

COPY

Craig Warburton
450 West Joy Road, Ann Arbor, MI 48105

10/12/15

Howard Fink, FOIA Coordinator
Northfield Township Manager
8350 Main St., Whitmore Lake, MI 48189

RECEIVED

OCT 15 2015

NORTHFIELD TOWNSHIP

Dear Mr. Fink:

Under the Michigan Freedom of Information Act § 15.231 et seq., I am requesting an opportunity to inspect or obtain copies of public records, specifically the current employment contract for Northfield Township Manager, Mr. Howard Fink.

If there are any fees for searching or copying these records, please inform me if the cost will exceed \$20.00

The Michigan Freedom of Information Act requires a response to this request within five days. If access to the records I am requesting will take longer than this amount of time, please contact me with information about when I might expect copies or the ability to inspect the requested records.

If you deny any or all of this request, please cite each specific exemption you feel justifies the refusal to release the information and notify me of the appeal procedures available to me under the law.

If any documents are redacted, please provide an explanation.

Thank you for considering my request.

Sincerely,



EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of March, 2013 by and between the TOWNSHIP of NORTHFIELD, a Michigan General Township situated in Washtenaw County, Michigan, hereinafter called the "Township", and HOWARD FINK, hereinafter called the "Employee":

WHEREAS, the Township desires to employ the services of Employee as Township Manager;

WHEREAS, it is the desire of the Township Board of Trustees ("Board") to establish certain benefits and conditions of employment with respect to Employee, and to incorporate into a single document the benefits and conditions of employment; and,

WHEREAS, Employee desires to be employed by the Township as Township Manager.

NOW, THEREFORE, in consideration of the mutual covenants, the parties agree as follows:

1. TERM

The term of this Agreement shall be for the period of two years commencing on the date of execution of this Agreement.. There shall be no introductory or probationary period as described in the Employee Policy Manual of the Township. This Agreement shall automatically continue after its expiration unless terminated by either party with written notice to the other party.

2. DUTIES

Township agrees to employ the Employee as Township Manager to perform the functions and duties of that position which are expressed and implied in the job description for the position, and all those other functions and duties which are implicit by virtue of the nature of this office. The Employee shall also perform such other legally permissible and proper duties and functions as the Board shall, from time to time, assign.

The Township Manager shall have supervisory and disciplinary authority, including but not limited to suspension without pay, over all Township employees, except the Director of Public Safety, who reports directly to the Township Board, and except police officers and fire men and women; and he shall make recommendations to the Board regarding the hiring and firing of Township employees. Additionally, the Township Manager shall have authority to review, monitor, oversee, and inspect activities within the Police and Fire Departments, and recommend to the Director of Public Safety that actions be taken or not taken.

3. SALARY, BENEFITS, AND COMPENSATION

A. Township agrees to pay Employee for services rendered an annual base salary of SEVENTY SEVEN THOUSAND DOLLARS (\$77,000.00), which is not subject to reduction, payable in installments at the same time as other employees of the Township are paid.

B. Township further agrees to provide Employee with such employment

benefits, to be calculated and earned in the same manner as benefits are provided to department heads of the Township. Such benefits shall include, but are not limited to, medical, surgical, hospital, and prescription benefits, dental insurance, life insurance, disability insurance, holidays, paid time off, sick leave, longevity, vacation, pension, and retirement. The employee shall have the obligation of complying with all of the requirements of any insurer, policy, or plan, including timely payment of any excess premiums, contributions, deductibles, and co-pays.

C. Township retains the discretion to adjust upward from time to time the base salary of Employee in such amounts and to such an extent as the Township Board may determine that it is desirable to do.

4. PERFORMANCE EVALUATION

A. The Board shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the Township's annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Township and Employee. Said criteria may be added to or deleted from as the Board may, from time to time, determine in consultation with the Employee. Further, the Board shall provide the Employee with a summary written statement of the findings of the Board and provide an adequate opportunity for the Employee to discuss his evaluation with the full Board.

B. Annually, the Board and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the Township and in the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

5. EMPLOYMENT TERMINABLE AT WILL

A. Employee shall serve at the pleasure of the Board.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate the services of Employee at any time, with or without cause, and with or without notice.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his/her position with the Township, and with or without notice.

6. SEVERANCE PAY

If, during the initial term of this Agreement, or any successor term, the Township terminates Employee's employment for Good Cause (as hereinafter defined), or if Employee voluntarily terminates or dies, he shall not receive any severance pay, but he shall be compensated at his regular rate of pay up to the last day he actually works.

If the Township terminates Employee's employment for any other reason other than Good Cause (as hereinafter defined) during the first two (2) years of the initial term, Employee shall be entitled to salary continuation for a period of six (6) months. Under any

set of circumstances, receipt of severance pay is contingent upon the execution of a release of claims in a form acceptable to the Township.

"Good Cause" shall be limited to criminal conduct (including conviction) which demonstrates unfitness for employment, or a material violation of the Township's written employment policies (except as those employment policies have been superseded by the terms of this Agreement), intoxication at work during public office hours or during the performance of his official duties, use of illegal drugs, or a material violation of this Agreement.

7. AUTOMOBILE

In addition to other salary and benefits provided herein, the Township shall reimburse to Employee actual mileage per IRS rates during the term of this Agreement. Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon his vehicle, and all other related costs. This provision shall not in any way be construed to require Employee's personal insurance to provide insurance coverage for work-related travel and duties. Such work-related travel and duties shall be covered under the Township insurance.

8. EQUIPMENT, SUPPLIES AND SUPPORT

A. The Township shall provide or make available to Employee such reasonable and necessary equipment and supplies for the Employee to perform the duties of the position and/or as assigned by the Board, including but not limited to a computer and associated software, and a cell phone with sufficient voice and data plan, all of which shall remain in the ownership of the Township and shall be immediately returned to the Township upon resignation or termination of employment.

B. Employee understands and agrees that all equipment and supplies provided or made available to Employee shall be used by Employee for Township purposes, although incidental personal use of Township equipment and supplies is permitted. Employee further understands and agrees that he/she shall not have any expectation of privacy in connection with the use of any equipment provided or made available by Employer, and that all uses, communications, records, and products generated or made in connection with the use of such equipment or supplies shall be subject to review by the Township at any time and by any means. Upon request, Employee shall immediately return or make such equipment, supplies, records, or product available to the Township for such review.

9. PROFESSIONAL DEVELOPMENT, DUES AND SUBSCRIPTIONS

A. The Township shall indemnify the Manager against any and all losses, damages, judgments, interest settlements, court costs and other reasonable costs and expense of civil actions including attorney's fees, and any other liabilities incurred by, imposed upon or suffered by such Manager in connection with or resulting from any claim, action suit or proceeding, actual or threatened, arising out of or in connection with the performance of the Manager within the course of his employment and the scope of his authority.

B. Township agrees to pay or reimburse the professional dues and expenses of mutually agreed upon licensing, training, tuition, certification, and subscriptions of Employee

necessary and desirable for continued professional participation, growth, development, education, and advancement for the good of the Township.

C. To the extent practicable, Township agrees to budget and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for the Township.

D. Notwithstanding anything herein to the contrary, all requests for payment or reimbursement under this paragraph shall be subject to prior Board approval.

10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

All provisions of the Township Code, and the Township's policies, procedures, regulations and rules relating to working conditions as they now exist or hereafter may be amended, shall also apply to the Employee as they would to other employees of the Township, except as otherwise specified in this Agreement.

11. OUTSIDE ACTIVITIES

The employment provided for by this Agreement shall be the Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Township and the community, Employee may elect to accept limited teaching, consulting or other business opportunities with prior approval from the Board, and with the understanding that such arrangements shall not interfere with or create a conflict of interest with his responsibilities under this Agreement.

12. RESIDENCY AND MOVING EXPENSES

Employee recognizes the value of establishing residency within twenty (20) miles of the boundaries of the Township as soon as reasonably possible, and thereafter to maintain residence within such boundaries. To this end, the Township will provide a one-time reimbursement for moving expenses not to exceed \$2,000.00.

13. PHYSICAL, DRUG AND ALCOHOL TEST

As a condition of employment, Township may require Employee to submit to alcohol or drug testing and/or a pre-employment physical at the commencement of employment. Any pre-employment physical shall be performed by a physician selected by the Township at the Township's expense, who shall certify that Employee does not have any physical or mental condition that would affect his ability to perform the essential duties of Township Manager without the need for accommodation. Employee agrees to submit to alcohol or drug testing when Township has a reasonable suspicion that Employee has engaged in the prohibited use of alcohol or drugs as defined in Section 6 of this Agreement. A confirmed positive result from a test at any time during his/her employment will serve as a basis for the Township to immediately terminate his/her employment for "Good Cause".

14. INDEMNIFICATION

The Township shall indemnify Employee against any and all losses, damages, judgments, interest settlements, court costs and other reasonable costs and expense of civil actions including attorney's fees, and any other liabilities incurred by, imposed upon or suffered by Employee in connection with or resulting from any claim, action suit or proceeding, actual or threatened, arising out of or in connection with the performance of the Employee within the course of his employment and the scope of his authority.

15. ARBITRATION

In case any disagreement shall arise between the parties hereto or any person claiming under them in relation to this Agreement, whether as to the construction or operation thereof or the respective rights and liabilities hereunder, such disagreement shall be referred to one (1) arbitrator by mutual agreement of the parties. The parties shall compile a list of no less than three (3), but no more than six (6) arbitrators from whom to select the arbitrator within ten (10) days that notice is served of the arbitration. If the parties are unable to agree upon an arbitrator, the moving party shall notify the Federal Mediation and Conciliation Service (FMCS), and the arbitrator shall be selected using the procedures of the FMCS. The hearing shall be held within thirty (30) days thereafter and a decision shall be made by the arbitrator within ten (10) days after the hearing has been held. Any award made by the arbitrator shall be final and subject to enforcement in any court of competent jurisdiction. The parties shall share the cost of the arbitrator. The parties shall bear all of their own other respective costs related to arbitration. The arbitration award may be enforced in any court of competent jurisdiction.

16. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall become effective upon execution.
- C. This Agreement shall supersede any prior understandings or agreements entered into between the Employee and the Township.
- D. This Agreement shall supersede any provisions of the Township's employment policies, whether written or unwritten, that are not in accordance with the provisions of this Agreement.
- E. The failure by the either party to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions as to future violations thereof, nor prevent that party thereafter from enforcing each and every other provision of this Agreement.
- F. This Agreement may not be modified except in writing signed by both parties and after Board approval.
- G. If any provision, or any portion thereof, contained in this Agreement is held

to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

H This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs at law, and personal representatives.

16. NOTICES

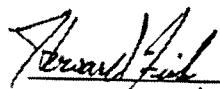
Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

IN WITNESS WHEREOF, the Township of Board has caused this Agreement to be signed and executed on its behalf by _____ and attested by its Township Clerk, pursuant to authorization of the Township Board at a regular meeting on _____, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Township of Northfield

Employee

By:
Its:



Howard Fink

By:
Its:

By:
Its:

By:
Its:

By:
Its:

By:
Its:

By:
Its:

Charles W. Manning

By:
Its: Township Clerk

Addendum to March 2013 Employment Agreement

This Addendum to the March 2013 Employment Agreement ("Addendum") is an addendum to the Employment Agreement between Northfield Township ("Employer") and Howard Fink ("Employee"), which is dated March 2013 ("the Employment Agreement") and shall become effective as of the date it is executed by both parties. The Employment Agreement is attached and made a part of this Addendum.

The parties, hereby agree as follows:

1. Paragraph 1 of the Employment Agreement shall be modified to delete the following text from the provision:

1. **TERM**

The term of this Agreement shall be for ~~the period of two years commencing on the date of execution of this Agreement~~. There shall be no introductory or probationary period as described in the Employee Policy Manual of the Township. This Agreement shall automatically continue after its expiration unless terminated by either party with written notice to the other party.

2. Paragraph 1 of the Employment Agreement shall now state as follows:

1. **TERM**

This Agreement shall terminate on November 20, 2016. There shall be no introductory or probationary period as described in the Employee Policy Manual of the Township. This Agreement shall automatically continue after its expiration unless terminated by either party with written notice to the other party.

IN WITNESS THEREOF, the Northfield Township Board of Trustees has caused this Addendum to be signed and executed on its behalf by the Twp. Supervisor and attested by its Township Clerk, pursuant to authorization of the Township Board at a regular meeting on June 10, 2014, and the Employee has signed and executed this Addendum.

Northfield Township

Employee

Marilyn Engstrom

By:

Its:

Howard Fink

By:

Its: Township Clerk

There wasn't a
Township
Clerk at the
time of this
vote. (See attached
Minutes)

Date

6-11-14

NORTHFIELD TOWNSHIP Township Board Minutes June 10, 2014

CALL TO ORDER

The meeting was called to order at 7:00 P.M. by Supervisor Engstrom at 8350 Main Street.

PLEDGE

Supervisor Engstrom led those present in the Pledge of Allegiance.

ROLL CALL

Marilyn Engstrom, Supervisor	Present
Kathy Braun, Treasurer	Present
Janet Chick, Trustee	Present
Wayne Dockett, Trustee	Present
Jacki Otto, Trustee	Present
Tracy Thomas, Trustee	Present

Also present:

Township Manager Howard Fink
Wastewater Treatment Plant Superintendent
Tim Hardesty
Public Safety Director William Wagner
Police Sgt. Martin Smith
Community Center Director Tammy Averill
Township Attorney Paul Burns
Recording Secretary Lisa Lemble
Members of the community

CONSENT AGENDA:

- Minutes
- Bills

Dockett asked that the minutes be pulled for discussion. Engstrom added these as item 16.

- ▶ **Motion:** Otto moved, Engstrom supported, that the consent agenda be accepted as amended.
Motion carried 6—0 on a voice vote.

ADOPT BALANCE OF AGENDA

Engstrom added *Results of Closed Session Discussion* as item 15.

- ▶ **Motion:** Engstrom moved, Otto supported, that the balance of the agenda be adopted as amended.
Motion carried 6—0 on a voice vote.

FIRST CALL TO THE PUBLIC

Road Maintenance. Mary Devlin expressed concern about untrimmed plants at Jennings and Brookside creating a

dangerous traffic situation which the Road Commission has not addressed despite her repeated calls.

CORRESPONDENCE AND ANNOUNCEMENTS

None.

REPORTS

Department Heads

Police. Public Safety Director Wagner read his written report summary for the month of May.

- ▶ **Motion:** Chick moved, Engstrom supported, that Jordan Salmi be hired as a Firefighter Trainee contingent upon a background check and passing of a physical. **Motion carried 6—0 on a voice vote.**

Fire. Sgt. Smith read the report summary for the month of May.

Wastewater Treatment Plant. Hardesty referred to his written report, and he reported that a sewage leak of an estimated 10,000-15,000 gallons emptied into the Horseshoe Drain. He said Washtenaw County did not require any testing regarding this.

Senior Center. Averill referred to her written report and requested action on an item the Board had discussed at the workshop session.

- ▶ **Motion:** Otto moved, Engstrom supported, to allow Averill to pay a \$50 per session honorarium in appreciation for karaoke services to Jack and Arnie Davis. **Motion carried 6—0 on a voice vote.**

Financial. Braun referred to the Revenue and Expenditure report for May.

Other

Zoning Board of Appeals. Otto noted a meeting is scheduled for June 16, 2014.

Planning Commission. Chick reported that on June 4th the Commission recommended approval of several zoning ordinance amendments and heard input from residents in response to a request from Biltmore Development to amend the Master Plan to allow construction of a large housing development on Whitmore Lake Road south of N. Territorial.

Parks and Recreation. Thomas reported that the grand opening of Bark Park will be on Saturday, June 21st.

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Township Manager. Fink referred to his written report and provided information about liability insurance bids, the resignation of the Assessor, vendor donations for 4th of July events, resumes for the office of Clerk, and preparations for the upcoming election.

PUBLIC HEARING: BUDGET

- ▶ **Motion:** Otto moved, Thomas supported, that the public hearing be opened.
Motion carried 6—0 on a voice vote.

Engstrom called for comments from the public. There were none.

- ▶ **Motion:** Otto moved, Chick supported, that the public hearing be closed.
Motion carried 6—0 on a voice vote.

BUSINESS ITEMS

1.

Budget Amendment Resolution

- ▶ **Motion:** Otto moved, Engstrom supported, that a *Resolution of the Township of Whitmore Lake, Washtenaw County, Michigan, Transferring Monies and Amending the 2014 Budget within the General, Police, Fire, State & Federal NARC, Building Department, WWTP, Seven Mile Sewer, Horseshoe Lake and N.T. Sewer Fund Budgets* be approved as presented. **Motion carried 6—0 on a roll call vote, Resolution adopted.**

2.

Proposed Millage Rates Resolution

- ▶ **Motion:** Otto moved, Engstrom supported, adoption of the 2014 millage rates:

Proposed 2014 Millage Rates

WHEREAS, Truth in taxation, Public Act 5 of 1982 requires publication of a notice to hold a public hearing to allow the Northfield Township Board of Trustees to approve additional millage not subject to rollback; and

WHEREAS, based on 2014 assessed valuation as submitted by the Northfield Township assessor and reviewed by the County Board of Commissioners, established at \$320,985,930 the general allocation and voter-authorized millage rate is subject to Truth in Taxation rollback, as well as Headlee rollback; and,

WHEREAS, it is within the complete authority of the Northfield Township Board of Trustees to establish the number of mills to be levied from within its authorized millage rate; and,

WHEREAS, the following millages are authorized by the electorate and allocated by the county:

General Operating	1.160 mills	
Fire/Medical Rescue	1.924 mills	2011-2013 inclusive
Police Protection	1.00 mills	2011-2015 inclusive
Police Protection	1.50 mills	2011-2015 inclusive
Police Protection	2.00 mills	2012-2015 inclusive
Building Bond	As required to make bond payment	

THEREFORE, BE IT RESOLVED, that the maximum allowable millage levies for 2014 are as follows:

General Operating	.7997 mills
Fire/Medical Services	1.9240 mills
Police Protection	.9735 mills
Police Protection	1.4603 mills
Police Protection	1.8684 mills
Building Bond	.8760 mills

In answer to a question from Dockett, Fink said these are the maximum millage rates allowed. Dockett said would like lower millages to be assessed given the excess fund balance the Township has.

Motion carried 5—1 on a roll call vote, Dockett opposed. Resolution adopted.

3.

Budget Adoption: General Appropriations Act Approval

Chick explained that the Board voted on all of these previously, but without proper public notice

- ▶ **Motion:** Chick moved, Engstrom supported, that the *Northfield Township General Appropriations Act* be adopted as presented. **Motion carried 5—1 on a roll call vote, Dockett opposed. Resolution adopted.**

4.

Resignation of Township Assessor, Jay Singh

- ▶ **Motion:** Otto moved, Chick supported, that the resignation of Township Assessor, Jay Singh, be accepted per his interoffice memo dated June 9, 2014. **Motion carried 6—0 on a voice vote.**

5.

Hiring of a Part-Time Police Officer

- ▶ **Motion:** Chick moved, Otto supported, that Michael Buxton be hired as a Part-Time Police Officer effective July 5, 2014, contingent upon substantial completion of standard medical, drug, and psychological testing. **Motion carried 6—0 on a voice vote.**

6.
**Dividing Donations for the 4th of July
Parade and Fireworks**

Otto thanked Township vendors Tetra Tech, OHM, Paul Burns, Carlisle-Wortman, Microtech, and Webb Mechanical for their generous donations totaling \$2,050.

- ▶ **Motion:** Otto moved, Engstrom supported, that the parade committee be awarded \$1,025 and the fireworks committee be awarded \$1,025.
Motion carried 6—0 on a voice vote.

7.
**Reaffirmation of Amendments to Ordinances
Previously Approved by the Township Board
and Planning Commission**

Chick explained that these amendments were previously approved by the Township Board, but the required public notice had not been done.

a. *Section 2.03, Definitions.*

- ▶ **Motion:** Chick moved, Thomas supported, that an amendment to Section 2.03, Definitions, be approved to include a new definition of "farm" be approved as presented in the Board packet.
Motion carried 6—0 on a voice vote.

b. *Section 3.19, Water and Sewage Facilities.*

- ▶ **Motion:** Chick moved, Thomas supported, an amendment to Section 3.19, Water and Sewage Facilities and associated definitions found in Section 2.03 be approved as presented in the Board packet.
Motion carried 6—0 on a voice vote.

c. *Section 10.01.D, Accessory Uses and Buildings.*

- ▶ **Motion:** Chick moved, Thomas supported, that an amendment to Section 10.01.D, Accessory Uses and Buildings revising the locations of accessory structures be approved as presented in the Board packet.
Motion carried 5—1 on a voice vote, Dockett opposed.

d. *Article 12, AR District.*

- ▶ **Motion:** Chick moved, Thomas supported, that language revisions to Article 12, AR District, be approved as presented in the Board packet.
Motion carried 6—0 on a voice vote.

e. *Article 13, AR-2 District.*

- ▶ **Motion:** Chick moved, Thomas supported, to approve the deletion of Article 13, AR-2 District, as presented in the Board packet.
Motion carried 6—0 on a voice vote.

f. *Article 20, LR Low Density Residential District.*

- ▶ **Motion:** Chick moved, Thomas supported, that language revisions to Article 20, LR Low Density Residential District, be approved as presented in the Board packet.
Motion carried 6—0 on a voice vote.

g. *Article 60.34, Food Cart Vending.*

- ▶ **Motion:** Chick moved, Thomas supported, that an amendment to Article 60.34, Food Cart Vending, as well as associated definitions in Section 20.03 be approved as presented in the Board packet.
Motion carried 5—1 on a voice vote, Dockett opposed.

h. *Article 62, Sign Regulations.*

- ▶ **Motion:** Chick moved, Thomas supported, that amendments to Article 62, Sign Regulations, be approved as presented in the Board packet.
Motion carried 5—1 on a voice vote, Dockett opposed.

i. *Section 65.05, Repairs and Maintenance.*

- ▶ **Motion:** Chick moved, Thomas supported, that an amendment to Section 65.05, Repairs and Maintenance, be approved as presented in the Board packet.
Motion carried 5—1 on a voice vote, Dockett opposed.

8.
**Approval of Amendments to Ordinances, as
recommended by the Planning Commission**

Chick explained that the following are amendments recently recommended for approval by the Planning Commission.

a. *Article 11, RC Recreation.*

- ▶ **Motion:** Chick moved, Thomas supported, to approve revisions and the addition of current language to Article 11, RC Recreation, as provided in the Board packet.
Motion carried 6—0 on a voice vote.

b. *Article 21, SR-1 Single-Family Residential.*

- ▶ **Motion:** Chick moved, Thomas supported, to approve revisions and the addition of current language to Article 21, DR-1 Single-Family Residential, as provided in the Board packet.
Motion carried 6—0 on a voice vote.

c. *Article 22, SR-2 Single-Family Residential.*

- ▶ **Motion:** Chick moved, Thomas supported, to approve revisions and the addition of current language to Article 22, SR-2 Single-Family Residential, as provided in the Board packet.
Motion carried 6—0 on a voice vote.

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d. Article 25, MR Multi-Family Residential.

- ▶ **Motion:** Chick moved, Thomas supported, to approve revisions and the addition of current language to Article 25, MR Multi-Family Residential, as provided in the Board packet. **Motion carried 6—0 on a voice vote.**

e. Article 25. Addition of Section 60.34, Day Care Facilities.

- ▶ **Motion:** Chick moved, Thomas supported, to approve revisions to Section 60.34, Day Care Facilities, as provided in the Board packet. **Motion carried 5—1 on a voice vote, Dockett opposed.**

f. Article 25, Addition of Section 60.35, Adult Foster Care Facilities.

- ▶ **Motion:** Chick moved, Thomas supported, to approve revisions to Section 60.35, Adult Foster Care Facilities, and associated definitions to section 2.03 as provided in the Board packet. **Motion carried 5—1 on a voice vote, Dockett opposed.**

g. Article 63, Conditional Use Standards.

- ▶ **Motion:** Chick moved, Thomas supported, to approved revisions to Article 63, Conditional Use Standards, as provided in the Board packet. **Motion carried 5—1 on a voice vote, Dockett opposed.**

h. Article 68 Amendments.

- ▶ **Motion:** Chick moved, Thomas supported, to approve revisions to Article 68 Amendments as provided in the Board packet. **Motion carried 5—1 on a voice vote, Dockett opposed.**

i. Open Space Development Option.

- ▶ **Motion:** Chick moved, Thomas supported, to approve the Open Space Development Option as provided in the Board packet. **Motion carried 5—1 on a voice vote, Dockett opposed.**

j. Article 69, Public Notice.

- ▶ **Motion:** Chick moved, Thomas supported, to approve Article 69, Public Notice, as provided in the Board packet. **Motion carried 6—0 on a voice vote.**

9.

Approval of Independent Insurance Analyst

- ▶ **Motion:** Otto moved, Braun supported, that Fink be authorized to contract with Voss Insurance Services with a maximum fee of \$1,350. **Motion carried 6—0 on a voice vote.**

10.

**Approval of
Township Manager Employment Contract**

Engstrom explained this would extend Fink's current contract by two years. She noted that the Board held a review of Fink's job performance in closed session and received glowing reviews from all Board members.

- ▶ **Motion:** Engstrom moved, Chick supported, that Howard Fink's employment contract be amended as presented, which will terminate on November 20, 2016.

Dockett said he thinks Fink is doing a wonderful job, but he does not support the use of a contract for any employee.

Motion carried 5—1 on a voice vote, Dockett opposed.

11.

Non-Motorized Path Request for Proposals

The Board discussed the pros and cons of requesting engineering bids for Phase 3 of the Barker Road Non-Motorized Pathway from the entire engineering community or only firms with a working relationship with the Township.

- ▶ **Motion:** Thomas moved, Dockett supported, to approve the proposed RFP for engineering services for Phase III of the non-motorized path, and to open up the bidding to all engineering firms. **Motion carried 6—0 on a voice vote.**

12.

Acquisition of Foreclosed Properties for Parkland

- ▶ **Motion:** Otto moved, Chick supported, that authorized Fink to purchase Parcel B-02-08-276-029 and B-02-08-276-022 at the cost of the minimum total bid of \$1,605. **Motion carried 6—0 on a voice vote.**

13.

Approval of Fund Balance Policy

- ▶ **Motion:** Otto moved, Braun supported, to establish the fund balance percentage at 85% in excess funds at 855 for the general fund. **Motion carried 6—0 on a voice vote.**

14.

Washtenaw County Road Commission Projects

- ▶ **Motion:** Otto moved, Thomas supported, that the agreement between the Washtenaw County Road Commission and Northfield Township be executed, with the estimated amount to be spent by the Township on these projects during 2014 at \$80,122.10. **Motion carried 6—0 on a voice vote.**

15.

Results of Closed Session Discussion

- ▶ **Motion:** Otto moved, Chick supported, that Fink and Burns be given permission to provide an offer to Darlene Curtis in writing and in accordance with the recommendations made during the close session of the Township Board.
Motion carried 6—0 on a voice vote.

16. Minutes

- ▶ **Motion:** Thomas moved, Engstrom supported, that the minutes of the regular Township Board meeting of May 13, 2014, and the workshop session of May 27, 2014, be accepted as presented, and to dispense with the reading. **Motion carried 6—0 on a voice vote.**

SECOND CALL TO THE PUBLIC

No comments.

Submitted by Lisa Lemble.

Corrections to the originally issued minutes are indicated as follows:
Wording removed is ~~stricken through~~;
Wording added is underlined.

Approved by the Township Board on July 8, 2014.

Angie Westover, Clerk

Official minutes of all meetings, as well as expanded notes, are available on the Township's website at http://www.twp-northfield.org/government/township_board_of_trustees/

BOARD MEMBER COMMENTS

- Chick read a statement praising Fink's work for the Township. Otto supported those comments.
- Thomas asked the Board to direct the Township Manager to take the minutes of this meeting and send them to the Washtenaw County Road Commission in hopes of getting some action on the issue raised by Mary Devlin during the First Call to the Public.

ADJOURNMENT

- ▶ **Motion:** Engstrom moved, Chick supported, that the meeting be adjourned.
Motion carried 6—0 on a voice vote.

The meeting adjourned 8:37 P.M.