

CHARTER TOWNSHIP OF WATERFORD
5200 CIVIC CENTER DRIVE
WATERFORD, MI 48329
April 23, 2012
6:00 PM
- A G E N D A -

APPROVE AGENDA -
APPROVE MINUTES -
APPROVE BILL PAYMENT -

AWARDS & PRESENTATIONS:

1. Recognition of Garrett and Fraser Pomeroy and Keith and Renee Sova as "Special Friends" of Parks and Recreation
2. Presentation by Oakland County Sheriff's Office Regarding Costs for Administration of Dispatch Services for Both Waterford Police and Fire Departments

REPORTS:

1. Parks and Recreation Report – March 2012
2. Waterford Township Library Director's Report – March 2012

NEW BUSINESS:

1. Public Hearing for 38th Year CDBG Program
2. Approval of Memorandum of Understanding regarding the Management & Administrative Group Personnel Policy.
3. 2012 Oakland County Sheriff Marine Patrol Services Agreement
4. 2012 Williams Lake Association Contract
5. Mental Health Month, May 2012 Proclamation
6. Keep Michigan Beautiful 50th Anniversary Proclamation
7. Approval of Proposed Ballot Wording for the Renewal of the Advanced Life Support Millage
8. Approval of Proposed Ballot Wording for the Renewal of the Library Millage
9. Award of Bid for 4" Fire Hose
10. Resolution Adopting the DWRP Project Plan to Receive Low Interest Funding from the MDEQ
11. Traffic Improvement Association/Office of Highway Safety Planning Grant Acceptance

Kari Vlaeminck, Clerk

IN CONFORMANCE WITH THE AMERICANS WITH DISABILITIES ACT, LARGE-PRINT AGENDAS AND MINUTES ARE AVAILABLE UPON REQUEST. BARRIER-FREE PARKING AND ACCESS ARE ALSO AVAILABLE AT TOWN HALL. MINUTES ARE AVAILABLE UPON REQUEST AT THE CLERK'S DEPARTMENT, AND ON THE TOWNSHIP'S WEB SITE.

Minutes of the Waterford Township Board Meeting, held April 23, 2012, at 6:00 p.m., in Town Hall Auditorium, 5200 Civic Center Drive, Waterford, Michigan 48329.

BOARD MEMBERS PRESENT:

Carl W. Solden, Supervisor
Margaret Birch, Treasurer
Anthony Bartolotta, Trustee
David Kramer, Trustee
David Maloney, Trustee
Bette O'Shea, Trustee

BOARD MEMBER ABSENT:

Kari Vlaeminck, Clerk

OTHERS PRESENT:

Berry Zeeman
Curtis Childs
Debra Hall
Walt Bedell
Louis W. Feurino
Stan Kurzman
Joy Nick
Joe & Peggy Latozas
Ronald R. Spears
Mike Morgan
Kelly Morgan
Tim Nick
Joan Rogers
Florence Anderson
Renee & Keith Sova
Derek Diederich
Bill Fritz
Annie Chachich
David McKee
Ashley Zoltowski
Keith Zoltowski
Teresa Leonard
Terri Bracali

Gil Decker
Jeff Clemons
Neil Billington
Pat Smith
Mark Ross
Debra & Tim Campbell
Fred Timpner
John Haase
Lisa Fritz
Chris Fritz
Steve Ryner
Angie lafrate-Tupa
Diane lafrate
Kimberly Gaynett
Garrett & Fraser Pomeroy
Richard A. Moody
Sally Yenglin
Sharon Thomas
Garry Neilsen
Barb Miller
Carmen Lackey
Scott Lamphere
Andy Tarajos

Mike Harris
Mike Zorza
Cheryl Kozell
Scott Good
Donna Wall
Halena Riabucha
Jason Wale
Gary Wall
Dan McCaw
Tom Newcombe
David Pomeroy
Rita Irwin
Jeff Wise
John Stratton
Dave Lippincott
Mark Rozenkranz
Kevin Kazyak
Kathy Lindsey

Supervisor Carl Solden called the meeting to order at 6:00 p.m., asked for a moment of silence and then lead the Pledge of Allegiance.

Moved by Maloney,
Supported by Birch, RESOLVED, to have Bette O'Shea act as temporary secretary.

Motion carried unanimously.

Moved by O'Shea,
Supported Birch, RESOLVED, to approve the April 23, 2012, agenda as printed.

Motion carried unanimously.

Moved by Maloney,
Supported by O'Shea, RESOLVED, to approve the April 9, 2012, minutes with the corrections that Clerk Vlaeminck and Trustee O'Shea were absent.

Motion carried unanimously.

Moved by O'Shea,
Supported by Birch, RESOLVED, to approve the payment of the bills for April 23, 2012, as presented. A list of the bills is attached to these minutes.

Motion carried unanimously.

The following reports were presented:

1. Parks and Recreation – March 2012
2. Waterford Township Public Library – March 2012

Moved by Kramer,
Supported by O'Shea, RESOLVED, to accept the foregoing reports.

Motion carried unanimously.

Tom Newcombe presented a plaque and expressed the Township's appreciation to Renee and Keith Sova for being "Special Friends of Parks and Recreation". The Board offered their congratulations.

Tom Newcombe presented a plaque and expressed the Township's appreciation to Garret and Fraser Pomeroy for being "Special Friends of Parks and Recreation". The Board offered their congratulations.

Mel Maier, Chief of Communications, Captain Berry Zeeman and Lieutenant Curtis Childs of the Oakland County Sheriff's Office made a presentation regarding Costs for Administration of Dispatch Services for both Waterford Police and Fire Departments. Citizens addressed the Board.

The following memo was received from Robert W. Vallina, Community Planning and Development Director:

The public hearing on Waterford Township's 2012/2013 (38th Program Year) Community Development Block Grant (CDBG) Program to be held during your April 23, 2012 meeting will provide compliance with HUD regulatory requirements for public discourse, an opportunity to gather citizen views on Waterford's housing and community development needs, and to approve the Final Statement of 2012/2013 Projected Use of Funds that will be used to complete the CDBG Annual Action Plan for submission to the U.S. Department of Housing and Urban Development (HUD). In order to implement the 38th Year CDBG Program, I have attached an authorization resolution for your consideration.

2012/2013 CBDG Program memo, continued.

The 2012/2013 CBDG Program, which begins on July 1, 2012, will be primarily funded through the new CBDG grant funds to be allocated to Waterford from HUD's FY 2012 budget. The proposed 38th Year budget uses the current year CBDG funding level as a benchmark to propose distribution of the 2012/2013 CBDG funding to the ongoing housing rehabilitation, code enforcement, and program administration projects while also reflecting the consolidation of the Building & Engineering and Community Planning & Development Departments at the end of 2012.

Please call me at 618-7443, if you have any questions regarding this year's proposed CBDG Program prior to Monday night's meeting.

Supervisor Solden opened the Public Hearing for the 38th Year CBDG Program at 8:10 p.m. and as there were no comments from the public, the Public Hearing was closed at 8:10 p.m. The resolution follows.

WHEREAS; the fiscal year 2012/2013 Community Development Block Grant Program (38th Year) funding for the Charter Township of Waterford is \$361,803; in addition to the new grant funds, the Township expects at least \$5,000 in program income anticipated to be received during the 38th Program Year period, and

WHEREAS; the Charter Township of Waterford did conduct a public hearing on April 23, 2012 to obtain citizens views on housing and community development needs in the Township relative to the Community Development Block Grant Program,

NOW, THEREFORE BE IT RESOLVED; that the Charter Township of Waterford Board of Trustees does hereby authorize the Township Supervisor to be the official representative of the Township in accordance with 24 CFR 570.303 for the certifications relative to applying for the 2012/2013 Community Development Block Grant Program and to sign all grant agreement documents required to receive such funds; and

BE IT FURTHER RESOLVED; that the Charter Township of Waterford Board of Trustees does hereby authorize the Community Planning and Development Director to prepare, publish, and implement the Final Statement of Community Development Objectives and Annual Action Plan to be submitted to the U.S. Department of Housing and Urban Development, with projected and adjusted funding needed to achieve the following projects established as the 2012/2013 Community Development Block Grant Program:

CDBG GRANT AND PROGRAM INCOME FUNDS

1. Housing Rehabilitation	\$179,458
2. Program Administration	\$50,687
3. Code Enforcement	\$136,658
TOTAL	\$366,803

Moved by Kramer,
Supported by O'Shea, RESOLVED, to approve the foregoing resolution for the 2011/2012 Community Planning and Development Block Grant Program funding for the Charter Township of Waterford.

Motion carried unanimously.

The following memo was received from Supervisor Solden:

Attached for your consideration is a RESOLUTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING CONCERNING THE PROVISIONS OF THE MANAGEMENT & ADMINISTRATIVE GROUP PERSONNEL POLICY. This Resolution confirms the agreement that was reached between the elected representatives of the Management & Administrative Group and the appointed representatives of the Township Board as documented in a Memorandum of Understanding.

The employees in the Management & Administrative Group have traditionally been the first group of township employees to agree to concessions in an effort to reduce costs. A few examples of these concessions are itemized below:

- Wages for employees in the M&A Group have been frozen since 2007.
- Employees entering the M&A Group after January 1, 2005 are covered by a Defined Contribution Retirement Plan instead of the Defined Benefit Retirement Plan.
- The M&A Group revised the minimum medical insurance plan from Community Blue 10 to Community Blue 4 (a less costly plan) in January 2005.
- Employees entering the M&A Group after January 1, 1999 have their maximum pension benefit limited to 75% of their final average compensation.
- The M&A Group was the first employee group to eliminate the unlimited sick time provision.
- Members of the top three position classifications in the M&A Group eliminated accumulating compensatory time in 2004.

The M&A Group has already made numerous concessions that have significantly reduced expenditures for the township and it would not be in the best interest of the continued efficient operation of the township to require additional concessions at this time. Therefore I/we request that the Township Board pass the attached Resolution which allows the provisions of the current Management & Administrative Group Personnel Policy to remain in effect for a three year period beginning on January 1, 2012.

The resolution follows.

WHEREAS, the Charter Township of Waterford has an established Personnel Policy which addresses the salaries, benefits and other conditions of employment for the Management & Administrative Group employees; and,

WHEREAS, Article XIX and Appendix B of this Management & Administrative Group Personnel Policy requires that elected representatives of the Management & Administrative Group meet periodically with appointed representatives of the Township Board to discuss possible changes to the provisions of the Management & Administrative Group Personnel Policy; and,

WHEREAS, the elected representatives of the Management & Administrative Group met numerous times with the appointed representatives of the Township Board between September and December of 2011; and

WHEREAS, on December 12, 2011 the elected representatives of the Management & Administrative Group and the appointed representatives of the Township Board came to an agreement, as documented in the attached MEMORANDUM OF UNDERSTANDING that there would not be any changes in the provisions of the current Management & Administrative Group Personnel Policy, except under Article IX – Insurance, for the three year period beginning January 1, 2012.

| M & A Group Resolution continued.

NOW THEREFORE BE IT RESOLVED, the Board of Trustees for the Charter Township of Waterford approve the provisions of the MEMORANDUM OF UNDERSTANDING between the elected representatives of the Management & Administrative Group and the appointed representatives of the Board of Trustees.

Moved by O'Shea,

Supported by Maloney, RESOLVED, to approve the foregoing Management and Administrative Resolution, effective January 1, 2012, through December 31, 2014.

YEAS: Solden, Birch, Bartolotta, Kramer, Maloney and O'Shea

NAYS: None

ABSENT: Vlaeminck

Motion carried unanimously.

The following memo was received from Supervisor Solden:

Honorable members of the Township Board, attached please find a copy of the Oakland County Sheriff's Office 2012 Marine Patrol Services Agreement with the Charter Township of Waterford and a Charter Township of Waterford Marine Patrol Services Contract with the Williams Lake Association.

The Sheriff's Agreement is a standard agreement used by the County for municipalities in Oakland County in order to provide Marine Patrol Services on lakes within the confines of the municipality. In this case, the Williams Lake Association, not the Lake Board, wishes to establish patrols on their lake thus we as the municipality must enter into an agreement with the County then enter into a separate agreement with the Lake Associations.

I have met on two separate occasions with Mr. Malcom Deaton and once with Mrs. Marie Gale both officers of the Williams Lake Association. We were able to work out the details for 144 hours of Marine Patrol on Williams Lake for the 2012 season at \$31.37 per hour according to the Sheriff's Agreement for a total of \$4,517.28. That amount of money will be pre paid to Waterford Township Treasurer Margaret Birch. The funds will then be distributed to the County or the Sheriff periodically for services rendered throughout the season. A 3% administration fee, \$135.52, will be assessed on behalf of Waterford Township for administering the process between the Lake Association and the County.

Mr. Deaton has already confirmed the availability of the Sheriff's Marine Patrol Division on the dates the Lake Association requests the patrols be present on Williams Lake.

Unfortunately the municipality must be part of this process, I would rather the County deal directly with the Lake Associations, but that is not an option with the County. Therefore this process must be followed in order for the Lake Associations to secure marine patrols on their lakes. I certainly would not like to be the entity that would not participate and prohibit Lake Associations from securing their lakes during the boating season.

I would ask for your approval for both agenda items, I have listed them separately as once the Sheriff's Agreement is approved we will not have to deal with that a second time should another Lake Association come forward requesting the service. Peter Donlin looked the Agreement over and conferred with the County Corporation Counsel and is satisfied. If there is another Lake Association requesting the service this season I will then bring that agreement before you for approval.

Marine Patrol Services memo, continued.

Mr. Malcomb and Mrs. Gale have both agreed on the specifics including the 3% administration fee on behalf of their Board. I would ask the motion read "move to authorize the Township Supervisor to sign the Marine Patrol Services Agreement with the

Williams Lake Association to provide Marine Patrol services as requested on Williams Lake for the 2012 season".

Any questions please feel free to call my office 248 674-6201.
Thank you for your consideration.

The agreement follows.

This Agreement is made and entered into between the CHARTER TOWNSHIP OF WATERFORD, a Michigan Constitutional and Municipal Corporation and political subdivision of the State of Michigan, located within Oakland County, whose address is 5200 Civic Center Drive, Waterford, MI 48329 (hereafter the "MUNICIPALITY"), and the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation and political subdivision of the State of Michigan, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 (hereafter the "COUNTY"), and/or the OAKLAND COUNTY SHERIFF, in the capacity of a Michigan Constitutional Officer, whose address is County Service Center, Building. #38 East, 1200 N. Telegraph Road, Pontiac, Michigan 48341-1044 (hereafter the "SHERIFF"). In this Agreement, whenever the COUNTY and SHERIFF are intended as joint or co-obligors they will be referred to collectively as the "OAKLAND COUNTY SHERIFF'S OFFICE" or, as abbreviated, the "O.C.S.O.", otherwise, "COUNTY" and "SHERIFF" shall refer only to individual described herein.

INTRODUCTORY STATEMENTS

Whereas, the O.C.S.O. is authorized to enforce MARINE LAW but, absent an agreement such as this, has only limited responsibility to do so within the MUNICIPALITY; and
Whereas, the O.C.S.O. and the MUNICIPALITY may enter into an agreement where the O.C.S.O. would enforce MARINE LAW in the MUNICIPALITY; and
Whereas, the MUNICIPALITY desires to contract with the O.C.S.O. for the enforcement of MARINE LAW in the MUNICIPALITY; and
Whereas, the O.C.S.O. is agreeable to enforcing MARINE LAW within in the MUNICIPALITY with the additional personnel provided under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the COUNTY, the SHERIFF, and the MUNICIPALITY mutually agree:

1. Besides the terms "COUNTY", "MUNICIPALITY", "SHERIFF", "OAKLAND COUNTY SHERIFF'S OFFICE", and "O.C.S.O." as defined above, the parties agree that for all purposes, and as used throughout this Agreement, the following terms and expressions whether used in the singular or plural, possessive or nonpossessive, and/or either within or without quotation marks, shall be defined and interpreted as provided herein. The parties further agree that as defined herein the terms "MUNICIPALITY OFFICIAL", "MUNICIPALITY AGENT", "COUNTY OFFICIAL", "SHERIFF'S DEPUTY" and "SHERIFF'S DEPUTIES" shall include any person who, at the time relevant to any issue, claim, or interpretation of this Agreement, was either a "MUNICIPALITY OFFICIAL", "MUNICIPALITY AGENT", "COUNTY OFFICIAL", or "SHERIFF'S DEPUTY" but, for any reason, is no longer employed in that capacity.02.01.12

Marine Patrol Services Agreement continued.

a. "CLAIM" shall be defined to include any and all losses, complaints, demands for relief, damages, lawsuits, causes of action, proceedings, judgments, deficiencies, penalties, costs and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation, litigation expenses, amounts paid in settlement, and/or any other amount for which either party becomes legally and/or contractually obligated to pay, whether direct, indirect or consequential, whether based upon any alleged violation of the constitution (federal or state), any statute, rule, regulation, or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

b. "COUNTY OFFICIAL" shall be defined to include any and all COUNTY representatives elected by popular vote to a COUNTY office or such persons appointed, pursuant to state law, to fill a vacant elected office pending an election.

c. "MARINE LAW" means Subchapter 5 ("Watercraft and Marine Safety") of the Natural Resources and Environmental Protection Act (Public Act 451 of 1994), rules promulgated thereunder by the Michigan Department of Natural Resources, and local ordinances adopted in conformity with this Act.

d. "MARINE PATROL SERVICES" shall be defined and interpreted as the prevention and detection of MARINE LAW violations and the enforcement of MARINE LAWS upon all lakes or waterways designated by the MUNICIPALITY. The MARINE PATROL SERVICES contemplated and to be provided under this Agreement are strictly limited to those governmental MARINE PATROL SERVICES authorized by law to be performed by the O.C.S.O.

e. "MUNICIPALITY OFFICIAL" shall be defined to include any and all MUNICIPALITY representatives elected by popular vote to a MUNICIPALITY office or such persons appointed, pursuant to state law, to fill a vacant elected office pending an election, and those individual MUNICIPALITY employees or agents whose specific job responsibilities mandate the enforcement of state statutes or local ordinances such as the Fire Marshall, Engineering or Housing Inspector, Ordinance Officer, or Weighmaster.

f. "MUNICIPALITY AGENT" shall be defined to include any and all MUNICIPALITY employees, managers, departments, divisions, volunteers, agents, representatives, predecessors, successors, attorneys, or auditors, other than MUNICIPALITY OFFICIALS as defined above (whether such persons act, or acted, in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them.

G "MUNICIPALITY LIAISON" shall be the defined as the chief elected official of the MUNICIPALITY (i.e., City Mayor or Township Supervisor) or such other individual as designated in writing by the MUNICIPALITY LIAISON to act in this capacity for all purposes under this Agreement.

h. "O.C.S.O. LIAISON" shall be the defined as a SHERIFF'S DEPUTY contracted for and assigned to provide LAW ENFORCEMENT SERVICES to the MUNICIPALITY under this Agreement, who is designated by the SHERIFF to maintain all lines of communications with the MUNICIPALITY LIAISON, as defined herein. The O.C.S.O. LIAISON will generally be the commanding officer or a SHERIFF'S DEPUTY designated, in writing, by the SHERIFF to perform this function.

i. "SHERIFF'S DEPUTY" or "SHERIFF'S DEPUTIES" shall be defined to include any Captain, Lieutenant, Sergeant, Deputy II, Deputy I, Special Deputy, Patrol Investigator, Detective Sergeant, or any other person or persons of any rank, classification, or title who, pursuant to state law, is a sworn Deputy of the SHERIFF.

Marine Patrol Services Agreement continued.

2. The SHERIFF shall assign SHERIFF'S DEPUTIES, in such Number(s) and Rank(s) as shown in SCHEDULE A - SHERIFF'S DEPUTIES CONTRACTED FOR AND TO BE ASSIGNED TO MUNICIPALITY (hereafter "SCHEDULE A"), which is attached to, incorporated in and made part of this Agreement, to perform any and all O.C.S.O. MARINE PATROL SERVICES contemplated in this Agreement within the corporate limits of the MUNICIPALITY. MARINE PATROL SERVICES, as defined above, shall not include O.C.S.O. police-related "Support Services," such as Arson Investigation, Detective and Crime Lab services, which the O.C.S.O. now provides on a County-wide basis, unless expressly stated to the contrary herein. Nevertheless, such additional "Support Services" shall continue to be made available, at no additional cost to the MUNICIPALITY, to the same extent that the O.C.S.O. continues to make such law enforcement "Support Services" available, at no additional charge, to all other communities within Oakland County.

a. The MUNICIPALITY acknowledges that, except as provided for under the terms of this Agreement, the SHERIFF has only limited responsibility for except as provided herein, to assign any specific Number(s) or Rank(s) of SHERIFF'S DEPUTIES to provide MARINE PATROL SERVICES to the MUNICIPALITY.

b. The SHERIFF will make every reasonable effort to provide professional MARINE PATROL SERVICES to the MUNICIPALITY, following generally accepted standards for police protection, with the levels of staff provided for in SCHEDULE A.

c. Notwithstanding any other provision in this Agreement, this Agreement shall not be interpreted to include any warranty, promise or guaranty, either express or implied, or of any kind or nature whatsoever, in favor of the MUNICIPALITY and/or any other person or MUNICIPALITY resident that the O.C.S.O.'S provision of MARINE PATROL SERVICES under this Agreement will result in any specific reduction or prevention of criminal activity within the MUNICIPALITY or any other performance-based outcome.

3. The O.C.S.O. and the MUNICIPALITY agree that the sole and exclusive purpose of this Agreement is to provide governmental MARINE PATROL SERVICES in and for the MUNICIPALITY. Except as otherwise expressly provided for in this Agreement, the MUNICIPALITY agrees that this Agreement does not, and is not intended to, create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit, and/or special right to O.C.S.O.' s MARINE PATROL SERVICES in favor of or to the benefit of any particular person(s) beyond the O.C.S.O.'S and/or any SHERIFF'S DEPUTY'S law enforcement officer duty, as established under existing law, to the general public.

4. Except as otherwise expressly provided for in this Agreement, any SHERIFF'S DEPUTY contracted for and assigned to provide MARINE PATROL SERVICES to the MUNICIPALITY, as provided for in SCHEDULE A, shall work, during those hours for which the MUNICIPALITY is being charged, only on MUNICIPALITY-related police matters. It is understood and agreed, however, that "Mutual Aid" between communities may be provided to surrounding communities. "Mutual Aid," as used in the previous sentence, means that any SHERIFF'S DEPUTY contracted for and assigned to the MUNICIPALITY may be absent from the MUNICIPALITY, at MUNICIPALITY expense, when temporarily called to the aid of another community due to an emergency or other exceptional circumstance or because a SHERIFF'S DEPUTY possesses some special skill or qualification temporarily needed in that other community.

5. Under the terms of this Agreement, the O.C.S.O. shall assign to the MUNICIPALITY the Number(s) and Rank(s) of SHERIFF'S DEPUTIES shown in SCHEDULE A to perform all of the MARINE PATROL SERVICES contemplated under this Agreement.

Marine Patrol Services Agreement continued.

a. Except as may otherwise be expressly provided in this subparagraph or in SCHEDULE A, whenever any SHERIFF'S DEPUTY contracted for and assigned to provide MARINE PATROL SERVICES to the MUNICIPALITY is not present in the MUNICIPALITY'S geographical area, due to any of the reasons described in subparagraphs 1 - 3 below, such periods of time shall be included in and counted toward the hours allotted for MARINE PATROL SERVICES set forth in SCHEDULE A:

1. Travel time, on a daily basis, to or from the O.C.S.O. in Pontiac, Michigan, at the beginning of or end of any shift by any SHERIFF'S DEPUTY if that SHERIFF DEPUTY'S shift starts or ends in Pontiac;
2. Appearance in any Court or at any meeting with any other law enforcement agency in connection with any prosecution or Court appearance related to MUNICIPALITY marine patrol activities;
3. Performance of any MARINE PATROL SERVICES for the MUNICIPALITY that takes any SHERIFF'S DEPUTY outside the MUNICIPALITY'S geographical area; and

b. Subject to the SHERIFF'S right to consolidate the assigned shifts of SHERIFF'S DEPUTIES in order to concentrate marine patrol efforts to meet particular marine law enforcement priorities and needs, the SHERIFF shall assign SHERIFF DEPUTIES contracted for under this Agreement so as to provide the broadest possible coverage of MARINE PATROL SERVICES to the MUNICIPALITY.

c. All O.C.S.O. policies, procedures, employment contracts, etc., which may be applicable to this Agreement shall be made available by the SHERIFF for inspection by the MUNICIPALITY LIAISON at the O.C.S.O., by appointment, during normal business hours.

6. The MUNICIPALITY shall not have the right under this Agreement to assign, delegate, or otherwise, transfer, promise, commit, or lend any O.C.S.O.'S or SHERIFF DEPUTY'S services, duties, or obligations under this Agreement to any other public or private person, corporation, entity, or organization of any kind. In the event that the MUNICIPALITY perceives the need for any SHERIFF'S DEPUTY'S MARINE PATROL SERVICES beyond those SHERIFF'S DEPUTIES' services contracted for in SCHEDULE A, due to some unusual MUNICIPALITY circumstances that, in the MUNICIPALITY'S judgment, may require additional MARINE PATROL SERVICES, the MUNICIPALITY shall address such concerns for additional MARINE PATROL SERVICES to the SHERIFF as provided for in this Agreement (i.e., preceding Paragraph).

7. The MUNICIPALITY will pay the O.C.S.O. for all SHERIFF'S DEPUTIES' MARINE PATROL SERVICES rendered pursuant to this Agreement at the hourly rates shown in SCHEDULE A. The MUNICIPALITY further agrees to reimburse the O.C.S.O. for any and all additional hours of work, overtime, and/or holiday pay costs incurred by the O.C.S.O. in providing MARINE PATROL SERVICES to the MUNICIPALITY under the terms of this Agreement. For every bi-weekly period (corresponding to established O.C.S.O. payroll periods) during which any SHERIFF'S DEPUTY renders any MARINE PATROL SERVICES to the MUNICIPALITY under the terms of this Agreement, the O.C.S.O. shall prepare and send to the MUNICIPALITY an invoice that sets forth the bi-weekly amount due for each SHERIFF'S DEPUTY'S MARINE PATROL SERVICES rendered during that bi-weekly period, plus any charges for any additional hours of work, overtime, and/or holiday pay, as provided for herein, during that bi-weekly billing period. All overtime charges are to be itemized and designated for the reason incurred. The MUNICIPALITY agrees to pay to the COUNTY the full amounts due on any such invoice within 30 days of the invoice date.

8. If the MUNICIPALITY fails, for any reason, to pay the COUNTY any monies when and as due under this Agreement, the MUNICIPALITY agrees that unless

Marine Patrol Services Agreement continued.

expressly prohibited by law, the COUNTY or the County Treasurer, at their sole option, shall be entitled to set-off from any other MUNICIPALITY funds that are in the COUNTY'S possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any set-off or retention of funds by the COUNTY shall be deemed a voluntary assignment of the amount by the MUNICIPALITY to the COUNTY. The MUNICIPALITY waives any CLAIMS against the County or its Officials for any acts related specifically to the COUNTY'S off-setting or retaining such amounts. This paragraph shall not limit the MUNICIPALITY'S legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this Agreement. If the County chooses not to exercise its right to set-off or if any setoff is insufficient to fully pay the COUNTY any amounts due and owing the COUNTY under this Agreement, the COUNTY shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the COUNTY under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid. Nothing in this section shall operate to limit the COUNTY's right to pursue or exercise any other legal rights or remedies under this Agreement against the MUNICIPALITY to secure reimbursement of amounts due the County under this Agreement. The remedies in this Section shall be available to the COUNTY on an ongoing and successive basis if the MUNICIPALITY at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if the COUNTY pursues any legal action in any court to secure its payment under this Agreement, the MUNICIPALITY agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the COUNTY in the collection of any amount owed by the MUNICIPALITY.

9. The MUNICIPALITY and the O.C.S.O. agree and warrant that neither the O.C.S.O. nor any SHERIFF'S DEPUTY, by virtue of this Agreement or otherwise, shall be considered or claimed to be an employee of the MUNICIPALITY and further agree that, at all times and for all purposes under the terms of this Agreement, the O.C.S.O.'S legal status and relationship to the MUNICIPALITY shall be that of an INDEPENDENT CONTRACTOR. The MUNICIPALITY also agrees that in any writing or any other communication prepared by, for, or at the direction of the MUNICIPALITY, the MUNICIPALITY shall neither state, suggest, nor imply that any employment status and/or employment relationship exists between any SHERIFF'S DEPUTY and the MUNICIPALITY.

10. The MUNICIPALITY and the O.C.S.O. agree and warrant that, at all times and for all purposes relevant to this Agreement, the O.C.S.O. shall remain the sole and exclusive employer of all SHERIFF'S DEPUTIES and that the O.C.S.O. shall remain solely and exclusively responsible for the payment of all SHERIFF'S DEPUTIES' wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based, in any way, upon any SHERIFF'S DEPUTY'S status as an employee of the O.C.S.O. Except as expressly provided otherwise in this Agreement, the MUNICIPALITY shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wages, fringe benefits, privileges, gifts, equipment, automobiles, personal property, supplies, benefits, entitlement, consideration (monetary or otherwise) or any other thing of value, either directly or indirectly, to, for the use by, or on behalf of, any individual SHERIFF'S DEPUTY. Any consideration, monetary or otherwise, paid directly to the COUNTY and/or any personal property, automobiles, or any portable equipment (e.g., portable telephones, portable computers, beepers, etc.) supplied, provided, and/or leased directly to the COUNTY shall not, for any purpose of this Agreement, be

Marine Patrol Services Agreement continued.

interpreted as being provided by the MUNICIPALITY, either directly or indirectly, to, for the use by, or on behalf of, any individual SHERIFF'S DEPUTY.

11. Except as expressly provided for in this Agreement, the parties agree that this Agreement does not, and is not intended to, transfer, delegate, or assign to the other Party any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated and/or entrusted to either party under any existing law or regulation.

12. Except as expressly provided for under the terms of this Agreement, no SHERIFF'S DEPUTY while acting under the terms of this Agreement shall perform any services directly or otherwise be available to perform any other work or assignments, and no SHERIFF'S DEPUTY shall be otherwise employed or utilized, in any manner or capacity, by the MUNICIPALITY.

13. The MUNICIPALITY shall not provide, furnish or assign any SHERIFF'S DEPUTY with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any SHERIFF'S DEPUTY in the performance of any O.C.S.O.'S duty or obligation under the terms of this Agreement.

14. The MUNICIPALITY agrees to promptly notify and/or provide the SHERIFF with any information that may come to its knowledge or possession regarding any act contrary to the terms and conditions of this Agreement, or any other questionable act(s) or omission(s), or any allegation of same, by any SHERIFF'S DEPUTY. The MUNICIPALITY also agrees that it shall promptly deliver to the SHERIFF written notice and copies of any complaint(s), charge(s), or any other accusation(s) or allegation(s) of wrongdoing, whether civil or criminal in nature, which the MUNICIPALITY becomes aware of regarding any SHERIFF'S DEPUTY. The MUNICIPALITY agrees to cooperate with the O.C.S.O. in any investigation conducted by the SHERIFF into the character and/or fitness of any SHERIFF'S DEPUTY.

15. The O.C.S.O. shall be solely and exclusively responsible for providing SHERIFF'S DEPUTIES with all necessary tools, boats, automobiles, radios, communications equipment, firearms, and any and all other equipment that the O.C.S.O., in its sole judgment, deems required or beneficial for the completion of any O.C.S.O.'S duty under the terms of this Agreement. The O.C.S.O. shall also be solely and exclusively responsible for any and all SHERIFF'S DEPUTIES' business expenses, licenses, taxes, uniform or equipment costs, insurance(s), supplies, etc., except that any stationery, notices, forms, MUNICIPALITY ordinance appearance tickets, etc., which are required to bear the name of the MUNICIPALITY, shall be supplied to the O.C.S.O. by the MUNICIPALITY at the MUNICIPALITY'S sole cost and expense. In the event that the MUNICIPALITY wants any special or additional personal property or equipment (i.e., cellular telephones, beepers, personal items or equipment, portable computers, automobiles, motorcycles, etc.) to be provided, at MUNICIPALITY expense or otherwise, to any SHERIFF'S DEPUTY assigned to the MUNICIPALITY, the MUNICIPALITY shall direct such requests to the O.C.S.O. which shall solely decide whether such personal property or special equipment shall be provided. Any and all such additional personal property, portable or individual use equipment or property, and/or any special equipment to be provided by the MUNICIPALITY shall be provided directly and exclusively to the O.C.S.O., and then ONLY pursuant to a separate written lease agreement between the MUNICIPALITY and the COUNTY. As intended by this Paragraph and elsewhere in this Agreement, no personal property, supplies, or other equipment, nor the use thereof, shall be provided or made available by the MUNICIPALITY directly to any SHERIFF'S DEPUTY, except through a written lease as provided for in this paragraph.

16. Each party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or Agents.

Agreement continued.

17. In any CLAIMS that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation, including any attorney fees.

18. Except as otherwise provided in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified by the other Party or any of its agents or employees in connection with any CLAIM.

19. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

20. Subject to the following Paragraph, this Agreement shall become effective at 12:01 A.M., May 1, 2012, and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on September 30, 2012. In addition, any party may terminate this Agreement, prior to its September 30, 2012 expiration, upon written notification to all others at least thirty (30) days prior to the proposed termination date, which date shall be clearly stated in the written notice. Upon the expiration or termination of this Agreement, all further O.C.S.O.'S obligations to provide MARINE PATROL SERVICES to the MUNICIPALITY under this Agreement shall end.

21. This Agreement, and any subsequent amendments, shall not become effective prior to the approval by concurrent resolutions of the COUNTY Board of Commissioners and the MUNICIPALITY Governing Body. The approval and terms of this Agreement shall be entered in the official minutes and proceedings of the COUNTY Board of Commissioners and MUNICIPALITY Governing Body and shall also be filed with the office of the Clerk for the COUNTY and the MUNICIPALITY. In addition, this Agreement and any subsequent amendments shall be filed with the Secretary of State for the State of Michigan by the O.C.S.O. and shall not become effective or implemented prior to its filing with the Secretary of State.

22. The parties shall send, by first class mail, all correspondence and written notices required or permitted by this Agreement to each Signatory to this Agreement, or any signatory successor in office, to the addresses shown in this Agreement. Except as otherwise provided for herein, all correspondence or written notices shall be considered delivered to a party as of the date that such notice is deposited with sufficient postage with the U.S. Postal Service.

23. This Agreement is neither intended, nor shall it be interpreted, to create, change, modify, supplement, supersede, or otherwise affect or control, in any manner or at any time, the terms or conditions of employment of any SHERIFF'S DEPUTY with the O.C.S.O., any applicable O.C.S.O. employment and/or union contract, and/or any O.C.S.O. rule(s), regulation(s), hours of work, shift assignment, order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the O.C.S.O. and any SHERIFF'S DEPUTY and/or the conduct and actions of any SHERIFF'S DEPUTY. To illustrate, but not otherwise limit, this Agreement does not and shall not be interpreted to limit, modify, control, or otherwise affect, in any manner:

a. The complete and unilateral discretion of the SHERIFF to either continue or revoke the deputization of any SHERIFF'S DEPUTY, or any other person who, in the SHERIFF'S sole judgment, he does not believe is qualified or otherwise fit to be a SHERIFF'S DEPUTY.

b. The O.C.S.O.'S sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, discharge any SHERIFF'S DEPUTY and/or pay any and all SHERIFF'S DEPUTY'S wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment

Marine Patrol Services Agreement continued.

decisions that affect, in any way, the employment of any SHERIFF'S DEPUTY with the O.C.S.D, subject only to its collective bargaining Agreements.

c. The SHERIFF'S sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which, in any way, governs or controls any activity of any SHERIFF'S DEPUTY, any necessary SHERIFF'S DEPUTY'S training standards or proficiency(ies), any level or amount of required supervision, any and all standards of performance, any sequence or manner of performance, and any level(s) of experience, training, or education required for any SHERIFF'S DEPUTY performing any O.C.S.O. duty or obligation under the terms of this Agreement.

24. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, the possessive or non possessive, shall be deemed to include the other whenever the context so indicates or requires.

25. Absent an expressly written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right with regard to any existing or subsequent breach or default under this Agreement. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

26. This Agreement shall be binding upon the COUNTY, the SHERIFF, and the MUNICIPALITY to the extent permitted by law, upon their successors and assigns, and all persons acting by, through, under, or in concert with any of them.

27. This Agreement, consisting of eleven (11) pages, including SCHEDULE A. (incorporated herein), sets forth the entire Agreement between the O.C.S.O. and the MUNICIPALITY with regard to the O.C.S.O.'S provision of MARINE PATROL SERVICES and/or any SHERIFF'S DEPUTY'S services to the MUNICIPALITY, and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms of this Agreement are contractual and are not mere recitals and that there are no other agreements, understandings, or representations between the O.C.S.O. and the MUNICIPALITY in any way related to the subject matter hereof, except as expressly stated herein. This Agreement shall not be changed or supplemented orally. This Agreement may be amended only by concurrent resolutions of the COUNTY Board of Commissioners and the MUNICIPALITY Governing Body according to the procedures set forth in this Agreement.

Moved by O'Shea,

Supported by Kramer, RESOLVED, to approve the Oakland County Sheriff's Office 2012 Marine Patrol Services Agreement with the Charter Township of Waterford and authorize the Township Supervisor to sign the Marine Patrol Services Agreement with the Williams Lake Association to provide Marine Patrol services as requested on Williams Lake for the 2012 season.

Motion carried unanimously.

The 2012 Williams Lake Association Contract follows:

For valuable consideration, receipt of which is hereby acknowledged, the Charter Township of Waterford (Township) and Williams Lake Association a Michigan Non-Profit Corporation whose registered office is 7272 Hatchery, Waterford 48327 (Association) covenants and agrees to the following terms and conditions of this agreement whereby the Township will contract with the Oakland County Sheriff's Department for Marine

Patrol Services for Lake Property Owners Association upon payment for said services to be paid hereunder:

Funding: For and in consideration of the Township contracting with the County of Oakland and Oakland County Sheriff providing Marine Patrol Services to Williams Lake, as hereto provided in the Agreement between the Township and those entities that is attached and part of this Contract, the Association shall be solely responsible for and pay to the Township all funds necessary for the Township to timely pay its obligations to the County under this Agreement. The Association shall be billed and shall pay for the Services in advance.

Payments and Administrative Fee: Upon the signing of this contract, the Association has paid the Township the sum of \$4,517.28 for Marine Patrol Services and \$135.52 administration fee, a total of \$4,652.80. The sum of \$4, 517.28 will be held by the Township in escrow and used to make payments to the county for 144 hours of Marine Patrol Services at \$31.37 per hour on Williams Lake under the attached agreement as they become due. In addition to the Patrol Service Costs invoiced by the County, the Association has agreed to pay the Township a 3% administrative fee of all amounts invoiced to the Township by the County which is included in the above figures. If at any time the amounts held by the Township are insufficient to pay the County the balance due and owing, The Association shall immediately provide the Township with the necessary funds upon receiving a written or verbal notice to do so. If, at the end of the term of the attached Agreement, the Township has any Association funds remaining, they shall be promptly returned to the Association without interest.

Liability: Subject to and as provided in the following conditions and limitations, The Association shall hold harmless and indemnify the Township, its officials and employees against costs and attorney fees in defending, and damages awarded by court order or judgment based on one or more claims asserted against the Township under the attached Agreement that are not barred by governmental immunity as determined by the trial court and that do not arise from negligent or wrongful acts by the Township.

The Association's maximum liability under this Section for claims arising during the term of the attached Agreement is limited to the lesser of the actual damages, costs, expense, and attorney fees paid by the Township in defending and resolving claim or \$25,000.00.

The Township shall provide prompt written notice to the Association of a claim for which the Association may be liable under this Section.

Termination Notices and Rights: If the Association fails to make payment to the Township as required by this Contract, the Township shall have the right to immediately terminate its attached Agreement, and pending such termination, to request that the provision of Marine Patrol Services on Williams Lake be immediately suspended or discontinued.

Compliance with Agreement: The Association and its members shall not engage in any action or conduct that the Township is prohibited from under the attached Agreement. Association's payment and responsibilities under this Contract are binding on its successors, assigns and members unless prohibited by law.

Williams Lake Association Contract continued.

Waiver: The Association acknowledges that the Township is acting merely as a depositor of costs to the Association and a payor of funds to Oakland County, and the Township retains no authority to hire, train or supervise the deputies assigned by the County to perform the services, and that the Township will not undertake any such functions.

Changes and Waivers: Any changes in the provisions of this Contract must be in writing and signed by the Township and Association. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

Moved by O'Shea,
Supported by Birch, RESOLVED, to approve the 2012 Williams Lake Association Contract.

Motion carried unanimously.

The following memo was received from Supervisor Solden.

WHEREAS, mental health is critical for our individual well-being and vitality as well as that of our families, communities and businesses; and

WHEREAS, one in four (25%) of all Americans will experience a mental health illness that requires treatment at some point in their lives; and

WHEREAS, one in 10 children has a serious mental illness that, if untreated, can lead to school failure, physical illness, substance use, jail and even suicide; and

WHEREAS, May 3rd has been designated the National Children's Mental Health Awareness Day; and

WHEREAS, stigma and stereotypes associated with mental illnesses often keeps those living with such an illness from seeking treatment that could improve their quality of life and help them manage the illness effectively; and

WHEREAS, mental illness is a biologically based brain disorder; that cannot be overcome through "will power" and is not related to a person's "character" or intelligence; and

WHEREAS, the National Institute of Mental Health reports that mental disorders are the leading cause of disability in the United States and Canada for ages 15-44; and

WHEREAS, mental health recovery is a journey of healing and transformation enabling a person with a mental illness to live a meaningful life in a community of his or her choice while striving to achieve his or her full potential; and

WHEREAS, mental health recovery not only benefits individuals with mental health disabilities by focusing on their abilities to live, work, learn and fully participate in our society, but also enriches the texture of our community life; and

WHEREAS, the Oakland County Community Mental Health Authority has established and is committed to empowering the individuals we serve to live full self-determined lives, embracing recovery, resilience responsibility and independence.

NOW, THEREFORE, BE IT RESOLVED, that the Charter Township of Waterford hereby proclaims May 2012 as "Mental Health Month" and calls upon our citizens, government agencies, public and private institutions, businesses and schools to recommit our State to increasing awareness and understanding of mental illness and the need for appropriate and accessible services for all people with mental illnesses.

Moved by Kramer,
Supported by Bartolotta, RESOLVED, to approve the foregoing Mental Health Month – May 2012 Proclamation.

Motion carried unanimously.

The following memo was received from Supervisor Solden.

WHEREAS, Keep Michigan Beautiful, Inc. (KMB), was founded in 1962 as a seventeen member anti-litter committee in the State, by then Governor John B. Swainson; and
WHEREAS, In 1965 thirty people from Michigan attended a White House Conference on Beautification sponsored by Lady Bird Johnson and thereafter organized beautification meetings throughout the State; and
WHEREAS, In 1968 Governor George W. Romney declared KMB the official State organization to promote beautification and anti-litter campaigns, including the renowned "Don't Be A Litter Bug" crusade; and
WHEREAS, KMB is a non-profit organization of volunteers whose purpose is to educate and promote beautification throughout our State by means of education and encouragement; and
WHEREAS, KMB objectives are to increase tourism in our State, coordinate annual clean up programs with local groups in Michigan communities and set up educational programs to improve Michigan's environment; and
WHEREAS, KMB recognizes the importance of Statewide Beautification Projects and awards communities at its Annual KMB Awards Program for efforts made to keep Michigan the beautiful State it is; and
WHEREAS, 2012 marks the 50th Anniversary of Keep Michigan Beautiful.

NOW, THEREFORE BE IT RESOLVED, that the Waterford Township Board of Trustees hereby congratulate and thank Keep Michigan Beautiful, Inc. for Fifty Years of service in all it does to promote beautification within our great State.

BE IT FURTHER RESOLVED, that the Waterford Township Board of Trustees support all efforts and resources that promote and educate Waterford Township and all communities in our State, to denote the importance of beautification programs to **Keep Michigan Beautiful**.

Moved by Kramer,
Supported by Birch, RESOLVED, to approve the foregoing Keep Michigan Beautiful 50th Anniversary Proclamation.

Motion carried unanimously.

The following Proposed Ballot Wording for the Renewal of the Advanced Life Support Millage was received from Supervisor Solden.

Shall the existing authorized Charter Millage within the Charter Township of Waterford be renewed at 0.63000 mills (.63¢ per \$1,000.00 of taxable value) upon taxable real property and tangible personal property within the Township of Waterford for the period years of 2013 through 2022, inclusive (for fiscal years 2013 – 2022) said funds to be used by the Fire Department, for Waterford Residents only, to continue providing Paramedic Advanced Life Support and Transportation Services and to maintain current

Advanced Life Support Millage continued.

staffing levels, and shall the Township levy such renewal in millage for said purpose, thereby generating in the first year an estimated \$1,216,130.18.

Moved by Kramer,

Supported by O'Shea, RESOLVED, to approve the proposed foregoing ballot wording for the Renewal of the Advanced Life Support Millage with the following change: remove the word "Residents" from the phrase for "Waterford Residents only".

Motion carried unanimously.

The following Proposed Ballot Wording for the Renewal of the Library Millage was received from Supervisor Solden.

Shall the existing authorized charter millage of the Charter Township of Waterford be renewed at .9118 mills (.9118¢ per \$1,000.00 of taxable value) upon real property and tangible personal property within the Township for a period of ten (10) years, 2013 through 2022 inclusive, said funds to be used for the cost of operation and maintenance of the Township Public Library; and shall the Township levy such renewal in millage for said purpose, thereby generating in the first year an estimated \$1,760,107.15?

Moved by Kramer,

Supported by Birch, RESOLVED, to approve the foregoing Proposed Ballot Wording for the Renewal of the Library Millage.

Motion carried unanimously.

The following memo was received from Bill Fritz, DPW Director.

At the September 7, 2011 Board meeting, the Board approved work to complete application plans for Michigan's Drinking Water Revolving Fund (DWRf) and State Revolving Fund (SRF) to obtain low interest loans to pay for the construction of identified water and sewer capital improvement projects respectively.

The DWRf project plan has been completed (Attachment I) and was presented, as required, at a Public Hearing in the Township Hall auditorium on Monday, April 16, 2012 at 6:00 pm. A copy of the hearing transcripts are attached for your review (Attachment II) and will be included in the final plan submittal to the MDEQ.

The scope of work described in this DWRf Project Plan was reduced from its first introduction at the September 7th Township Board Meeting (Attachment III). One of the four projects described in the September resolution (water booster pump station in Section 9) was removed from the project scope. Two of the projects described in the September resolution (replacement of water meters and replacement of meter reading devices) have been combined into one project. The following table is a brief description of the projects included in the Final DWRf Project Plan.

Fritz memo continued.

Project	Project Description	Project Scope	Estimated Construction Cost
1	Cast Iron Water Main Replacement	Replace approximately 8,000 feet of 4-inch and 6-inch cast iron water main in the southeast corner of the Township.	\$1,421,000
2	Cast Iron Water Main Rehabilitation	Lining approximately 14,000 feet of 8-inch cast iron water main in the southeast corner of the Township.	\$2,493,000
3	Water Meter and Reading Device Installation	Installation of approximately 17,000 new meters and automated meter-reading equipment throughout the Township	\$3,866,000
Approximate Construction Cost			\$7,780,000

The outlined projects are estimated to cost approximately \$9,398,000. See the table below for a detailed project cost estimate.

Budget Item	Budget Amount
Construction Cost Estimate	\$ 7,780,000
Project Planning Services	\$ 45,000
Preliminary Engineering Design	\$ 117,000
Final Engineering Design/Specifications	\$ 201,000
Contract Administration	\$ 292,000
Inspection Services	\$ 379,000
Bond Counsel/Bond Rating	\$ 78,000
Legal Services	\$ 39,000
Contingency	\$ 467,000
Total Estimated DWRP Project Cost	\$ 9,398,000

It should be noted that by applying for a low interest DWRP loan to complete this work, instead of utilizing a traditional bond, the Township will save approximately \$3,080,000 in interest over a twenty (20) year finance period. The projected water rate increase for an average water customer in the Township to finance this construction will be approximately \$17.50 per year or ~\$4.38 per quarter and will not take effect until the end of 2013 when the loan is completed. Please see the attached project plan for detailed information.

In order to submit the plan application to the MDEQ, the Board needs to approve the attached resolution (Attachment IV), which will:

Adopt the Project Plan, and

Fritz memo continued.

Designate the DPW Director as the authorized representative for all activities associated with the Project Plan
The plan submittal deadline for the next round of funding to the MDEQ is May 1, 2012.

If you have any questions or comments, please let me know. Thank you for your attention in this matter.

The resolution follows.

WHEREAS, the Charter Township of Waterford recognizes the need to make improvements to its existing water distribution system; and
WHEREAS, the Charter Township of Waterford authorized Johnson & Anderson, Inc. to prepare a Project Plan, which recommends the replacement of approximately 8,000 ft. of water main, the rehabilitation of approximately 14,000 ft of water main, and the installation of approximately 17,000 5/8" meters and Automatic Meter Reading devices.
WHEREAS, said Project Plan was presented at a Public Hearing held on April 16, 2012 at 6:00 p.m. and all public comments have been considered and addressed;
NOW THEREFORE BE IT RESOLVED, that the Charter Township of Waterford formally adopts said Project Plan and agrees to implement the selected alternative (Alternative 4).
BE IT FURTHER RESOLVED, that the Department of Public Works Director, a position currently held by Mr. William Fritz, P.E., is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan for a Drinking Water Revolving Fund Loan to assist in the implementation of the selected alternative.

Moved by O'Shea,
Supported by Kramer, RESOLVED, to approve the foregoing resolution.

YEAS: Solden, Birch, Bartolotta, Kramer, Maloney and O'Shea
NAYS: None
ABSENT: Vlaeminck

Motion carried unanimously.

The memo from Ronald R. Spears, Fire Chief, follows.

The Waterford Fire Department is requesting the Township Board to award the purchase of new fire hose to the lowest qualified bidder. Four bids were received, opened and read aloud. The following is a summary of the results.

The fire department specified the type of hose and the couplings that would best service our department's needs. Both products are made in the USA and have proven to be some of the best in the business for quality and performance. These specifications were met and the bids were as follows:

W.S. Darley and Co.	\$55,708.00 (no bid bond attached)
Phoenix Safety Outfitters	\$56,840.00 (non compliance with specifications)
Apollo Fire Equipment Company	\$58,472.00 (including shipping)
LTM	\$60,770.00 (including shipping)

Spears memo continued.

I am recommending that the Township Board approve the purchase to Apollo Fire Equipment Company as they are the lowest qualified bidder.

Funding for this purchase would be from the State of Michigan Economic Vitality Incentive Program (EVIP) Grant the Waterford Fire Department received on January 20, 2012.

If you have any questions please do not hesitate to contact me.

The following related memo was received from Michael Shaw, Purchasing Agent.

I received a copy of the recommendation for the award of the 4" Fire Hose bid. I concur with their recommendation to award it to Apollo Fire Equipment Co. because the low bidder (Phoenix Safety Outfitters) fire hose is actually manufactured in Canada and we asked for USA made product. I wanted to inform you as to why they did not meet our specifications.

We have done business with both Apollo and LTM for many years and have built a good relationship with them.

I can be reached @ 248-674-6212 if there are any questions.

Thank you.

Moved by O'Shea,
Supported by Birch, RESOLVED, to award the fire hose purchase bid to Apollo Fire Equipment as the lowest qualified bidder in the amount of \$58,472.00.

Motion carried unanimously.

The following memo was received from Dan McCaw, Police Chief.

In early 2012 the Waterford Police Department and Traffic Improvement Association (TIA) submitted an application to the Office of Highway Safety Planning (OHSP) requesting funds under the High Visibility Enforcement (HVE) FY 2012. These funds, if awarded to the Waterford Police Department will be used to provide enhance visibility of drunk driving enforcement and work specific roadways with high alcohol-related fatalities, crashes and arrests.

One of the requirements of receiving Funding under the grant is the purchase (50/50% match) of a Smart Trailer (see attachments) with a changeable message sign to inform the motoring public of the DUI Enforcement. Based on the Federal & State requirements and because of its lowest price of \$15,635, the RU2 Fast-3450 VMS has been recommended for purchase.

TIA/OHSP Grant memo continued.

Project: Township of Waterford – High Visibility Enforcement (HVE)

The History of High Visibility Enforcement – HVE

To enhance visibility of drunk driving enforcement, officers from twelve agencies in one Minnesota County worked a specific roadway with high alcohol-related fatalities, crashes and arrests. Portable, lighted message signs, typically used during road construction, were used to alert motorists of the special enforcement effort. Officers wore reflective Marine Patrol Services traffic vests to help with their visibility and notify the motoring public they were working this special drunk driving enforcement program.

Michigan's HVE Program

In 2008, Michigan initiated a pilot program in two West Michigan counties to increase the visibility of drunk driving enforcement. High Visibility Enforcement (HVE) took place on roadways with a high prevalence of alcohol-involved crashes. During pre-determined dates and times, officers conducted late-night traffic patrols on a dedicated corridor, using special awareness tactics to ensure motorists recognize patrols that emphasize drunk driving enforcement. The West Michigan pilot was supported by paid advertising waves to bolster awareness of the Night Patrol. In 2009, an additional two East Michigan counties were added and in 2010 a total of seven counties conducted HVE.

This Grant Program has now been made available to other areas.

Oakland County HVE Program

If approved, the Waterford Police Department along with the Traffic Improvement Association (TIA) will participate in HVE Enforcement Program which is grant funded and will result in a total of \$32,417 for Equipment and Officers Wages.

The Waterford Police Department will receive half (50/50 match) of the cost (\$7,817), of a Smart Trailer (see attachments) with a changeable message sign costing \$15,635. Currently the Police Department has budgeted funds in its 2012 budget to pay our 50% match of the Smart Trailer. In addition, we will receive 100% funding for enforcement for officers of \$ 24,600.

Enforcement will begin June, July and August 2012 on high alcohol crash corridors and will be advertised to the general public. Based on traffic data, officers will be working on Dixie Highway, M59 and may be extended to Walton Blvd and Telegraph Road.

Upon Township Board approval for the acceptance of this grant, I will communicate with Account Manager Barb Miller to make any adjustments to the Police Department's budget regarding the necessary line items to facilitate the grant.

We appreciate your time and consideration regarding this request and the support the Township Board has shown the Police Department. If you have any questions regarding this grant please let me know.

TIA/OHSP Grant memo continued.

The following related memo was received from Michael Shaw, Purchasing Agent

The Police Department has been awarded a 50/50% grant, High Visibility Enforcement (HVE), to purchase a Smart Trailer. They were recommended to purchase the RU2Fast-3450 VMS for the quality and pricing by the Federal and State requirements. The Police department went out and asked for three (3) quotes.

RU2 Systems Inc. \$15, 635.00
MPH Industries \$35, 100.00
Kustom Signals Inc. \$19, 222.00

We should have gone out for Sealed Bids but because of the time frame of the program start date they want to purchase right away. I informed them they would have to go to the Board and ask for a Single Source Purchase.

I concur with their choice of purchasing the RU2 system because of the price and quality but I wanted you to know the costs of the other quotes.

Please contact me at 248-674-6212 if there are any questions.

Moved by O'Shea,
Supported by Kramer, RESOLVED, to accept the Traffic Improvement Association/Office of Highway Safety Planning grant and approve the purchase of Smart trailer from RU2 systems.

Motion carried unanimously

Moved by Maloney,
Supported by Bartolotta, RESOLVED, to adjourn the meeting at 9:00 p.m.

Motion carried unanimously.

Kari Vlaeminck, Clerk

Carl Solden, Supervisor