planner Aide.....	\$ 48.00
Graduate Architect II/Landscape Architect II	\$ 80.00
Graduate Architect I/Landscape Architect I	\$ 65.00
Graphic Designer	\$ 90.00
Data Base Developer	\$ 165.00
IT Technician III	\$ 160.00
IT Technician II.....	\$ 130.00
IT Technician I.....	\$ 85.00
Public Program Specialist	\$ 80.00
Administrative Support	\$ 50.00
Clerical Aide.....	\$ 42.00
Principal.....	\$ 160.00
Senior Associate	\$ 150.00
Associate	\$ 145.00
3-Man Survey Crew w/Equipment	\$ 200.00
2-Man Survey Crew w/Equipment	\$ 170.00
1-Man Survey w/Robotic Equipment	\$ 130.00

* OHM bears the overhead costs (i.e., mileage, equipment, communications, faxing, copying, etc.) for providing the services proposed herein.

CHARTER TOWNSHIP OF BRIGHTON
CONTINUING SERVICES AGREEMENT

EXHIBIT D

This is EXHIBIT D, consisting of 1 page, referred to in and part of the Continuing Services Agreement between CLIENT and CONSULTANT dated October 17, 2011.

INSURANCE

1. Prior to the commencement of any work under this agreement, CONSULTANT shall furnish to CLIENT certificates of insurance showing that CONSULTANT has obtained the following insurance policies with insurance companies licensed and admitted to do business in the State of Michigan. A new certificate of insurance shall be provided to the CLIENT each year at the time of policy renewal.
 - a. Workers' Compensation Insurance: CONSULTANT shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - b. Commercial General Liability Insurance: CONSULTANT shall procure and maintain during the life of the Agreement, Commercial General Liability Insurance on an Occurrence Basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage.
 - c. Motor Vehicle Liability: CONSULTANT shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. Professional Liability: Errors and Omissions on a Claims Made Basis with limits of liability of not less than \$1,000,000.
2. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to the CLIENT.

October 10, 2011

Charter Township of Brighton
Attn: Dan Bishop, Township Manager
4363 Buno Road
Brighton, MI 48114-9298



RE: Extension of Continuing Services Agreement

Dear Mr. Bishop:

The Charter Township of Brighton and Orchard, Hiltz, & McCliment, Inc. (OHM) have maintained a Continuing Services Agreement for the past several years, which expires on November 17, 2011. The Agreement was the result of a qualifications-based selection process performed by the Township in 2005 to acquire a general engineering consultant. OHM has been serving as the Township's Engineer since that time. We thank the Township for the opportunity we have had to serve as the Township's Engineer over the past several years, and value the relationship that has developed as a result. We look forward to continuing that relationship for many more years to come.

We understand that the Township has been pleased with the quality of our work and performance on projects, and we take pride in knowing that we bring value to the community. The language of the original Agreement indicates that the Agreement may be extended or renewed, with or without changes, by written amendment establishing a new term. We understand that the Township may wish to extend the contract for a longer period of time than the three year period. Therefore, we would propose to extend the original contract for an additional five years.

Generally, the current contract format has worked well, and therefore we would propose that no significant changes are made other than to consider some revisions to the fees. Exhibit C of the original Agreement specifies the methods of payment for our work with the Township, and includes two fee schedules. Since the 2008 extension, the OHM Hourly Billing Rate Schedule has not changed. We would propose that Schedule A to Exhibit C be updated with our current 2011 Hourly Billing Rate Schedule. In addition, Exhibit C includes a fee schedule for Private Development Projects. This fee schedule has remained the same since 2005. In the interest of keeping costs as low as possible for new development opportunities, we are willing to accept this fee schedule for this work going forward.

However, during recent discussions with you and your staff, we have also discussed some concerns from the development community regarding the fees for plan reviews on Exhibit C. Based on those discussions, we identified the following propositions that should bring more value to the applicants, and keep costs in check.

1. The Fee Schedule for Site Plan reviews currently charges \$100 for optional pre-application meetings. Most applicants do not choose to request these meetings. It has been our experience that these meetings bring significant value to the applicant, OHM and the Township. They can be used to identify the major items of concern, establish desired timelines/goals, and help minimize the number of plan reviews and therefore cost. We suggest that the Township make these meetings mandatory. If the cost of the meeting is the issue, we would be willing to forego charging for them.

2. On the Plan review fee schedule, some of the fees are calculated based on the size (acreage) of the parcel proposed for development. On some projects the area impacted is only a smaller portion of the parcel. To better reflect the cost of the review, the fee could be calculated to only use the acreage being impacted on a parcel.
3. The fee schedule also does not account for projects proposing relatively minor modifications to existing buildings and site plans, which happens to be more prevalent in current economic times. The proposed fee schedule could be amended to define a minor site/engineering review fee. This could help reduce overall engineering review/inspection fees for smaller projects.

We have provided the attached draft Agreement for the Township's consideration. The attached Agreement is the same Agreement used in 2005. The only changes made to the Agreement are that the proposed changes to Exhibit C, and the term of the Agreement was changed to five years in Article 3, based on what we understood the Township desired. It can be approved for whatever period the Township feels is appropriate.

If approved, the final version of the Agreement can be modified based on whatever the Township Board approves. If you have any questions or wish to discuss the matter, feel free to contact us at (734) 522-6711.

Sincerely,
ORCHARD, HILTZ & McCLIMENT, INC.



Rhett Gronevelt, P.E.
Principal



SCHEDULE A – 2011 RATE SCHEDULE *

Professional Engineer IV/Architect IV.....	\$ 140.00
Professional Engineer III/Architect III	\$ 120.00
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3-Man Survey Crew w/Equipment	\$ 200.00
2-Man Survey Crew w/Equipment	\$ 170.00
1-Man Survey w/Robotic Equipment.....	\$ 130.00

* OHM bears the overhead costs (i.e., mileage, equipment, communications, faxing, copying, etc.) for providing the services proposed herein.

MINUTES

**CHARTER TOWNSHIP OF BRIGHTON
BOARD OF TRUSTEES
4363 BUNO ROAD
BRIGHTON, MI 48114**

**OCTOBER 17, 2011
REGULAR MEETING
7:00 P.M.
(810) 229.0560**

Supervisor T. Murphy called the meeting to order at 7:00 P.M. The Pledge of Allegiance was said.
Present: T. Murphy, Supervisor; A. Bollin, Clerk; L. Theis, Treasurer; C. Doughty, Trustee; J. Kovitz, Trustee; J. Rogers, Trustee; M. Slaton, Trustee

CALL TO THE PUBLIC

Pauline Holeton, 2392 Barclay Avenue – Encouraged Board to adopt resolution in opposition of Smart Meters

John A, Holeton, 2392 Barclay Avenue – What is the status of BTBT adopting a resolution opposing Smart Meters?

CONSENT AGENDA

J. Rogers moved and J. Kovitz seconded to **approve the consent agenda as presented.**

Motion carried.

SECOND READING / PUBLIC HEARING AND ADOPTION – General Ordinance Text changes specifically revisions to Sec. 2.51, Planning Commission; responsibilities and authority in Chapter 2 of the Code of Ordinances

Planner presented summary of proposed changes as required under Public Act 33 of 2008.

The public hearing opened at 7:08 P.M.

The public hearing closed at 7:08 P.M.

Manager explained that additional background information had been gathered regarding some of the policy considerations mentioned at the last meeting that had not been included in the first draft. Discussion included Board's preference to allow planning commissioners to be candidates without resigning from the Planning Commission; to include the Act's requirements within the ordinance v. by reference to the Act, specifically the language referencing the composition of the Planning Commission; revise language to state that the BTBT will adopt the Master Plan upon recommendation by the Planning Commission and that the CIP may be periodically reviewed by the Planning Commission if requested by the BTBT due to its financial implications; CIP to be adopted by BTBT; conflict of interest language should be cleaned up and referenced in the PC by-laws. Consensus was that extensive revisions were necessary.

J. Rogers moved and J. Kovitz seconded to **not approve the proposed Ordinance changes to General Ordinance Sec. 2.51, Planning Commission, based on the discussion and to direct staff to make the revisions as discussed and re-present to the BTBT for a first reading.**

Ayes: Kovitz, Doughty, Slaton, Theis, Bollin, Rogers, Murphy

Nays: None

Motion carried.

SECOND READING / PUBLIC HEARING AND ADOPTION – Zoning Ordinance Text changes specifically revisions to Zoning Ordinance Article 8, Natural Resources District

The public hearing opened at 7:55 P.M.

The public hearing closed at 7:56 P.M.

The Manager and Planner presented an overview of the Zoning Ordinance Text changes related to the Natural Resources District. Discussion included needed revision to language in 8-5(2).

M. Slaton moved and L. Theis seconded to **adopt Ordinance No. 252, aka Zoning Ordinance Text Amendment # 12, upon making the changes as discussed.**

Ayes: Rogers, Bollin, Theis, Slaton, Doughty, Kovitz, Murphy

Nays: None

Motion carried.

SECOND READING / PUBLIC HEARING AND ADOPTION – General Ordinance Text changes to Chapter 15, Soil Removal in the Code of Ordinances

The Planner presented an overview of the proposed General Ordinance changes.

The public hearing opened at 8:08 P.M.

The public hearing closed at 8:08 P.M.

Discussion included exceptions allowed under Sec. 15.26 and 15.27, consensus was to maintain language as proposed; revisions needed in Sec. 15-29 to clearly state that there is an application fee and that an escrow may be required for purposes of conducting monitoring inspections within the approved permit period as a condition of the permit issuance; the escrow amount will be determined by the BTBT upon recommendation by the Engineer and deposited after approval by the BTBT; revising Sec. 15.51 (3) Letter of Credit language to include how the amount will be determined and clarifying that current permittees will be grandfathered in allowing them to file a surety bond if they maintain compliance with their current permit including any conditions; revising Sec. 15.52 (2) Haul Routes to state that the Applicant will maintain a haul route approved by the LCRC; Sec. 15-76 1) language to be revised to state that permits will be issued for periods of no greater than two (2) years; Sec. 15-76. 4) and 15-76. 5) to be revised to be consistent with the language in the extraction section for Inspections and Letter of Credit; Sec. 15-76. 6) to be revised to reference current state department name and the application needs to be revised per discussion and administrative concerns.

A. Bollin moved and M. Slaton seconded to **table the adoption of the proposed ordinance to allow the Manager and Planner to make the revisions as discussed and present to the BTBT for review prior to scheduling another second reading/public hearing due to the extensive revisions requested.**

Ayes: Kovitz, Doughty, Slaton, Theis, Bollin, Rogers, Murphy

Nays: None

Motion carried.

ADOPTION OF FEE SCHEDULE – Soil Removal / Extraction Permits and Fill Permits

Manager presented overview of proposed fee schedule; discussion included need to separate the soil removal from the fill permit fees and the escrow fees on the schedule, intent is to have a separate application fee for fill v. soil removal/extraction permits; deleting the administrative fee; adding an explanation on the fee schedule stating that the escrow may be required and how the amount will be determined noting that the escrow is deposited after BTBT approval if it is a condition of permit issuance; revising the language referencing engineering review to read monitoring inspection as discussed; striking the word annual; noting the proposed fee of \$250 is a per inspection/site visit fee for monitoring that may be required as a condition of approval – this is a separate engineering inspection from the inspection/site visit that is part of the application review process and is not covered under the permit application fee.

J. Kovitz moved and C. Doughty seconded to **adopt Schedule of Fees for the Soil Removal / Extraction and Fill Permits effective January 1, 2012 upon making the revisions as discussed.**

Ayes: Bollin, Theis, Slaton, Doughty, Kovitz, Murphy

Nays: Rogers

Motion carried.

EXTENSION OF CONTRACT – OHM Engineering Advisors, Continuing Engineering Services

Manager and R. Gronevelt (OHM) presented overview of the contract. Discussion included adding the soil removal/fill permit monitoring inspection fee to the OHM fee schedule, need to review the Township fee schedule to ascertain that it reflects the proposed OHM fees, instituting a mandatory pre-application meeting – consensus was to make the necessary changes in the Ordinance/Site Plan Review/Application process to require the pre-application meeting. R. Gronevelt also suggested making changes to allow for an engineering administrative review under certain circumstances: J. Harris to review ordinance to see if it is allowable and how to implement. R. Gronevelt agreed to add a clause stating that any increases would require Board approval.

J. Kovitz moved and J. Rogers seconded to accept the Manager's recommendation and approve the Continuing Services Agreement with OHM Engineering Advisors for a period of five years upon making the revisions as discussed and authorizing the Supervisor to sign the Agreement.

Ayes: Kovitz, Doughty, Slaton, Theis, Bollin, Rogers, Murphy

Nays: None

Motion carried.

RESOLUTION APPROVING FRANCHISE AGREEMENT – Comcast

Manager provided background information; stated ordinance changes may be needed. F. Eaton, Comcast, responded to questions.

J. Rogers moved and C. Doughty seconded to accept the Manager's recommendation to approve the Uniform Video Service Local Franchise Agreement with Comcast of the South, Inc. for a period of 10 years and authorizing the Manager to sign the Agreement.

Ayes: Bollin, Theis, Doughty, Kovitz, Rogers, Slaton, Murphy

Nays: None

Motion carried.

REPORTS AND CORRESPONDENCE**REPORTS****COMMITTEE LIAISONS AND BOARD MEMBERS**

Brighton Township Planning Commission Minutes – September 12, 2011

J. Kovitz – BAFA met with Planning Commission.

C. Doughty – SELCRA update including upcoming activities.

L. Theis - BAFA special meeting regarding replacing the Fire Chief upon retirement.

A. Bollin – Election Commission update; LCWA update on delinquent commercial user's outstanding liabilities.

T. Murphy – SELCRA Articles have been forwarded to the other members; MSP update including status of extension, project financing, and Phase I assessment of property.

DEPARTMENTS

No reports.

MANAGER

Discussed scheduling of a Christmas Open House; consensus was to schedule for December 5, 2011 from 5:00 P.M. to 6:45 P.M. prior to the regular Board meeting.

CORRESPONDENCE – None**CALL TO THE PUBLIC**

Pauline Holeton, 2382 Barclay – Don't make it about the dollars; say no to Smart Meters.

John Holeton, 2392 Barclay – Disappointed the Board did not discuss Smart Meters.

ADJOURNMENT

J. Rogers moved and J. Kovitz seconded to adjourn. Motion carried.

The meeting adjourned at 10:05 P.M.

Respectfully submitted,

Ann M. Bollin, CMC, Clerk

Thomas E. Murphy, Supervisor

ARCHITECTS. ENGINEERS. PLANNERS.



December 27, 2014

Brian Vick, Manager
Charter Township of Brighton
4363 Buno Road
Brighton, MI 48114-9298

Subject: OHM Hourly Rate Schedule

Dear Mr. Vick:

At the Township's December 15th Board of Trustees meeting, the Board considered a request from OHM Advisors to consider an increase to the Hourly Rate Schedule included in Exhibit C of our Continuing Services Agreement. The current Agreement was executed in November of 2011 and the Rate Schedule has been held for the past three years. OHM did not request to modify the Fee Schedule for Plan Reviews, only the Hourly Rate Schedule for work performed on an hourly basis.

We understood that the Board may be amenable to an increase but requested OHM to consider a few requests, listed as follows:

1. That the request be limited to an amount in line with inflation, possibly around 6%. Attached please find an updated Rate Schedule that reflects a 5% increase, rounded up to the nearest whole dollar.
2. That the effective date for the new rates take effect beginning with the Township's next Fiscal Year, April 1, 2015. This is acceptable to OHM.
3. That the Township allow applicants in the site plan process some time to prepare for the possibility that the new rates could impact their costs, if the projects carried into an "hourly" review status. OHM requests that the new rates take effect for all applicable project on April 1, 2015. The accounting exercise to carry this longer will be somewhat cumbersome. In addition, the potential impact to any review will be relatively minimal.

We understand the Board will consider the modified request at the January 5, 2015 meeting. I will plan to attend that meeting. If you have any questions feel free to call me at (734) 466-4582.

Sincerely,
OHM Advisors

A handwritten signature in black ink that reads "Rhett Gronevelt". The signature is written in a cursive style and is positioned above a horizontal line.

Rhett Gronevelt, P.E.
Principal

Enc: Proposed 2015 Rate Schedule

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



SCHEDULE A - 2015 HOURLY RATE SCHEDULE*

Professional Engineer IV/Architect IV	\$ 147.00
Professional Engineer III/Architect III	\$ 126.00
Professional Engineer II/Architect II	\$ 121.00
Professional Engineer I/Architect I	\$ 105.00
Graduate Engineer III	\$ 111.00
Graduate Engineer II	\$ 102.00
Graduate Engineer I	\$ 97.00
Technician IV	\$ 109.00
Technician III	\$ 98.00
Technician II	\$ 84.00
Technician I	\$ 66.00
Engineering/Architectural Aide	\$ 51.00
Professional Surveyor III	\$ 132.00
Professional Surveyor II	\$ 116.00
Professional Surveyor I	\$ 105.00
Graduate Surveyor	\$ 95.00
Surveyor III	\$ 93.00
Surveyor II	\$ 90.00
Surveyor I	\$ 105.00
Surveyor Aide	\$ 51.00
Planner Aide	\$ 51.00
Planner IV	\$ 130.00
Planner III	\$ 115.00
Planner II	\$ 95.00
Planner I	\$ 65.00
Graduate Architect III/Landscape Architect III	\$ 105.00
Graduate Architect II/Landscape Architect II	\$ 84.00
Graduate Architect I/Landscape Architect I	\$ 69.00
Graphic Designer	\$ 95.00
Data Base Developer	\$ 174.00
IT Technician III	\$ 168.00
IT Technician II	\$ 137.00
IT Technician I	\$ 85.00
Administrative Support	\$ 53.00
Clerical Aide	\$ 45.00
Principal	\$ 168.00
Senior Associate	\$ 158.00
Associate	\$ 153.00
3-Man Survey Crew w/Equipment	\$ 210.00
2-Man Survey Crew w/Equipment	\$ 179.00
1-Man Survey w/Robotic Equipment	\$ 155.00

* OHM bears the overhead costs (i.e mileage, equipment, communications, faxing, copying, etc.) for providing the services herein.

MINUTES

CHARTER TOWNSHIP OF BRIGHTON
 BOARD OF TRUSTEES
 4363 BUNO ROAD
 BRIGHTON, MI 48114

JANUARY 5, 2015
 REGULAR MEETING
 7:00 P.M.
 (810) 229.0560

Supervisor T. Murphy called the meeting to order at 7:00 P.M. The Pledge of Allegiance was said.
 Present: T. Murphy, Supervisor; A. Bollin, Clerk; D. Hawk, Treasurer; C. Doughty, Trustee; P. Michel, Trustee;
 M. Slaton, Trustee; L. Weaire, Trustee.
 Absent: None.

CALL TO THE PUBLIC

Jim Sarna, 8266 Woodland Shore Dr. – What were the total costs for the Woodland Lake Bridge SAD? How could there have been a shortfall? Requested audit from the Bridge SAD document.

AGENDA

A. Bollin moved and P. Michel seconded to approve the consent agenda upon removing Check # 26748 in the amount of \$1,717.90 from the bills as requested by the Manager.
 Motion carried.

APPROVAL OF PROFESSIONAL SERVICES AGREEMENT PROPOSED 2015 HOURLY RATE SCHEDULE - OHM

Rhett Gronevelt, OHM, and Manager summarized the request and previous discussions with the Board. Discussion included confirmation that the increase represented a 5% increase over the 2011 hourly rates; rates would be effective April 1, 2015 including hourly rates for services beyond the scope of work included in the flat fee; all flat fees will remain the same (i.e. site plan review, soil removal and land fill permit reviews, soil removal monitoring inspections); this is an addendum to the existing contract; and that any future hourly rate increases would be approved through the Township Board.

P. Michel moved and L. Weaire seconded to approve the contract addendum accepting the proposed adjustment to the Hourly Rate schedule (Schedule A – 2015 Hourly Rate Schedule, 2015 Brighton Township Rates) for OHM advisors effective April 1, 2015.

Ayes: L. Weaire, C. Doughty, M. Slaton, D. Hawk, A. Bollin, P. Michel, T. Murphy
 Nays: None.
 Motion carried.

2015 COMMITTEE APPOINTMENTS AND BOARD LIAISON APPOINTMENTS

C. Doughty moved and A. Bollin second to approve the following committee and Board liaison appointments based upon the Supervisor's recommendation and Board discussion as follows: Committee Appointments: Ron Doughty, Bob Padget (Planning Commission expiring December 31, 2017); Frank Grapentien, Jeffrey Stinedurf (Zoning Board of Appeals expiring December 31, 2017); Don Terns, Mark Sweatman, Frank Grapentien (Utilities Committee expiring December 31, 2016); Chris Keller (FIB Joint Water Authority expiring December 31, 2017); Jack Cogley, Frank Grapentien, Jeffrey Stinedurf (Board of Review expiring December 31, 2016); Steven Carver (Board of Review Alternate expiring December 31, 2016); Board Liaisons: Mike Slaton (Planning Commission liaison expiring November 20, 2016); Deb Hawk (Zoning Board of Appeals liaison expiring November 20, 2016); Patrick Michel, Lucille Weaire (Brighton Area Fire Authority Liaisons expiring November 20, 2016); Mike Slaton (Utilities Committee Liaison expiring November 20, 2016); Lucille Weaire (SEMCOG Liaison expiring November 20, 2016); Deb Hawk (SEMCOG Alternate expiring November 20, 2016); Cathy Doughty, Patrick Michel (SELCRA Liaison expiring November 20, 2016); Tom Murphy (SELCRA Alternate expiring November 20, 2016); Ann Bollin, Lucille Weaire (LCWA Liaison expiring November 20, 2016); Tom Murphy (LCWA Alternate expiring November 20, 2016); Patrick Michel, Michael Slaton (Election Commission Liaisons expiring November 20, 2016).

Motion carried.

AUTHORIZATION OF WAGES – Deputy Treasurer

Treasurer Hawk summarized her recommendation for setting the Deputy Treasurer wages.

P. Michel moved and L. Weaire seconded to **approve the Deputy Treasurer's wage at \$18.73 per hour based on her experience.**

Ayes: P. Michel, A. Bollin, D. Hawk, M. Slaton, C. Doughty, L. Weaire, T. Murphy

Nays: None.

Motion carried.

DISCUSSION OF TOPICS FOR LCWA SPECIAL MEETING

Manager and LCWA Liaisons provided background information and stated the LCWA was moving forward with Master Operating Agreement (MOA) amendment language. They led discussion including brief history, service district boundary (ies) to reflect potential future service for the entire Township and that planning documents/studies should reflect the adopted Water Utility Master Plan, board representation, process for amending or restating Articles of Incorporation, % interest being charged on advances made to the LCWA, and outstanding financial obligations of member communities. Consensus direction provided to the liaisons was to present the service district areas as discussed, reduction to the interest rate would be considered, reimbursement to the Township for the Booster Station should be initiated per the MOA, future bonding should be through the LCWA not the Township(s), and allowed board representation by the Manager if desired and applicable by the member Township(s). Board also discussed the impact of additional filters and the benefit of joint member community meetings.

TREASURY CLERK JOB DESCRIPTION

L. Weaire provided summary of her request including status of job descriptions and request for clarification on the posted treasury clerk job description. Discussion included need for part-time treasury clerk (30 hours) with ability to increase hours during peak work periods, status of hiring additional clerical support in Administration as discussed during budget sessions and status of filling that position (Manager referenced the budget allocation for support staff in Administration at 20-25 hours and his intent to use the applications as springboard to fill the Admin position). Discussion included position responsibilities, Special Assessment District (SAD) Coordinator's workload, need for an Administrative Clerk with fluctuating hours, wages based on the compensation study and pay level, consideration of implementing the study at the beginning of the next fiscal year v. by year's end, and status of job descriptions.

APPROVAL OF AGREEMENT – Payment of Residential Equivalent Unit (REU) Over Time Agreement, Cox Investment Building

Manager provided background information and confirmed that the requirements had been met.

A. Bollin moved and C. Doughty seconded to **approve the REU Payment Over Time Agreement with Cox Investment Building for 9923 East Grand River (Parcel ID # 4712-32-106-013) and to authorize the Clerk and Supervisor to sign the Agreement upon receipt of the \$50 application fee and 10% down payment.**

Ayes: L. Weaire, C. Doughty, M. Slaton, D. Hawk, A. Bollin, P. Michel, T. Murphy

Nays: None.

Motion carried.

REPORTS AND CORRESPONDENCE

REPORTS

Planning Commission Regular Meeting Minutes – November 10, 2014

A. Bollin – Election in May; Freedom of Information Act has been revised, waiting on final Bill.

T. Murphy – Update from meeting with Green Oak Township about infrastructure on Grand River; nothing definitive.

DEPARTMENTS

None.

MANAGER

Provided Northwinds subdivision sewer issues update; spoke with contractor about flushing, as well as Infrastructure Alternatives, Township will seek bids for more regular flushing which will be invoiced to the developer.

CORRESPONDENCE

None.

CALL TO THE PUBLIC

None.

ADJOURNMENT

P. Michel moved and L. Weaire seconded **to adjourn**. Motion carried.

The meeting adjourned at 8:59 P.M.

Respectfully submitted,

Ann M. Bollin, CMC, CMMC, Clerk

Thomas E. Murphy, Supervisor



ARCHITECTS. ENGINEERS. PLANNERS.

SCHEDULE A - 2016 HOURLY RATE SCHEDULE*

Professional Engineer IV/Architect IV	\$ 151.00
Professional Engineer III/Architect III	\$ 130.00
Professional Engineer II/Architect II	\$ 125.00
Professional Engineer I/Architect I	\$ 108.00
Graduate Engineer III	\$ 114.00
Graduate Engineer II	\$ 105.00
Graduate Engineer I	\$ 100.00
Technician IV	\$ 112.00
Technician III	\$ 101.00
Technician II	\$ 87.00
Technician I	\$ 68.00
Engineering/Architectural Aide	\$ 53.00
Professional Surveyor III	\$ 136.00
Professional Surveyor II	\$ 119.00
Professional Surveyor I	\$ 108.00
Graduate Surveyor	\$ 98.00
Surveyor III	\$ 96.00
Surveyor II	\$ 93.00
Surveyor I	\$ 72.00
Surveyor Aide	\$ 53.00
Planner Aide	\$ 53.00
Planner IV	\$ 134.00
Planner III	\$ 118.00
Planner II	\$ 98.00
Planner I	\$ 67.00
Graduate Architect III/Landscape Architect III	\$ 108.00
Graduate Architect II/Landscape Architect II	\$ 87.00
Graduate Architect I/Landscape Architect I	\$ 71.00
Graphic Designer	\$ 98.00
Data Base Developer	\$ 179.00
IT Technician III	\$ 173.00
IT Technician II	\$ 141.00
IT Technician I	\$ 88.00
Administrative Support	\$ 55.00
Clerical Aide	\$ 46.00
Principal	\$ 173.00
Senior Associate	\$ 163.00
Associate	\$ 158.00
3-Man Survey Crew w/Equipment	\$ 216.00
2-Man Survey Crew w/Equipment	\$ 184.00
1-Man Survey w/Robotic Equipment	\$ 160.00

* OHM bears the overhead costs (i.e. mileage, equipment, communications, faxing, copying, etc.) for providing the services herein.

Addendum to OHM Gen/Eng Service Contract
 Approved 3/21/2016
 BTBT

Memorandum

Date: October 3, 2016 Work Session
To: Brighton Township Board of Trustees
From: Township Manager
SUBJECT: SELCRA – Articles of Incorporation

The SELCRA Board has been reviewing possible changes to the Articles of Incorporation in light of the recent reduction in the participating municipalities. Attached you will find a copy of the most recent Draft Articles of Incorporation with tracked changes. Changes to the Articles of Incorporation require each member municipality's legislative body to adopt the amended and restated version.

Any suggestion changes regarding the draft version should be discussed by the Township Board and communicated back to the SELCRA Board.

Attached

- Articles of Incorporation – Second Amended and Restated Draft

ARTICLES OF INCORPORATION

SOUTHEASTERN LIVINGSTON COUNTY RECREATION AUTHORITY

Second Amended and Restated

These Second Amended Articles of Incorporation ("Articles") are adopted by Green Oak Charter Township, and The Charter Township of Brighton, each a municipal corporation located in the County of Livingston, State of Michigan, for the purpose of creating, establishing and incorporating an authority under and pursuant to the provisions of Michigan Public Act 321 of 2000, as amended ("Act 321"), that being MCL 123.1133 et seq.

ARTICLE I

NAME AND OFFICE

The name of the Authority shall be and is the "Southeastern Livingston County Recreation Authority" or "SELCRA", hereinafter sometimes referred to as the "Authority" or "The New SELCRA". The principal office of the Authority shall be located at 125 S. Church St, Brighton, Michigan, or at such other location as may be designated by the Board of the Authority.

ARTICLE II

DEFINITIONS

The terms "authority," "district", "board," "participating municipality," "park," "recreational purposes," "swimming pool," and "territory of the authority," as used in these Articles shall be as now or hereafter defined in Section 1 of Act 321.

Other terms shall have such meaning as may be specified in the various provisions of these Articles.

ARTICLE III

PARTICIPATING MUNICIPALITIES AND TERRITORY

The participating municipalities of this Authority are Green Oak Charter Township and The Charter Township of Brighton, in the County of Livingston, Michigan, and any other municipalities or districts that may join as set forth in Article XVI, which are hereby designated as the "participating municipalities." The territory of the Authority shall be all of the combined territory of the participating municipalities.

ARTICLE IV

PURPOSE

The purpose of the Authority shall be and is to provide recreational services as outlined in the authorization contained in Act 321.

ARTICLE V

POWERS

This Authority shall be a body corporate with power to sue or be sued in the State of Michigan. Its jurisdiction shall include all of the total territory embraced within the corporate boundaries of its participating municipalities as set forth in Article III, as now constituted or as hereafter expanded through annexation, consolidation or change of municipal identity. The Authority shall possess all of the powers now or hereafter granted by Act 321, or by any other applicable statute of the State of Michigan and by these Articles, and those incident thereto. In addition, it shall possess all powers necessary to carry out its purposes and those incident thereto. The enumeration of any powers herein shall not be construed as a limitation upon its general powers unless the context shall clearly indicate otherwise. The Authority may adopt a corporate seal, and may alter the seal, and use it by causing it or a facsimile thereof to be affixed, impressed, or reproduced in any other manner.

ARTICLE VI

TERM

This Authority shall continue in existence perpetually or until dissolved by the majority vote of each of the participating communities. A participating municipality shall not withdraw from the Authority during the period for which the Authority has been authorized to levy a tax by the electors of the Authority.

ARTICLE VII

FISCAL YEAR

The fiscal year of the Authority shall commence on the first day of July in each year and shall end on the 30th day of June of the next year.

ARTICLE VIII

GOVERNING BOARD

The Authority shall be directed and governed by a Board of Trustees, known as the "Southeastern Livingston County Recreation Authority Board" or "SELCRA Board," and

hereinafter sometimes referred to as the "Board," which shall be made up of two members selected by the governing body of each participating municipality, each of whom at the time of selection shall be a qualified elector residing within the territorial boundaries of his or her respective participating municipality; and one member-at-large who shall be selected by the remaining members of the Board, who at the time of selection shall be a qualified elector of Livingston County.

Members of the Board shall serve a term of two years, beginning with the first day of January next following his or her respective appointment. Each member of the Board shall qualify by taking the constitutional oath of office and filing it with the clerk of his or her respective participating community.

A member of the Board shall not be an employee of SELCRA.

Each year in January, the Board shall elect officers at an organizational meeting including: Chairperson, a Vice-Chairperson and a Secretary, each of who shall be a member of the Board, and a Treasurer, who may or may not be a member of the Board. Each year the Board may select an Assistant Secretary and an Assistant Treasurer, each of whom shall not be a member of the Board. Such officers shall serve until the organizational meeting of the following year or until their respective successors shall be selected and qualified. No selection to the Board and no selection of an officer shall be deemed invalid because it was not made within or at the time specified in these Articles. Any Board member may be removed by the appointing participating municipality for good cause shown after a public hearing. The member-at-large may be removed by the action of the remainder of the Board for good cause shown after a public hearing.

ARTICLE IX

COMPENSATION

Pursuant to the requirements of Act 321, the members of the Board shall not be compensated for their services by the Authority. Each member of the Board shall be entitled to reimbursement for all expenditures made by him or her in carrying out official duties as may be approved by the Board and to the extent authorized by the budget for the Authority for each fiscal year.

ARTICLE X

VACANCY

In the event of a vacancy on the Board, other than the at-large member, the governing body of the participating municipality who selects such representative shall fill the vacancy for the unexpired term as expeditiously as possible and in no event to exceed ninety (90) days from the date such vacancy occurs. Should a vacancy occur in the at-large member appointment, the Board shall fill the vacancy for the unexpired term as expeditiously as possible and in no event to exceed ninety (90) days from the date such

vacancy occurs.

In the case of the temporary absence or disability of any officer, the Board may appoint some person temporarily to act in his or her stead, except that in the event of the temporary absence or disability of the Chairperson, the Vice-Chairperson shall so act.

ARTICLE XI

MEETINGS

Meetings of the Board shall be held as required and at least quarterly at such time and place as shall be prescribed by resolution of the Board. Each member of the Board shall have one vote. Special meetings of the Board may be called by the Chairperson, or any two (2) members thereof, by serving written notice of the time, place and purposes thereof, upon each member of the Board, personally, or by leaving it at his or her place of residence at least (24) hours prior to the time of such meeting, or by depositing the same in a U.S. Post Office or mail box within the limits of the Authority, at least seventy-two (72) hours prior to the time of such meeting, enclosed in a sealed envelope properly addressed to such member at his or her home address or office address with postage fully prepaid. Any meeting of the Board shall be held, and any notice therefore shall be given, in accordance with the provisions of Act 267, Public Acts of Michigan, 1976, as amended, the "Open Meetings Act". Any member may waive notice of any special meeting either before or after the holding thereof. At least a majority of the members of the Board shall be required for a quorum. The Board shall act by motion or resolution. A vote of the majority of the members of the Board who are authorized to vote on such matters shall be sufficient for passage.

The Board shall have the right to adopt bylaws governing its procedures, which are not in conflict with the terms of any statute of the State of Michigan or of these Articles. The Board shall keep minutes of its proceedings, which journal shall be signed by the Secretary and open to the public. All votes shall be "Yes" or "No" or "Abstain," provided where the vote is unanimous, it shall only be necessary to so state.

ARTICLE XII

BOARD AND OFFICER DUTIES

The Chairperson of the Board shall be the presiding officer thereof. Except as herein otherwise provided, the Chairperson shall not have any executive or administrative functions other than as a member of the Board. In the absence or disability of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson. The Secretary shall be the recording officer of the Board. The Treasurer shall be the custodian of the funds of the Authority and shall give to it a bond conditioned upon the faithful performance of the duties of his or her office. All monies shall be deposited in a bank or banks, to be designated by the Board, and all checks or other forms of withdrawal therefrom shall be signed by two persons, which persons shall be the

Secretary, the Treasurer or the chief administrative employee of the Authority, or their respective written designees. All authorized signatories shall give a bond conditioned upon the faithful performance of the prescribed duties. The cost of such bonds shall be paid by the Authority. The officers of the Board shall have such powers and duties as may be conferred upon them by the Board and Act 321.

ARTICLE XIII

REVENUE SOURCES, BUDGETING, AND FINANCING THE AUTHORITY

The accounting and budgeting practices of the Authority shall conform with standard accounting practices, the Uniform Budgeting and Accounting Act, Act 2, Public Acts of Michigan, 1968, as amended, and all other applicable provisions of law. By January 31st of each year, the Board shall approve an annual operating and capital budget reflecting the projected revenues and projected expenditures of the Authority for the next fiscal year beginning July 1.

The Authority shall have the power to assess and collect fees, levy and collect taxes, and accept grants or contributions as authorized by Act 321.

Financing The Authority

A. Financial Contributions From Each Participating Municipality Without a Property Tax Levy

The recreation programs administered by the Authority shall be provided substantially on a fee based basis and budgeted revenues shall be derived substantially from such program fees. The annual budget shall also provide for the necessary funding required from each participating municipality for the next fiscal year, calculated as follows in (i) below. Fees paid by residents of the participating municipalities shall not be considered financial contributions of the participating municipalities.

To assist all participating municipalities in their respective annual budget planning processes, the Board shall provide all participating municipalities by February 28th of each year with 1) a draft budget indicating the total dollar amount of municipal support that will be required for SELCRA's upcoming fiscal year, 2) full report of the number of participants for the previous two calendar years broken out by activity and by municipality, and 3) the percentage of all participants during those two years by municipality.

(i) Establishing the yearly contribution of each participating municipality

That portion of the upcoming annual budget required from each participating municipality shall be based on each municipality's percentage of total SELCRA participants averaged for the previous two calendar years. That percentage shall be applied against the forecasted municipal support amount included in the upcoming

year's budget.

For example, if participants from Green Oak Township made up 40% of all participants from SELCRA's member communities, and if the required amount of municipal dollar support as indicated in SELCRA's upcoming year's budget was \$250,000, then Green Oak's support amount would be \$100,000.

For purposes of this section, a "participant" is defined as an individual registered for a single SELCRA activity - a single person registered in three activities is considered three "participants" for purposes of this section.

Each participating municipality acknowledges its annual contribution percentage may be increased or decreased based on the change in the number of its participants averaged for the previous two calendar years and the change in total required municipality dollar support.

From year to year, the Authority may increase or decrease the current level of municipal support by obtaining the consent of all the participating municipalities. If any participating municipality pays less than its required yearly contribution as set forth above, its users fees shall be adjusted as set forth in (ii) below.

(ii) Impact on user fees of payment of less than the required contributions set forth in (i) above.

Each participating municipality shall make its annual payment to the Authority in one (1) installment, payable no later than July 30th of each calendar year. Residents residing within a fully paid participating member municipality shall receive a 30% discount on published user rates.

In the event a participating municipality makes no payment toward its required annual contribution as established in (i) above, its residents' user fees shall be assessed as an "out of district" user as defined below.

In the event some, at least 50% but not all, of the required annual contribution is made by a participating municipality, its users' fees shall receive only a 15% discount.

An "out of district" user is defined as a user who has registered for a program offered by the Authority but is not a resident of a participating municipality. Out of district users receive no program fee discount.

B. Financial Contributions From Each Participating Municipality With a Property Tax Levy

As an alternative to the financial contribution formula in subsection A. above, the Authority may levy a tax on all taxable property within the territory of the Authority as authorized by the Act. For so long as the Authority is funded by a levy as authorized by

the Act, the imposition of such a levy shall preclude the Board and/or the Authority from requiring any further financial contributions from each participating municipality. Nothing in this paragraph shall be construed as preventing a participating municipality, by action of its governing body, from providing additional contributions to the Authority, for either general or specific purposes.

Budget

The Board shall prepare a proposed annual operations and capital budget reflecting the proposed revenues and expenditures to be made for operating and maintaining the Authority for the next fiscal year beginning July 1. The Board shall adopt the proposed budget by a majority vote of the members of the Board in such a manner as to assure submission of the budget to the participating municipalities no later than February 28 of each year. A letter will be provided to each participating municipality within thirty (30) days of adoption by the Board providing for contributions from the participating municipalities as set forth in subsections A and B above. The budget may be amended from time to time upon approval of the Board, but none of the participating municipalities funding contribution may be increased without the consent of that participating municipality.

The Board may approve a budget that results in an obligation of the Authority that extends beyond the Authority's current fiscal year only if the Authority's fund balance at the time of adoption has sufficient funds to satisfy that obligation, as well as all other outstanding obligations, or all of the participating municipalities approve of the obligation. As a part of the budget process, the Board shall inform the participating municipalities of any such obligations.

ARTICLE XIV

PROPERTY

The Authority shall possess all the powers necessary to carry out the purposes thereof and those incident thereto. It may acquire property by purchase, lease, grant, gift, devise, land contract, installment purchase contract, or condemnation, either within or outside its territory, and may hold, manage, control, sell, exchange or lease such property. For the purpose of condemnation, it may proceed under the provisions of Act 149, Public Acts of Michigan, 1911, as now hereafter amended, Act 87, Public Acts of Michigan, 1980, as now or hereafter amended, or any other appropriate statute. Notwithstanding the right by the Authority to acquire real property under the Act, the approval of all the participating municipalities governing bodies is required to acquire or convey property, prior to such acquisition or conveyance taking place.

ARTICLE XV

WITHDRAWAL OF PARTICIPATING MUNICIPALITY

A participating municipality may withdraw from the Authority by resolution of the municipality's legislative body approving the withdrawal, a certified copy of which resolution shall be provided to the Board not less than six (6) months prior to the end of the fiscal year for the Authority. Such new fiscal year shall serve as the effective date for the withdrawal. A participating municipality shall not withdraw from the Authority during the period that a tax is authorized to be levied by the electors of the Authority. Once the Authority receives a certified copy of the resolution approving the withdrawal of a participating municipality, and continuing until the actual withdrawal, the Authority shall not be allowed to expend funds or incur obligations other than as already budgeted by the Authority in its current fiscal budget, unless both of the withdrawing municipality's representatives to the Board concur in the action.

A participating municipality that withdraws from the Authority shall remain liable for a percentage of the debts and liabilities of the Authority incurred while the participating municipality was a part of the Authority. The percentage of the Authority's debts for which a withdrawing municipality remains liable shall be a) the same percentage as that participating municipality's percentage of the funding of the Authority as set forth in Article XIII A.(i), if the participating municipalities at the time of withdrawal are directly funding the Authority's budget; or b) according to the formula arrived at by dividing the state equalized value of the real property in each participating municipality by the state equalized value of all real property in the Authority on the effective date of the withdrawal, if the Authority is funded by a levy.

Any property owned by the Authority, which is in the possession of the withdrawing municipality or in the possession of personnel who will no longer remain with the Authority as a result of the municipality's withdrawal from the Authority, shall be returned to the Authority before the effective date of the withdrawal. The withdrawing municipality shall not be entitled to the return of any credit for any property or money it transferred to or paid to the Authority prior to the withdrawal.

ARTICLE XVI

JOINING THE AUTHORITY

Any municipality or district, as those terms are defined in Act 321, may become a participating municipality in the Authority upon adoption by the governing body of that municipality or district of the following:

- a. the Articles and Bylaws in effect at the time;
- b. a resolution acknowledging it will be bound by all the terms and conditions contained within the Articles and Bylaws as they have been amended;
- c. an agreement with the other participating municipalities as to the financial contribution, if any, of the municipality or district with the existing participating municipalities for the remainder of the fiscal year of the Authority;
- d. the unanimous consent of the participating municipalities.

For a municipality or district to become a participating municipality in the Authority, a majority of the electors of the municipality or district proposed to be included in the territory of the Authority shall approve a tax that the Authority has been authorized to levy by a vote of the electors of the Authority under MCL 123.1141.

ARTICLE XVII

DISSOLUTION OF AUTHORITY

The Authority may be dissolved by the concurring resolution of the governing body of each participating municipality at the time of such dissolution. Prior to dissolution of the Authority any outstanding indebtedness of the Authority shall be paid.

Any real estate, buildings, and/or facilities that were contributed to the Authority by a participating municipality and is maintained, owned or operated by the Authority shall revert back to the originating municipality. Any other real estate owned by the Authority shall be sold and the proceeds distributed according to the 1) formula set forth in Article XIII, if the participating municipalities, at the time of dissolution, are directly funding the Authority's budget; or (2) according to the formula arrived at by dividing the state equalized value of the real property in each participating municipality by the state equalized value of all real property in the Authority on the effective date of the dissolution, if the Authority is funded by a levy.

In the event of a dissolution following a period of property tax levy by the Authority, any funds obtained via levy, and/or real property purchased with such funds, which are subsequently distributed to the participating municipalities pursuant to this Article shall be assigned by the participating municipalities to public purposes consistent with the purposes approved by the electorate for the original levy.

ARTICLE XVIII

EMPLOYEES

The Authority may employ such personnel and employees as it may consider desirable and may retain from time to time the services of attorneys, accountants, and other consultants as the Authority considers necessary to carry out the purposes of the Authority.

ARTICLE XIX

AUDIT

The Board shall cause an annual audit to be made of the books, records and financial transactions of the Authority by a certified public accountant. Three copies of the audit report prepared by the certified public accountant shall be furnished to each participating municipality. The books and records of the Authority shall be open for

inspection by any participating municipality at all reasonable times.

ARTICLE XX

FEDERAL OR STATE GRANTS IN AID

The Authority shall have the power to apply for and accept grants, loans, or contributions from the United States of America or any agency or instrumentality thereof, the State of Michigan or other public or private agencies; and to do any and all things necessary or desirable to secure such financial or other aid or cooperation in carrying out any of the purposes of Act 321.

ARTICLE XXI

INVESTMENT

The Treasurer of the Authority, when authorized by resolution of the Board, may invest general funds of the Authority. Such investment by the Treasurer shall be made in compliance with the laws of the State of Michigan. The Authority shall adopt an investment policy.

ARTICLE XXII

EXEMPTION FROM TAXATION

The property of the Authority shall be exempt from all taxation and assessment and no writ of attachment or writ of execution be levied upon the property of the Authority.

ARTICLE XXIII

PUBLICATION

These Articles shall be published once in the Authority's local publication of record. One printed copy of the Articles, certified as a true copy thereof, with the dates and places of publication, shall be filed with the Secretary of State within thirty (30) days after the execution and adoption.

The clerk of The Charter Township of Brighton, Livingston County, Michigan, is hereby designated as the person to cause these Articles to be published, certified and filed as aforesaid. In the event he or she shall be unable to act or shall neglect to act, then the clerk of any of the other participating municipalities shall act in his or her stead.

ARTICLE XXIV

EFFECTIVE DATE

The authority shall become effective upon the filing of certified copies of these Articles with the Secretary of State, as provided in the preceding Article.

ARTICLE XXV

AMENDMENT

Amendments may be made to these Articles at any time if adopted by the legislative body of each participating municipality of which the Authority is composed. Any such amendment shall be endorsed, published, and certified and printed copies thereof filed in the same manner as the original Articles of Incorporation, except that the filed and printed copies shall be certified by the recording officer of the Authority.

ARTICLE XXVI

MISCELLANEOUS

These Articles may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The captions in these Articles are for convenience only and shall not be considered as part of these Articles or in any way limiting or amplifying the terms and provisions hereof.

These Articles have been adopted by Green Oak Charter Township and The Charter Township of Brighton as set forth in the following endorsements, and in witness whereof the Supervisor and Township Clerk of Green Oak Charter Township and the Supervisor and Township Clerk of The Charter Township of Brighton have endorsed thereon the statement of such adoption.

The foregoing Articles of Incorporation were adopted by the township board of Green Oak Charter Township, Livingston County, Michigan, at a meeting duly held on the ____ day of _____, 2016.

Supervisor, Green Oak Charter Township

Clerk, Green Oak Charter Township

The foregoing Articles of Incorporation were adopted by the township board of The Charter Township of Brighton, Livingston County, Michigan, at a meeting duly held on the ____ day of _____, 2016.

Supervisor, The Charter Township of Brighton

Clerk, The Charter Township of Brighton

ARTICLES OF INCORPORATION

SOUTHEASTERN LIVINGSTON COUNTY RECREATION AUTHORITY

Second Amended and Restated

These **Second** Amended Articles of Incorporation ("Articles") are adopted by Green Oak Charter Township, and The Charter Township of Brighton, each a municipal corporation located in the County of Livingston, State of Michigan, for the purpose of creating, establishing and incorporating an authority under and pursuant to the provisions of Michigan Public Act 321 of 2000, as amended ("Act 321"), that being MCL 123.1133 et seq.

ARTICLE I

NAME AND OFFICE

The name of the Authority shall be and is the "Southeastern Livingston County Recreation Authority" or "SELCRA", hereinafter sometimes referred to as the "Authority" or "**The New SELCRA**". The principal office of the Authority shall be located at 125 S. Church St, Brighton, Michigan, or at such other location as may be designated by the Board of the Authority.

ARTICLE II

DEFINITIONS

The terms "authority," "district", "board," "participating municipality," "park," "recreational purposes," "swimming pool," and "territory of the authority," as used in these Articles shall be as now or hereafter defined in Section I of Act 321.

Other terms shall have such meaning as may be specified in the various provisions of these Articles.

ARTICLE III

PARTICIPATING MUNICIPALITIES AND TERRITORY

The participating municipalities of this Authority are **Green Oak Charter Township and The Charter Township of Brighton**, in the County of Livingston, Michigan, and any other municipalities or districts that may join as set forth in Article XVI, which are hereby designated as the "participating municipalities." The territory of the Authority shall be all of the combined territory of the participating municipalities.

ARTICLE IV

PURPOSE

The purpose of the Authority shall be and is to provide recreational services as outlined in the authorization contained in Act 321.

ARTICLE V

POWERS

This Authority shall be a body corporate with power to sue or be sued in the State of Michigan. Its jurisdiction shall include all of the total territory embraced within the corporate boundaries of its participating municipalities as set forth in Article III, as now constituted or as hereafter expanded through annexation, consolidation or change of municipal identity. The Authority shall possess all of the powers now or hereafter granted by Act 321, or by any other applicable statute of the State of Michigan and by these Articles, and those incident thereto. In addition, it shall possess all powers necessary to carry out its purposes and those incident thereto. The enumeration of any powers herein shall not be construed as a limitation upon its general powers unless the context shall clearly indicate otherwise. The Authority may adopt a corporate seal, and may alter the seal, and use it by causing it or a facsimile thereof to be affixed, impressed, or reproduced in any other manner.

ARTICLE VI

TERM

This Authority shall continue in existence perpetually or until dissolved by the majority vote of each of the participating communities. A participating municipality shall not withdraw from the Authority during the period for which the Authority has been authorized to levy a tax by the electors of the Authority.

ARTICLE VII

FISCAL YEAR

The fiscal year of the Authority shall commence on the first day of July in each year and shall end on the 30th day of June of the next year.

ARTICLE VIII

GOVERNING BOARD

The Authority shall be directed and governed by a Board of Trustees, known as the "Southeastern Livingston County Recreation Authority Board" or "SELCRA Board," and

*one member
elected*

hereinafter sometimes referred to as the "Board," which shall be made up of two members selected by the governing body of each participating municipality, each of whom at the time of selection shall be a qualified elector residing within the territorial boundaries of his or her respective participating municipality; and one member-at-large who shall be selected by the remaining members of the Board, who at the time of selection shall be a qualified elector of Livingston County.

Members of the Board shall serve a term of two years, beginning with the first day of January next following his or her respective appointment. Each member of the Board shall qualify by taking the constitutional oath of office and filing it with the clerk of his or her respective participating community.

A member of the Board shall not be an employee of SELCRA.

Each year in January, the Board shall elect officers at an organizational meeting including: Chairperson, a Vice-Chairperson and a Secretary, each of who shall be a member of the Board, and a Treasurer, who may or may not be a member of the Board. Each year the Board may select an Assistant Secretary and an Assistant Treasurer, each of whom shall not be a member of the Board. Such officers shall serve until the organizational meeting of the following year or until their respective successors shall be selected and qualified. No selection to the Board and no selection of an officer shall be deemed invalid because it was not made within or at the time specified in these Articles. Any Board member may be removed by the appointing participating municipality for good cause shown after a public hearing. The member-at-large may be removed by the action of the remainder of the Board for good cause shown after a public hearing.

ARTICLE IX

COMPENSATION

Pursuant to the requirements of Act 321, the members of the Board shall not be compensated for their services by the Authority. Each member of the Board shall be entitled to reimbursement for all expenditures made by him or her in carrying out official duties as may be approved by the Board and to the extent authorized by the budget for the Authority for each fiscal year.

ARTICLE X

VACANCY

In the event of a vacancy on the Board, other than the at-large member, the governing body of the participating municipality who selects such representative shall fill the vacancy for the unexpired term as expeditiously as possible and in no event to exceed ninety (90) days from the date such vacancy occurs. Should a vacancy occur in the at-large member appointment, the Board shall fill the vacancy for the unexpired term as expeditiously as possible and in no event to exceed ninety (90) days from the date such

vacancy occurs.

In the case of the temporary absence or disability of any officer, the Board may appoint some person temporarily to act in his or her stead, except that in the event of the temporary absence or disability of the Chairperson, the Vice-Chairperson shall so act.

ARTICLE XI

MEETINGS

Meetings of the Board shall be held as required and at least quarterly at such time and place as shall be prescribed by resolution of the Board. Each member of the Board shall have one vote. Special meetings of the Board may be called by the Chairperson, or any two (2) members thereof, by serving written notice of the time, place and purposes thereof, upon each member of the Board, personally, or by leaving it at his or her place of residence at least (24) hours prior to the time of such meeting, or by depositing the same in a U.S. Post Office or mail box within the limits of the Authority, at least seventy-two (72) hours prior to the time of such meeting, enclosed in a sealed envelope properly addressed to such member at his or her home address or office address with postage fully prepaid. Any meeting of the Board shall be held, and any notice therefore shall be given, in accordance with the provisions of Act 267, Public Acts of Michigan, 1976, as amended, the "Open Meetings Act". Any member may waive notice of any special meeting either before or after the holding thereof. At least a majority of the members of the Board shall be required for a quorum. The Board shall act by motion or resolution. A vote of the majority of the members of the Board who are authorized to vote on such matters shall be sufficient for passage.

The Board shall have the right to adopt bylaws governing its procedures, which are not in conflict with the terms of any statute of the State of Michigan or of these Articles. The Board shall keep minutes of its proceedings, which journal shall be signed by the Secretary and open to the public. All votes shall be "Yes" or "No" or "Abstain," provided where the vote is unanimous, it shall only be necessary to so state.

ARTICLE XII

BOARD AND OFFICER DUTIES

The Chairperson of the Board shall be the presiding officer thereof. Except as herein otherwise provided, the Chairperson shall not have any executive or administrative functions other than as a member of the Board. In the absence or disability of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson. The Secretary shall be the recording officer of the Board. The Treasurer shall be the custodian of the funds of the Authority and shall give to it a bond conditioned upon the faithful performance of the duties of his or her office. All monies shall be deposited in a bank or banks, to be designated by the Board, and all checks or other forms of withdrawal therefrom shall be signed by two persons, which persons shall be the

Secretary, the Treasurer or the chief administrative employee of the Authority, or their respective written designees. All authorized signatories shall give a bond conditioned upon the faithful performance of the prescribed duties. The cost of such bonds shall be paid by the Authority. The officers of the Board shall have such powers and duties as may be conferred upon them by the Board and Act 321.

ARTICLE XIII

REVENUE SOURCES, BUDGETING, AND FINANCING THE AUTHORITY

The accounting and budgeting practices of the Authority shall conform with standard accounting practices, the Uniform Budgeting and Accounting Act, Act 2, Public Acts of Michigan, 1968, as amended, and all other applicable provisions of law. By January 31st of each year, the Board shall approve an annual operating and capital budget reflecting the projected revenues and projected expenditures of the Authority for the next fiscal year beginning July 1.

The Authority shall have the power to assess and collect fees, levy and collect taxes, and accept grants or contributions as authorized by Act 321.

Financing The Authority

A. Financial Contributions From Each Participating Municipality Without a Property Tax Levy

The recreation programs administered by the Authority shall be provided substantially on a fee based basis and budgeted revenues shall be derived substantially from such program fees. The annual budget shall also provide for the necessary funding required from each participating municipality for the next fiscal year, calculated as follows in (i) below. Fees paid by residents of the participating municipalities shall not be considered financial contributions of the participating municipalities.

To assist all participating municipalities in their respective annual budget planning processes, the Board shall provide all participating municipalities by ~~January 31st~~ ^{February 28th} of each year with 1) a draft budget indicating the total dollar amount of municipal support that will be required for SELCRA's upcoming fiscal year, 2) full report of the number of participants for the previous two calendar years broken out by activity and by municipality, and 3) the percentage of all participants during those two years by municipality.

(i) Establishing the yearly contribution of each participating municipality

That portion of the upcoming annual budget required from each participating municipality shall be \$23.00 per participant from each participating municipality, averaged for the previous two calendar years. For purposes of this section, a "participant" is defined as an individual registered for a single SELCRA activity - a single

person registered in three activities is considered three "participants" for purposes of this section. Each participating municipality acknowledges its annual contribution percentage may be increased or decreased based on the change in the number of its participants averaged for the previous two calendar years. The Authority may increase or decrease the current \$23.00 per participant charge set forth above by obtaining the consent of all the participating municipalities. If any participating municipality pays less than its required yearly contribution as set forth above, its users fees shall be adjusted as set forth in (ii) below.

(ii) Impact on user fees of payment of less than the required contributions set forth in (i) above.

Each participating municipality shall make its annual payment to the Authority in one (1) installment, payable no later than July 30th of each calendar year. **Residents residing within a fully paid participating member municipality shall receive a 30% discount on published user rates.**

In the event a participating municipality makes no payment toward its required annual contribution as established in (i) above, its residents user fees shall be assessed as an "out of district" user as defined below.

In the event some, but not all, of the required annual contribution is made by a participating municipality, **its user fees shall be increased to the full rate with no discount.** ~~proportionally to the decrease in its contribution (i.e. if a participating municipality's contribution is 20% less than established in (i) above, its user fees shall be increased by dividing the 20% reduction by 2 and adding it to the "in-district fees", which, in this example, then becomes 110% of the "in-district user fee").~~

An "out of district" user is defined as a user who has registered for a program offered by the Authority but is not a resident of a participating municipality.

B. Financial Contributions From Each Participating Municipality With a Property Tax Levy

As an alternative to the financial contribution formula in subsection A. above, the Authority may levy a tax on all taxable property within the territory of the Authority as authorized by the Act. For so long as the Authority is funded by a levy as authorized by the Act, the imposition of such a levy shall preclude the Board and/or the Authority from requiring any further financial contributions from each participating municipality. Nothing in this paragraph shall be construed as preventing a participating municipality, by action of its governing body, from providing additional contributions to the Authority, for either general or specific purposes.

Budget

The Board shall prepare a proposed annual operations and capital budget reflecting the

proposed revenues and expenditures to be made for operating and maintaining the Authority for the next fiscal year beginning July 1. The Board shall adopt the proposed budget by a majority vote of the members of the Board in such a manner as to assure submission of the budget to the participating municipalities no later than ~~January 31~~ February 28th of each year. A letter will be provided to each participating municipality within thirty (30) days of adoption by the Board providing for contributions from the participating municipalities as set forth in subsections A and B above. The budget may be amended from time to time upon approval of the Board, but none of the participating municipalities funding contribution may be increased without the consent of that participating municipality.

The Board may approve a budget that results in an obligation of the Authority that extends beyond the Authority's current fiscal year only if the Authority's fund balance at the time of adoption has sufficient funds to satisfy that obligation, as well as all other outstanding obligations, or all of the participating municipalities approve of the obligation. As a part of the budget process, the Board shall inform the participating municipalities of any such obligations.

ARTICLE XIV

PROPERTY

The Authority shall possess all the powers necessary to carry out the purposes thereof and those incident thereto. It may acquire property by purchase, lease, grant, gift, devise, land contract, installment purchase contract, or condemnation, either within or outside its territory, and may hold, manage, control, sell, exchange or lease such property. For the purpose of condemnation, it may proceed under the provisions of Act 149, Public Acts of Michigan, 1911, as now hereafter amended, Act 87, Public Acts of Michigan, 1980, as now or hereafter amended, or any other appropriate statute. Notwithstanding the right by the Authority to acquire real property under the Act, the approval of all the participating municipalities governing bodies is required to acquire or convey property, prior to such acquisition or conveyance taking place.

ARTICLE XV

WITHDRAWAL OF PARTICIPATING MUNICIPALITY

A participating municipality may withdraw from the Authority by resolution of the municipality's legislative body approving the withdrawal, a certified copy of which resolution shall be provided to the Board not less than six (6) months prior to the end of the fiscal year for the Authority. Such new fiscal year shall serve as the effective date for the withdrawal. A participating municipality shall not withdraw from the Authority during the period that a tax is authorized to be levied by the electors of the Authority. Once the Authority receives a certified copy of the resolution approving the withdrawal of a participating municipality, and continuing until the actual withdrawal, the Authority shall not be allowed to expend funds or incur obligations other than as already budgeted

by the Authority in its current fiscal budget, unless both of the withdrawing municipality's representatives to the Board concur in the action.

A participating municipality that withdraws from the Authority shall remain liable for a percentage of the debts and liabilities of the Authority incurred while the participating municipality was a part of the Authority. The percentage of the Authority's debts for which a withdrawing municipality remains liable shall be a) the same percentage as that participating municipality's percentage of the funding of the Authority as set forth in Article XIII.A.(i), if the participating municipalities at the time of withdrawal are directly funding the Authority's budget; or b) according to the formula arrived at by dividing the state equalized value of the real property in each participating municipality by the state equalized value of all real property in the Authority on the effective date of the withdrawal, if the Authority is funded by a levy.

Any property owned by the Authority, which is in the possession of the withdrawing municipality or in the possession of personnel who will no longer remain with the Authority as a result of the municipality's withdrawal from the Authority, shall be returned to the Authority before the effective date of the withdrawal. The withdrawing municipality shall not be entitled to the return of any credit for any property or money it transferred to or paid to the Authority prior to the withdrawal.

ARTICLE XVI

JOINING THE AUTHORITY

Any municipality or district, as those terms are defined in Act 321, may become a participating municipality in the Authority upon adoption by the governing body of that municipality or district of the following:

- a. the Articles and Bylaws in effect at the time;
- b. a resolution acknowledging it will be bound by all the terms and conditions contained within the Articles and Bylaws as they have been amended;
- c. an agreement with the other participating municipalities as to the financial contribution, if any, of the municipality or district with the existing participating municipalities for the remainder of the fiscal year of the Authority;
- d. the unanimous consent of the participating municipalities.

For a municipality or district to become a participating municipality in the Authority, a majority of the electors of the municipality or district proposed to be included in the territory of the Authority shall approve a tax that the Authority has been authorized to levy by a vote of the electors of the Authority under MCL 123.1141.

ARTICLE XVII

DISSOLUTION OF AUTHORITY

The Authority may be dissolved by the concurring resolution of the governing body of each participating municipality at the time of such dissolution. Prior to dissolution of the Authority any outstanding indebtedness of the Authority shall be paid.

Any real estate, buildings, and/or facilities that were contributed to the Authority by a participating municipality and is maintained, owned or operated by the Authority shall revert back to the originating municipality. Any other real estate owned by the Authority shall be sold and the proceeds distributed according to the 1) formula set forth in Article XIII, if the participating municipalities, at the time of dissolution, are directly funding the Authority's budget; or (2) according to the formula arrived at by dividing the state equalized value of the real property in each participating municipality by the state equalized value of all real property in the Authority on the effective date of the dissolution, if the Authority is funded by a levy.

In the event of a dissolution following a period of property tax levy by the Authority, any funds obtained via levy, and/or real property purchased with such funds, which are subsequently distributed to the participating municipalities pursuant to this Article shall be assigned by the participating municipalities to public purposes consistent with the purposes approved by the electorate for the original levy.

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EMPLOYEES

The Authority may employ such personnel and employees as it may consider desirable and may retain from time to time the services of attorneys, accountants, and other consultants as the Authority considers necessary to carry out the purposes of the Authority.

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AUDIT

The Board shall cause an annual audit to be made of the books, records and financial transactions of the Authority by a certified public accountant. Three copies of the audit report prepared by the certified public accountant shall be furnished to each participating municipality. The books and records of the Authority shall be open for inspection by any participating municipality at all reasonable times.

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FEDERAL OR STATE GRANTS IN AID

The Authority shall have the power to apply for and accept grants, loans, or contributions from the United States of America or any agency or instrumentality thereof, the State of Michigan or other public or private agencies; and to do any and all

things necessary or desirable to secure such financial or other aid or cooperation in carrying out any of the purposes of Act 321.

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INVESTMENT

The Treasurer of the Authority, when authorized by resolution of the Board, may invest general funds of the Authority. Such investment by the Treasurer shall be made in compliance with the laws of the State of Michigan. The Authority shall adopt an investment policy.

ARTICLE XXII

EXEMPTION FROM TAXATION

The property of the Authority shall be exempt from all taxation and assessment and no writ of attachment or writ of execution be levied upon the property of the Authority.

ARTICLE XXIII

PUBLICATION

These Articles shall be published once in the Authority's local publication of record. One printed copy of the Articles, certified as a true copy thereof, with the dates and places of publication, shall be filed with the Secretary of State within thirty (30) days after the execution and adoption.

The clerk of The Charter Township of Brighton, Livingston County, Michigan, is hereby designated as the person to cause these Articles to be published, certified and filed as aforesaid. In the event he or she shall be unable to act or shall neglect to act, then the clerk of any of the other participating municipalities shall act in his or her stead.

ARTICLE XXIV

EFFECTIVE DATE

The authority shall become effective upon the filing of certified copies of these Articles with the Secretary of State, as provided in the preceding Article.

ARTICLE XXV

AMENDMENT

Amendments may be made to these Articles at any time if adopted by the legislative

body of each participating municipality of which the Authority is composed. Any such amendment shall be endorsed, published, and certified and printed copies thereof filed in the same manner as the original Articles of Incorporation, except that the filed and printed copies shall be certified by the recording officer of the Authority.

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These Articles may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The captions in these Articles are for convenience only and shall not be considered as part of these Articles or in any way limiting or amplifying the terms and provisions hereof.

These Articles have been adopted by the City of Brighton, Green Oak Charter Township, and The Charter Township of Brighton, as set forth in the following endorsements, and in witness whereof ~~the Mayor and City Clerk of the City of Brighton,~~ the Supervisor and Township Clerk of Green Oak Charter Township, and the Supervisor and Township Clerk of The Charter Township of Brighton have endorsed thereon the statement of such adoption.

The foregoing Articles of Incorporation were adopted by the township board of Green Oak Charter Township, Livingston County, Michigan, at a meeting duly held on the ____ day of _____, 2016.

Supervisor, Green Oak Charter Township

Clerk, Green Oak Charter Township

The foregoing Articles of Incorporation were adopted by the township board of The Charter Township of Brighton, Livingston County, Michigan, at a meeting duly held on the ____ day of _____, 2012.

Supervisor, The Charter Township of Brighton

Clerk, The Charter Township of Brighton