

Patrick R. Tetreau
8020 Kearney Rd.
Whitmore Lake, MI 48189

May 19, 2016

To: Howard Fink, Township Manager
8350 Main St.
Whitmore Lake, MI 48189

RECEIVED

MAY 27 2016

NORTHFIELD TOWNSHIP

Hello 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 (all electronic and written communications/documents – including text messages) regarding, relating to or referencing, between and among any Northfield Township elected or appointed official, staff member, contractor or professional engaged by the township, regarding your employment contract (Howard Fink).

I would like a copy of the original employment contract and subsequent contracts and renewals, plus performance reviews from the Board of Trustees, and staff, if they do reviews. Please also provide the dates when the Board discussed or voted on your contract(s), or copies of the minutes from those meetings.

Please let me know if there are charges for these copies, especially if the cost is exceeds \$20. I would like to request a waiver of all fees because this disclosure is in the public interest and this information is not being used for commercial purposes.

If getting these records together will take longer than five days, please let me know how long it will take.

If you deny any of this entire request, please explain why you will not provide the information, and let me know the appeal procedures available to me under the law.

If any documents are redacted, please provide an explanation.

RECEIVED

MAY 27 2016

NORTHFIELD TOWNSHIP

Thank you for considering my request.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick R. Tetreau". The signature is fluid and cursive, with the first name "Patrick" and last name "Tetreau" clearly distinguishable.

Patrick R. Tetreau

248-207-4824

A small, handwritten mark or signature in black ink, consisting of a few stylized, overlapping loops.

Howard Fink

From: Howard Fink
Sent: Friday, May 27, 2016 1:49 PM
To: patrick.tetreau@att.net
Cc: Angela Westover; Maynes, Bradford; burns@peblaw.net
Subject: FOIA

Hi Patrick,

We are in receipt of your Freedom of Information Act Request dated May 19, 2016 and Received in the Township Offices on May 24, 2016. We are informing you that we are taking the extension of 10 business days in which to respond to the requests, pursuant to MCL 15.235(2)(d).

Sincerely,
Howard Fink

Howard Fink
Northfield Township Manager
8350 Main St., Ste. A
Whitmore Lake, MI 48189
Phone: (734) 449-2880 x 12
Fax: (734) 449-0123

NORTHFIELD TOWNSHIP MICHIGAN

June 9, 2016

Mr. Patrick Tetreau
8020 Kearney Rd.
Whitmore Lake, Michigan 48189

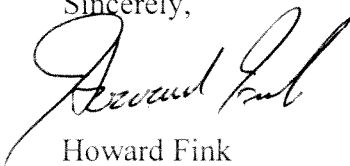
Re: Freedom of Information Act Request

Mr. Tetreau,

Attached are the documents in response to your FOIA request dated 05/24/2016. Your request has been granted in part, and denied in part. The remainder of your request for records has been denied for the reason that the records requested are exempt from disclosure under 1) the Freedom Of Information Act, MCL 15.243(13)(d): A public body may exempt from disclosure as a public record information specifically described and exempted from disclosure by statute; and 2) the Open Meetings Act, MCL 15.268 (8)(a): A public body may meet in a closed session to consider a periodic personnel evaluation of a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing.

If you have any further questions, please feel free to contact Howard Fink at (734) 449-2880.

Sincerely,



Howard Fink
Township Manager

*Picked up 3:15
on 6/13/16
Howard Fink*

Cc: Paul Burns, Township Attorney

NORTHFIELD TOWNSHIP MICHIGAN

Dear Mr. Tetreau,

In response to your FOIA request dated May 19, 2016, the following requested information is available on-line.

Our web address is www.twp-northfield.org, then click on the brown button labeled "Notices, Agendas & Minutes".

Under "*Archive – Board of Trustees*" (bottom of the page):

May 13, 2014 Agenda and Packet (Closed Session – there are No Minutes or
Notes for Closed Session Meetings)

May 27, 2014 Agenda, Packet, and Minutes

June 10, 2014 Agenda, Packet (part 2 of 2), Minutes, and Notes

Under "*Board of Trustees Meeting Packets*":

September 8, 2015 Packet (Closed Session – No Minutes)

November 10, 2015 Packet (Closed Session – No Minutes)

Sincerely,



Jennifer Carlisle

Assistant to the Township Manager

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

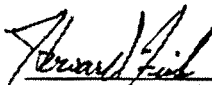
Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed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

Dorilyn 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.

**Northfield Township Board Meeting
Minutes of Regular Meeting
Public Safety Building; 8350 Main Street
June 10, 2014**

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.

Jennifer Carlisle

From: Jennifer Carlisle [Carlislej@twp.northfield.mi.us]
Sent: Wednesday, April 30, 2014 2:24 PM
To: Howard Fink (finkh@twp.northfield.mi.us)
Subject: updated Twp Mgr Eval
Attachments: Township Manager Evaluation.xlsx

Jennifer Carlisle
Asst. to Northfield Twp. Mgr.
734-449-2880 ext. 18
carlislej@twp.northfield.mi.us

Northfield Township

Township Manager Evaluation

Name: _____ Date: _____

Ratings:

5	OUTSTANDING
4	GOOD
3	AVERAGE
2	MODERATE
1	POOR
DK	DON'T KNOW

1. Organizational Management

Scores

1.	Plans and organizes the implementation of policies adopted by the Board.	
Comments:		
2.	Plans and organizes responses to public requests and complaints in a timely, courteous manner.	
Comments:		
3.	Plans and organizes the implementation of the Board's goals.	
Comments:		
4.	Establishes and maintains a township organizational structure that delegates authority and determines accountability among department heads and their staff.	
Comments:		
5.	Determines the skills and job positions necessary to carry out Township business in the most efficient and cost effective way possible and hires qualified people to fill these positions.	
Comments:		

Township Manager Evaluation

2. Fiscal Management

Scores

1.	Plans and organizes the preparation of an annual budget in a readable, well-documented manner; crafts and refines budget policy; engages department heads in budget preparation; and educates the Board on specific budget issues that affect such policy.	
Comments:		

2.	Maintains necessary controls to administer adopted budget within approved revenues and expenditures per budget resolution policy.	
Comments:		

3.	Keeps Board informed of budget concerns.	
Comments:		

4.	Anticipates future financial needs of the Township, both for capital projects and operations, and plans to meet those needs.	
Comments:		

3. Program Development and Delivery

Scores

1.	Systematically completes special projects.	
Comments:		

2.	Keeps Board and staff apprized of project development, either verbally or in writing.	
Comments:		

3.	Encourages input from citizens, boards and commissions, and staff for program development.	
Comments:		

4. Intermediate/Long Range Planning

Scores

1.	Knowledgeable of new technologies, systems, and methods in relation to Township services.	
Comments:		

Township Manager Evaluation

2.	Knowledgeable of State and Federal legislation affecting the Township, and makes plans accordingly.	
Comments:		

3.	Anticipates future growth, trends, and needs of the Township, and plans and organizes for them.	
Comments:		

5. Relations with Township Board

Scores

1.	Is available to all Board members and addresses their questions and concerns in a timely manner.	
Comments:		

2.	Assists Board in developing policies.	
Comments:		

3.	Prepares materials for presentation in a concise, clear, and comprehensive manner.	
Comments:		

6. Relationship with employees

Scores

1.	Communicates emerging issues, staff concerns, and current plans and activities of staff to the Board in a timely manner, either verbally or in writing.	
Comments:		

2.	Maintains contact and professional interaction with all levels of the Township organization.	
Comments:		

3.	Establishes and maintains systems and programs for employee involvement in decision making to further the "team".	
Comments:		

Township Manager Evaluation

7. Relationship to the Public

Scores

1.	Ensures that attitude and feeling of helpfulness, courteousness, sensitivity, and fairness exists in employees coming in contact with the public.	
Comments:		

2.	Establishes and maintains an image of the Township to the community that represents service, vitality, and professionalism.	
Comments:		

3.	Establishes and maintains a liaison with public and private non-governmental agencies, organizations, and groups involved in activities and services relating to the Township.	
Comments:		

4.	Handles inquiries from the news media in a professional manner.	
Comments:		

5.	Maintains timely, appropriate, and courteous responses to citizen requests and concerns.	
Comments:		

8. Intergovernmental Relations

Scores

1.	Maintains communication with local governmental units with which the Township is involved or interfaces.	
Comments:		

2.	Involved in regional activities and leadership that will indirectly benefit the township, and promotes intergovernmental cooperation.	
Comments:		

3.	Deals effectively with other township, village, city, county, and state managers.	
Comments:		

Township Manager Evaluation

9.Overall Professionalism

Scores

1.	Continuing Education: Seeks professional improvement by attending pertinent seminars and conferences.	
Comments:		

2.	Up To Date: Stays informed of information and technology affecting the Township	
Comments:		

3.	Self Motivated:. Demonstrates initiative and resourcefulness.	
Comments:		

4.	Positivity: Maintains a positive attitude towards the Township and position.	
Comments:		

5.	Ethical: Expects high ethical standard for him/herself and staff.	
Comments:		

6.	Pro-Active: Addresses issues before they become problems.	
Comments:		

7.	Problem Solver: Creatively and aggressively pursues solutions to issues.	
Comments:		

8.	Leadership: Motivates staff to do their best.	
Comments:		

9.	Sensitivity: Aware of impacts that his/her decisions have on others.	
Comments:		

Township Manager Evaluation

10.	Good Judgment: Decisions made are logical and address health, safety, and welfare of citizens.	
Comments:		

11.	Communication: Able to effectively communicate with the public, both verbally and in writing.	
Comments:		

Additional Comments:

Township Manager Self-Evaluation:

Township Manager Comments:

Board Member Signature

Date

Township Manager Signature

Date

Jennifer Carlisle

From: Howard Fink [finkh@twp.northfield.mi.us]
Sent: Monday, May 19, 2014 10:35 AM
To: 'Jennifer Carlisle'
Attachments: General Contract Agreement.doc

Howard Fink
Northfield Township Manager
8350 Main St., Ste. A
Whitmore Lake, MI 48189
Phone: (734) 449-2880 x 12
Fax: (734) 449-0123

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of February, 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, ~~and discipline~~ 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 ~~other department headsexempted administrative non-union employees~~ 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:

By:
Its:

By:
Its:

By:
Its:

By:
Its:

By:
Its:

By:

Its:

By:

Its: Township Clerk

NORTHFIELD TOWNSHIP BOARD AGENDA

December 11, 2012 - - 7:00 PM

8350 Main Street, 2nd Floor

CALL TO ORDER

PLEDGE/INVOCATION

ROLL CALL

CONSENT AGENDA: Minutes, Bills, Other

ADOPT BALANCE OF AGENDA

CALL TO THE PUBLIC

REPORTS

- Department Head Reports
 - Fire Dept. Report
 - Township Manager
 - Police Dept.
 - Senior Center
 - WWTP
- DDA Report
- ZBA Report
- Planning Commission Report

CLOSED SESSION TO DISCUSS CONFIDENTIAL/PRIVLEDGED COMMUNICATION

BUSINESS

- | | |
|---|----------|
| 1. Consider Reinstating Roberts Rules as Guidelines + | Otto |
| 2. Consider Policy Dis-allowing Electronic Devices at Board Table | Chick |
| 3. Discussion on Hiring of Howard Fink as Township Manager | Engstrom |
| 4. Consider Re-Hire of Dennis Gabrian as Labor Attorney + | Chick |
| 5. Consider Resolution of Support for Non-Motorized Pathway | Manning |
| 6. Consider Meeting Schedule for 2013 | Manning |
| 7. Consider Holiday Schedule for 2013 | Manning |
| 8. Consider Renewal of Auditor Contract | Manning |
| 9. Consider Civic Event Permit for Michigan Pond Hockey | Manning |
| 10. Consider Appointments to Planning Commission | Engstrom |
| 11. Consider Appointment to ZBA | Engstrom |
| 12. Consider Establishing a Policy on Appointing Replacements for Elected Officials | Otto |
| 13. Review Policy for Appointments to Township Committees and/or Commissions + | Chick |

2nd CALL TO THE PUBLIC

BOARD MEMBER COMMENTS

ADJOURNMENT

* Denotes previous backup; + denotes no backup in package

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

NORTHFIELD TOWNSHIP

Township Board

Minutes

December 11, 2012

CALL TO ORDER

The meeting was called to order at 7:02 P.M. by Supervisor Engstrom at 8350 Main Street. She thanked the previous board and contractors who were at the November 19th meeting to welcome the new Board members.

PLEDGE

Supervisor Mozurkewich led those present in the Pledge of Allegiance.

ROLL CALL

Marilyn Engstrom, Supervisor	Present
Shelle Manning, Clerk	Present
Kathy Braun, Treasurer	Present
Wayne Dockett, Trustee	Absent with notice
Janet Chick, Trustee	Present
Jacquelyn Otto, Trustee	Present
Tracy Thomas, Trustee	Present

Also present:

Wastewater Treatment Plant Superintendent
Tim Hardesty
Public Safety Director William Wagner
Police Lt. Tim Greene
Senior Center Director Susan Laity
Recording Secretary Lisa Lemble
Members of the community

CONSENT AGENDA:

- **Minutes:** November 13th and 19th
- **Bills**
- **Other**

- **Motion:** Engstrom moved, Braun supported, that the items in the consent agenda be approved as presented. **Motion carried 6—0 on a voice vote.**

ADOPT BALANCE OF AGENDA

The resignation of Tracy Thomas from the Planning Commission and appointment of Township Board representatives to the Planning Commission and Zoning Board of Appeals were added, and items 1 and 8 were switched in order. Chick noted that item 13 was placed on the agenda by Otto.

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

FIRST CALL TO THE PUBLIC

Six members of the public commented on the issues of reducing salaries for elected officials, hiring of a Township Manager, banning the use of electronic devices by Board members during meetings, and the rehiring of attorney Dennis Gabrian,

REPORTS

Department Heads

Fire. Public Safety Director William Wagner reviewed his written report for the month of November.

- **Motion:** Manning moved, Otto supported, that the resignation of Captain Jay Keine be accepted with regret. **Motion carried 6—0 on a voice vote.**

Township Manager. Interim Township Manager William Wagner reviewed his written report and provided updates on soil testing at 75 Barker Road and repairs to the Public Safety Building.

Police. Lt. Greene reviewed his written report.

Senior Center. Laity referred to her written report and asked for guidance on repainting and carpet replacement on the side of the building previously rented by Northfield Human Services. It was agreed that Wagner will look into getting estimated costs.

Wastewater Treatment Plant. Hardesty referred to his written report.

- **Motion:** Manning moved, Braun supported, that a contract with Fonson Construction in an amount not to exceed \$20,000 be approved for repair of a sewer line on Kenton Drive. **Motion carried 6—0 on a call vote.**

Downtown Development Authority

Engstrom noted there is nothing to report at this time. The Board agreed that there is no need to put this on future agendas until there is business to report on.

**Northfield Township Board Meeting
Minutes of Regular Meeting
Public Safety Building; 8350 Main Street
December 11, 2012**

Zoning Board of Appeals

Ken Dignan, ZBA Chair, reported that on November 26th the ZBA determined that the operations of Regal Recycling and the new buildings they constructed are legal substitutions of previous operations and buildings there.

Planning Commission

No report available.

**CLOSED SESSION TO DISCUSS
CONFIDENTIAL/PRIVILEGED COMMUNICATION**

- ▶ **Motion:** Manning moved, Chick supported, that the Board go into closed session to discuss confidential/privileged information with Township attorneys. **Motion carried 6—0 on a roll call vote.**
- ▶ **Motion:** Manning moved, Thomas supported, that the Board return to open session.
Motion carried 6—0 on a voice vote.

BUSINESS ITEMS

1.

Renewal of Auditor Contract

- ▶ **Motion:** Manning moved. Braun supported, that the three year contract proposed by Pfeffer, Hanniford & Palka be accepted for fiscal years 2013, 2014, and 2015. **Motion carried 6—0 on a voice vote.**

2.

**Policy Disallowing Electronic Devices
at Board Table**

Chick said she brought this up because laws about public meetings have not always kept up with technology and Board members texting each other or otherwise communicating during meetings would be a violation of the Michigan Open Meetings Act. The Board discussed the pros and cons of having such devices available during meetings. Chick said she will prepare a policy for the Board to consider at the next meeting.

3.

Hiring of Howard Fink as Township Manager

Chick explained that she asked Howard Fink, who the prior Board voted to hire as Township Manager, to appear at this meeting. The Board discussed with Fink the role of a Manager and the duties expected of him in Northfield Township.

- ▶ **Motion:** Engstrom moved, Braun supported, that Mr. Howard Fink be hired as Township Manager for Northfield Township pending contract negotiations, contract approval, and a background check. Contract negotiations are to be carried out for the Board by the current Township Manager.

Manning asked for a friendly amendment to have the Township attorney handle negotiations. Engstrom agreed to add the Township Attorney as a participant in the negotiations.

- ▶ **Motion:** Engstrom moved, Braun supported, that Mr. Howard Fink be hired as Township Manager for Northfield Township pending contract negotiations, contract approval, and a background check. Contract negotiations are to be carried out for the Board by the current Township Manager and the offices of Paul Burns, Township attorney.

The Board discussed whether this motion was necessary given the action of the prior Board. Fink said he consulted his attorney about this and his position is that this new Board must also approve his hiring because this is the Board he will be working with. He said from a legal standpoint the previous Board cannot enter in the negotiations, so this Board must approve the negotiations and contract.

Amended motion carried 6—0 on a voice vote.

- ▶ **Motion:** Engstrom moved, Braun supported, to extend William Wagner's contract as Interim Township Manager until the new township Manager's contract is approved by the Board.

There was discussion about how long this might last. It was agreed to provide a specific date.

- ▶ **Motion:** Engstrom moved, Braun supported, to extend William Wagner's contract as Interim Township Manager until no later than March 1, 2013.
Motion carried 6—0 on a voice vote.

4.

Rehiring of Dennis Gabrian as Labor Attorney

Chick noted that Police contract negotiations are ongoing and Fire negotiations are coming up, and both will require the services of a labor attorney.

- ▶ **Motion:** Chick moved, Manning supported, that Dennis Gabrian be hired as Northfield Township's labor attorney effective December 11, 2012.

Engstrom asked for comment from Township attorney Paul Burns. Burns said he has known Gabrian for many years and has no issues with him continuing as the Township's labor attorney. There was discussion about

**Northfield Township Board Meeting
Minutes of Regular Meeting
Public Safety Building; 8350 Main Street
December 11, 2012**

whether to wait to allow Board members to get more information about this.

Motion carried 4—2 on a voice vote, Engstrom and Braun opposed.

**5.
Resolution of Support
for Non-Motorized Pathway**

Wagner explained that the previous Township Board directed that the contract with Boss Engineering be ended and that he investigate moving the path to the north side of the road. The Board discussed the merits of the both locations for the path. Wagner also explained that there is currently a \$34,000 contract with Boss Engineering of which about \$30,000 has been paid. He said the remaining part of the contract is supervising and staking of Phase 2B. He said the Board needs to decide at this point which side of the road is preferred for the path, and whether to approve a Resolution to go along with a grant request for Phase 3.

Wagner noted it was previously thought that two easements would be necessary to complete Phase 2B, but an alternate way to complete the path has been found without them. He also noted that Phase 2A was supposed to include taking the path over the railroad track, but that part of the project will be added to Phase 2B, and the \$9,000 cost for that will be shifted to Phase 2B.

- **Motion:** Engstrom moved, Chick supported, that the *Resolution of Support for Non-Motorized Path* for Phase III of the Barker Road Non-Motorized Path be approved as presented.
Motion carried 6—0 on a roll call vote

- **Motion:** Engstrom moved, Chick supported, that Boss Engineering be retained as the engineer for Phase II of the Barker Road Non-Motorized Path.
Motion carried 6—0 on a voice vote.

**6.
Meeting Schedule for 2013**

Manning noted that the schedule she is presenting calls for meetings on the second Tuesday of each month, plus meetings on the fourth Tuesdays of May and June. Otto said as a new Board it might be appropriate to add meetings on the fourth Tuesdays in January and February.

- **Motion:** Manning moved, Otto supported, that the Northfield Township meeting dates for 2013 as amended. **Motion carried 6—0 on a voice vote.**

**7.
Holiday Schedule for 2013**

- **Motion:** Manning moved, Chick supported, that the Northfield Township 2013 Holiday schedule be approved as presented.
Motion carried 6—0 on a voice vote.

**8.
Reinstating Roberts Rules as Guidelines**

Otto said her research shows that some Townships conduct their meetings according to Robert's Rules of Order and others use them as guidelines. She said she feels there should be a general understanding for the benefit of the Board and the public of how meetings are to be conducted.

- **Motion:** Otto moved, Chick supported, that the business of the Board shall be conducted in accordance with Robert's Rules of Order Revised insofar as such rules are not in conflict with these rules and the statutes of the State of Michigan.

The Board discussed the options of adopting Robert's Rules, a variation on them, a policy of some kind, or taking no action. Wagner said he will find out which version of Robert's Rules is used by Plymouth Township.

Otto withdrew her motion.

- **Motion:** Otto moved, Manning supported, that the decision on use of Robert's Rules of Order be tabled to January 22, 2012.
Motion carried 6—0 on a voice vote.

**9.
Civic Event Permit for
Michigan Pond Hockey**

- **Motion:** Engstrom moved, Manning supported, that the Civic Event Permit for Michigan Pond Hockey Sports Charities be approved as presented contingent upon completion of the items in Williams Wagner's Manager Report.

In answer to a question, Iaquinto said he has no problem complying with the items as discussed by him and Wagner.

Motion carried 6—0 on a voice vote.

**9a.
Resignation of Tracy Thomas
from the Planning Commission**

Thomas noted that he sent his resignation to the Planning Commission Chair, but he did not understand it should also go to the Board.

- **Motion:** Engstrom moved, Braun supported, that the verbal resignation of Tracy Thomas from the

**Northfield Township Board Meeting
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December 11, 2012**

Northfield Township Planning Commission be accepted. **Motion carried 6—0 on a voice vote.**

10.

Appointments to Planning Commission

- **Motion:** Engstrom moved, Braun supported, that Sam Iaquinto be appointed to the Northfield Township Planning Commission for a three year term ending December 31, 2015.

Thomas asked if there were other candidates. Manning noted there were letters in the Board packets from four others—Randall Rusch, Robert Erickson, Jeffery Vega, and Athena Trentin—who were interested in being appointed. Engstrom said she received an email from Iaquinto on November 27th and also received an email from Roman. She added that she discussed the candidates with the Planning Commission Chair and she made her choices based on their experience.

Otto asked that if Iaquinto and Roman are appointed by the Board that their requests for appointment to attached to the minutes.

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

- **Motion:** Engstrom moved, Chick supported, that Larry Roman be appointed to the Northfield Township Planning Commission for a three year term ending December 31, 2015.
Motion carried 6—0 on a voice vote.
- **Motion:** Engstrom moved, supported, that John Mayleben be appointed to the Planning Commission to complete the term of Tracy Thomas ending December 31, 2013.

There was discussion about whether Mayleben can be appointed now since he is currently serving on the Planning Commission. Manning said it can be done now by adding an effective starting date.

- **Amended motion:** Engstrom moved, Thomas supported, that John Mayleben be appointed to the Planning Commission to complete the term of Tracy Thomas ending December 31, 2013 with an effective date of January 1, 2013.

Amended motion carried 6—0 on a voice vote.

10a.

**Appointment of Township Board
Representatives to the Planning Commission
and Zoning Board of Appeals**

- **Motion:** Engstrom moved, Braun supported, that Janet Chick be appointed as the Township Board representative to the Northfield Township Planning

Commission until November 20, 2016.
Motion carried 6—0 on a voice vote.

- **Motion:** Engstrom moved, Thomas supported, that Jacqueline Otto be appointed as the Township Board representative to the Northfield Township Zoning Board of Appeals until November 20, 2016.
Motion carried 6—0 on a voice vote.

11.

Appointment to Zoning Board of Appeals

- **Motion:** Engstrom moved, Chick supported, that Ken Dignan be appointed to the Northfield Township Zoning Board of Appeals for a three year term ending December 31, 2015.

In answer to a question from Otto, Engstrom said Dignan submitted an email indicating his interest in this appointment. Otto asked that this email be attached to the minutes.

Motion carried 6—0 on a voice vote.

- **Motion:** Engstrom moved, Braun supported, that Tim Anderson be appointed to the Northfield Township Zoning Board of Appeals for a three year term ending December 31, 2015.

There was discussion about whether Anderson's term is expiring. Manning said she will check on this and let the Board know if they need to change this appointment.

Motion carried 6—0 on a voice vote.

12.

**Establishing a Policy on Appointing
Replacements for Elected Officials**

Otto said she would like to insure transparency if a Board position is vacated mid-term, and she suggested that the Board institute a policy or procedure that requires time for public input. Manning said State law requires that the Board act within 45 days to fill a vacancy on the Township Board. She said she would be willing to prepare a policy for the Board to consider at a future meeting. Thomas said he would be in favor of such a policy.

- **Motion:** Otto moved, Chick supported, that the issue of establishing a policy on appointing replacements for elected officials be tabled to the meeting of January 22, 2012.
Motion carried 6—0 on a voice vote.

**Northfield Township Board Meeting
Minutes of Regular Meeting
Public Safety Building; 8350 Main Street
December 11, 2012**

**13.
Policy for Appointments to
Township Committees and/or Commissions**

Otto asked if there is a policy in place. Manning said while there is a tradition of the Supervisor making proposals, there is no policy. There was discussion about whether candidates should be required to submit resumes or be interviewed. Otto said she is interesting in insuring an open and transparent process that considers all of those who are interested and qualified and which shows the public that the Board has done its due diligence.

Chick suggested that interested candidates could be invited to a meeting and given the opportunity to speak.

SECOND CALL TO THE PUBLIC

Two members of the public made brief 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 _____, 2013.

Michele K. Manning, Clerk

Official minutes of all meetings, as well as expanded notes, are available on the Township's website at http://twp.northfield.mi.us/boards/twp_board

BOARD MEMBER COMMENTS

In answer to a question from Wagner, Manning confirmed that bills from the concrete company for the Barker Road path and for the 75 Barker Road environmental work have already been approved.

ADJOURNMENT

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

The meeting adjourned at 10:32 P.M.

NORTHFIELD TOWNSHIP

Township Board

Notes

December 11, 2012

CALL TO ORDER

The meeting was called to order at 7:02 P.M. by Supervisor Engstrom at 8350 Main Street. She thanked the previous board and contractors who were at the November 19th meeting to welcome the new Board members.

PLEDGE

Supervisor Mozurkewich led those present in the Pledge of Allegiance.

ROLL CALL

Marilyn Engstrom, Supervisor	Present
Shelle Manning, Clerk	Present
Kathy Braun, Treasurer	Present
Wayne Dockett, Trustee	Absent with notice
Janet Chick, Trustee	Present
Jacquelyn Otto, Trustee	Present
Tracy Thomas, Trustee	Present

Also present:

Wastewater Treatment Plant Superintendent
Tim Hardesty
Public Safety Director William Wagner
Police Lt. Tim Greene
Senior Center Director Susan Laity
Recording Secretary Lisa Lemble
Members of the community

CONSENT AGENDA:

- Minutes: November 13th and 19th
- Bills
- Other

- **Motion:** Engstrom moved, Braun supported, that the items in the consent agenda be approved as presented. **Motion carried 6—0 on a voice vote.**

ADOPT BALANCE OF AGENDA

Engstrom added item 9a—resignation of Tracy Thomas from the Planning Commission, and item 10a—appointment of Township Board representatives to the Planning Commission and Zoning Board of Appeals. Manning asked that items 1 and 8 be switched in order. Chick noted that item 13 was placed on the agenda by Otto, not Chick.

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

FIRST CALL TO THE PUBLIC

Lori Rogers, 7440 Whitmore Lake Road, congratulated Board members on their election and asked them to

reconsider the prior Board's actions to reduce salaries for elected officials and hire a Township Manager.

Sam Iaquinto, member of the former Township Board, 9876 Main Street, also congratulated Board members. He recommended against banning use of electronic devices at Board meetings, , against the rehiring of attorney Dennis Gabrian, and for the hiring of a Township Manager.

Mary Devlin, 9211 Brookside, supported the hiring of Howard Fink as Township Manager. She also invited the public to Peaberry Bean on Sunday for a visit from Santa.

Mark Stanalajczko, member of the former Township Board, 8352 Kearney Road, spoke in favor of hiring of a Township Manager and against the rehiring of attorney Dennis Gabrian.

Ken Dignan, ZBA Chair, 9810 Hillcrest Drive, offered to answer questions about ZBA actions, and spoke against a ban on use of electronic devices at Township Board meetings.

Gary Wellings, 341 Lillian, supported the hiring of a Township Manager.

REPORTS

Department Heads

Fire. Public Safety Director William Wagner reviewed his written report for the month of November.

- **Motion:** Manning moved, Otto supported, that the resignation of Captain Jay Keine be accepted with regret. **Motion carried 6—0 on a voice vote.**

Township Manager. Interim Township Manager William Wagner reviewed his written report. He said testing of soil around the underground storage tank at 75 Barker Road shows some minor contamination from heating or diesel fuel and he will have a written report from the environmental company at the next meeting. He also noted that repairs from the sewage back-up in the Public Safety Building have been completed.

Police. Lt. Greene reviewed his written report.

Senior Center. Laity referred to her written report. She noted that the Township did not get the grant she had applied for to do some painting and flooring replacement on the side of the building previously rented by Northfield Human Services. She asked for direction about whether to proceed with getting quotes for this work. Interim Township Manager Wagner said it might be possible to get some lightly used carpeting from an event such as the auto show. Laity said this work is definitely needed. Wagner agreed, but said further discussion should wait until costs are known.

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Wastewater Treatment Plant. Hardesty referred to his written report and described the repair of a sewer line that is needed on Kenton Drive in Green Oak Township. He reported he was able to get only two bids, but both are from large, reputable companies. He added that a budget amendment would be required.

- **Motion:** Manning moved, Braun supported, that a contract with Fonson Construction in an amount not to exceed \$20,000 be approved for repair of a sewer line on Kenton Drive.

In answer to a question from Braun, Hardesty said he has not worked with Fonson Construction before, but they are very well regarded.

Motion carried 6—0 on a call vote.

Downtown Development Authority

Engstrom noted there is nothing to report at this time. The Board agreed that there is no need to put this on future agendas until there is business to report on.

Zoning Board of Appeals

Ken Dignan, ZBA Chair, reported that on November 26th the ZBA determined that the operations of Regal Recycling and the new buildings they constructed are legal substitutions of previous operations and buildings there.

Planning Commission

No report available.

CLOSED SESSION TO DISCUSS CONFIDENTIAL/PRIVILEGED COMMUNICATION

- **Motion:** Manning moved, Chick supported, that the Board go into closed session to discuss confidential/privileged information with Township attorneys. **Motion carried 6—0 on a roll call vote.**
- **Motion:** Manning moved, Thomas supported, that the Board return to open session. **Motion carried 6—0 on a voice vote.**

BUSINESS ITEMS

1.

Renewal of Auditor Contract

- **Motion:** Manning moved. Braun supported, that the three year contract proposed by Pfeffer, Hanniford & Palka be accepted for fiscal years 2013, 2014, and 2015.

She noted the prices for these years are the same as the current contract and this firm has served as the Township's auditors for 20 years.

Motion carried 6—0 on a voice vote.

2.

Policy Disallowing Electronic Devices at Board Table

Chick said she brought this up because laws about public meetings have not always kept up with technology. She said she interprets the Open Meetings Act to say that all communications going on between Board members need to be in the public eye and that would preclude Board members texting or otherwise communicating with each other during meetings. In answer to a question from Otto, Thomas said from his understanding of the Act Board member communications during meetings need to be available to the public. He said in addition to the legal aspects of the issue, it looks bad for Board members to be looking at cell phones during meetings. He said if there is an advantage to be gained, such as looking up something on the internet, a Board member can simply make it known what they are doing.

Engstrom agreed and questioned whether a policy is needed. Chick said this has become an issue at local, state, and national levels because there have been illegal communications during meetings. She said she would prefer a clear policy for the benefit of the public. Otto said having a policy would make it clear that all Board members agree on it. Braun suggested waiting to make a policy until it appears there are abuses. Chick said she would prefer to avoid conflict by having a policy in place.

In answer to a question from Engstrom, Chick said she does not have a written policy to propose, rather she is proposing simply that the use of cell phones during meetings be banned. Engstrom said that would eliminate the possibility of using a cell phone to look up valuable information. Manning clarified that it is not necessary to make a motion to develop a policy to be voted on later. She also noted that she sometimes glances at her phone because she uses it as an accurate clock.

Chick said she will prepare a policy for the Board to consider at the next meeting.

3.

Hiring of Howard Fink as Township Manager

Chick explained that she asked Howard Fink, who the prior Board voted to hire as Township Manager, to appear at this meeting and speak briefly on his background and what the benefit of the Township having a Manager would be.

Fink briefly described his experience and said he sees the role of a Manager as acting on the policies set by the Board while providing information and direction to the Board on various issues. He said an example of that would be to research a policy on electronic devices and provide options to the Board. He said his role would not be political and would be to do what is in the best interest of the residents and community. He said he understands some of the past issues surrounding this position in the Township, and if he is hired by the Township he would recommend moving forward rather than looking back at how the decision was arrived at. He offered to answer questions.

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Manning said most of the duties listed in the Township's description for this job seem somewhat mundane compared to what he has been doing professionally. Fink said he currently does a lot of administrative work and he does not shy away from details. Manning said she wants to make sure Fink understands he would be coming into a position that has no support staff. Fink said he has thought about that a great deal and that is something that would have to be discussed as part of his contract. He said he has questioned whether there is sufficient support staff in place to efficiently handle the operations of the Township.

Otto said she admires Fink's economic development and grant development background, and although she understands those are not part of the current job description she sees that some of his skills in those areas would be very beneficial to the Township. Fink said grant development is a team effort with department heads and he is comfortable in the area of economic development. He said in his position in Merrillville he meets with developers and business owners new to the area, and he has been involved in developing incentive programs.

- **Motion:** Engstrom moved, Braun supported, that Mr. Howard Fink be hired as Township Manager for Northfield Township pending contract negotiations, contract approval, and a background check. Contract negotiations are to be carried out for the Board by the current Township Manager.

Manning asked for a friendly amendment to have the Township attorney handle negotiations. Engstrom agreed to add the Township Attorney as a participant in the negotiations.

- **Motion:** Engstrom moved, Braun supported, that Mr. Howard Fink be hired as Township Manager for Northfield Township pending contract negotiations, contract approval, and a background check. Contract negotiations are to be carried out for the Board by the current Township Manager and the offices of Paul Burns, Township attorney.

Otto said she thought a motion was previously made to hire Fink. Fink said he consulted his attorney about this and his position is that this new Board must also approve his hiring because this is the Board he will be working with. He said from a legal standpoint the previous Board cannot enter in the negotiations, so this Board must approve the negotiations and contract. Otto suggested that the motion be stated as support of the current Board for the action of the prior Board.

Manning said she prefers the current motion because it is more specific and includes the involvement of the Township attorney. Otto agreed to proceed with the current motion.

Wagner asked if there is a budget for the background check. He suggested that might cost about \$1,900.

Amended motion carried 6—0 on a voice vote.

There was discussion about how to fund the background check and whether a budget amendment would be needed.

Wagner said he just wanted to make sure the Board is aware that there will be an expense involved.

- **Motion:** Engstrom moved, Braun supported, to extend William Wagner's contract as Interim Township Manager until the new township Manager's contract is approved by the Board.

There was discussion about how long this might last. It was agreed to provide a specific date.

- **Motion:** Engstrom moved, Braun supported, to extend William Wagner's contract as Interim Township Manager until no later than March 1, 2013.
Motion carried 6—0 on a voice vote.

4.

Rehiring of Dennis Gabrian as Labor Attorney

Chick noted that Police contract negotiations are ongoing and Fire negotiations are coming up, and both will require the services of a labor attorney. She said there was no information provided on why Mr. Gabrian was dismissed.

- **Motion:** Chick moved, Manning supported, that Dennis Gabrian be hired as Northfield Township's labor attorney effective December 11, 2012.

Engstrom asked for comment from Township attorney Paul Burns. Burns said he has known Gabrian for many years and has no issues with him continuing as the Township's labor attorney. Engstrom said she would like to do more research and find out why the former Board dismissed him and perhaps get proposals or recommendations for other possible candidates. Otto said the problem is that there are ongoing union negotiations which require the services of a labor attorney now.

Engstrom said she does not feel she has enough information to vote on this now. She said she knows Dockett has an objection to using Gabrian. Chick said the department heads have said they get along well with Gabrian.

Motion carried 4—2 on a voice vote, Engstrom and Braun opposed.

5.

**Resolution of Support
for Non-Motorized Pathway**

Wagner said the previous Township Board directed that the contract with Boss Engineering be ended, and that he was directed to investigate moving the path to the north side of the road. He said since then some answers have been provided about why the path was put on the south side and questions have come up about whether the County or MDOT would allow the path to be located on the north side. He said there were public meetings and discussions about the location of the path before Phase 1 was started. He said it appears that the south side was chosen because the main destinations—the elementary school, the library, 75 Barker Road, and Polly's Market—are on that side of the road, and placing the path on the north

**Northfield Township Board Meeting
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side would require users to cross Barker Road twice to get to those places. He said he is not pushing one location or another, but if the north side is the desired location a study should be done and that would cost \$3,000-\$5,000.

He said there is currently a \$34,000 contract with Boss Engineering of which about \$30,000 has been paid. He said the remaining part of the contract is supervising and staking of Phase 2B. He said the Board needs to decide at this point which side of the road is preferred for the path, and whether to approve a Resolution to go along with a grant request for Phase 3.

Wagner noted it was previously thought that two easements would be necessary to complete Phase 2B, but an alternate way to complete the path has been found without needing an easement from Mr. Spiegelberg. Wagner also noted that Phase 2A was supposed to include taking the path over the railroad track, but that part of the project will be added to Phase 2B, and the \$9,000 cost for that will be shifted to Phase 2B.

Manning said a lot of investigation and consideration went into deciding to place the path on the south side, and she is in favor of keeping that location and proceeding with Phase 3. Engstrom said she would have preferred to have the path on the north side to avoid crossing highway entrance ramps, but she is also concerned that would mean users would have to cross Barker Road twice to get to common destinations, and that is also a concern. She said for that reason, and because the project has advanced so far already, she thinks the path should stay on the south side.

In answer to a question from Engstrom, Mike Boss of Boss Engineering said MDOT has to approve the path both under US-23 and across the railroad tracks. He said there will be signage and lights at the railroad tracks, but no gates. In answer to a question from Otto, Boss said representatives of MDOT, Washtenaw County, and the Township discussed the north vs. south issue before plans were developed. He said users will be crossing expressway ramps at points where traffic stops at signs, but there would be no traffic control at points where users would have to cross Barker Road at two points, so the consensus was that the south side was the better location.

- ▶ **Motion:** Engstrom moved, Chick supported, that the *Resolution of Support for Non-Motorized Path* for Phase III of the Barker Road Non-Motorized Path be approved as presented.
Motion carried 6—0 on a roll call vote

- ▶ **Motion:** Engstrom moved, Chick supported, that Boss Engineering be retained as the engineer for Phase II of the Barker Road Non-Motorized Path.
Motion carried 6—0 on a voice vote.

**6.
Meeting Schedule for 2013**

Manning noted that the schedule she is presenting calls for meetings on the second Tuesday of each month, plus meetings on the fourth Tuesdays of May and June. Otto said as a new Board it might be appropriate to add meetings on the fourth Tuesdays in January and February.

- ▶ **Motion:** Manning moved, Otto supported, that the Northfield Township meeting dates for 2013 as amended. **Motion carried 6—0 on a voice vote.**

**7.
Holiday Schedule for 2013**

Manning explained that the proposed schedule is the same as Washtenaw County's, with the floating day split between Christmas Eve and New Year's Eve.

- ▶ **Motion:** Manning moved, Chick supported, that the Northfield Township 2013 Holiday schedule be approved as presented.
Motion carried 6—0 on a voice vote.

**8.
Reinstating Roberts Rules as Guidelines**

Otto said her research shows that some Townships conduct their meetings according to Robert's Rules of Order and others use them as guidelines. She said she feels there should be a general understanding for the benefit of the Board and the public of how meetings are to be conducted. She said some Townships have fairly rigid policies, but she would like to stay away from that.

- ▶ **Motion:** Otto moved, Chick supported, that the business of the Board shall be conducted in accordance with Robert's Rules of Order Revised insofar as such rules are not in conflict with these rules and the statutes of the State of Michigan.

Chick said while Robert's Rules are lengthy, only a small portion of them apply to most actions of the Board. Braun said she would like to see a clearer policy. Otto said she brought this up because the previous Board made a motion not to follow Robert's Rules, so she is suggesting that they either be reinstated completely or as a guide. Engstrom said her training with the Michigan Townships Association does not start until next week so she would not like to act on this until that is over.

Thomas said while he served on the Planning Commission they never had any procedural issues. He said he has not read Robert's Rules in a long time, and he would like to review them to see what version might be appropriate. He said he understands the desire to have something in place to help avoid conflict, but he would be prefer to delay action until January to to consider whether a version of Robert's Rules or a separate policy would be preferred.

Otto said she knows Plymouth Township has adopted a revised version. Wagner said he will find out which version they use.

Otto withdrew her motion.

- ▶ **Motion:** Otto moved, Manning supported, that the decision on use of Robert's Rules of Order be tabled to January 22, 2012.
Motion carried 6—0 on a voice vote.

**Northfield Township Board Meeting
Notes of Regular Meeting
Public Safety Building; 8350 Main Street
December 11, 2012**

**9.
Civic Event Permit for
Michigan Pond Hockey**

Manning referred to the application from Michigan Pond Hockey Sports Charities. Wagner explained that in addition to the application there are requirements for such events and he referred to information about this in his Manager's report. He said the Board may approve the application contingent on those requirements being met or the Board could wait until their next meeting to consider the request. He said this is a great event which brings a lot of people into the Township. He noted this is the sixth year and experiences of past years have led to improved methods of handling traffic.

In answer to a question from Chick the applicant, Sam Iaquinto, said scholarships are awarded regionally. He said 20 families were helped last year in the Whitmore Lake Pay-to-Play program, but families in Pinckney, Brighton, South Lyon, and Fowlerville have also received scholarships.

- **Motion:** Engstrom moved, Manning supported, that the Civic Event Permit for Michigan Pond Hockey Sports Charities be approved as presented contingent upon completion of the items in Williams Wagner's Manager Report.

In answer to a question, Iaquinto said he has no problem complying with the items as discussed by him and Wagner.

Motion carried 6—0 on a voice vote.

**9a.
Resignation of Tracy Thomas
from the Planning Commission**

Thomas noted that he sent his resignation to the Planning Commission Chair, but he did not understand it should also go to the Board.

- **Motion:** Engstrom moved, Braun supported, that the verbal resignation of Tracy Thomas from the Northfield Township Planning Commission be accepted. **Motion carried 6—0 on a voice vote.**

**10.
Appointments to Planning Commission**

- **Motion:** Engstrom moved, Braun supported, that Sam Iaquinto be appointed to the Northfield Township Planning Commission for a three year term ending December 31, 2015.

Thomas asked if there were other candidates. Manning noted there were letters in the Board packets from four others—Randall Rusch, Robert Erickson, Jeffery Vega, and Athena Trentin—who were interested in being appointed. Engstrom said she received an email from Iaquinto on November 27th and also received an email from Roman. She added that she discussed the candidates with the Planning Commission Chair and she made her choices based on their experience.

Otto asked that if Iaquinto and Roman are appointed by the Board that their requests for appointment to attached to the minutes.

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

- **Motion:** Engstrom moved, Chick supported, that Larry Roman be appointed to the Northfield Township Planning Commission for a three year term ending December 31, 2015.

Motion carried 6—0 on a voice vote.

- **Motion:** Engstrom moved, supported, that John Mayleben be appointed to the Planning Commission to complete the term of Tracy Thomas ending December 31, 2013.

There was discussion about whether Mayleben can be appointed now since he is currently serving on the Planning Commission. Manning said it can be done now by adding an effective starting date.

- **Amended motion:** Engstrom moved, Thomas supported, that John Mayleben be appointed to the Planning Commission to complete the term of Tracy Thomas ending December 31, 2013 with an effective date of January 1, 2013.

Amended motion carried 6—0 on a voice vote.

**10a.
Appointment of Township Board
Representatives to the Planning Commission
and Zoning Board of Appeals**

Chick volunteered to serve on the Planning Commission.

- **Motion:** Engstrom moved, Braun supported, that Janet Chick be appointed as the Township Board representative to the Northfield Township Planning Commission until November 20, 2016.

Motion carried 6—0 on a voice vote.

Otto volunteered to serve on the ZBA.

- **Motion:** Engstrom moved, Thomas supported, that Jacqueline Otto be appointed as the Township Board representative to the Northfield Township Zoning Board of Appeals until November 20, 2016.

Motion carried 6—0 on a voice vote.

**11.
Appointment to Zoning Board of Appeals**

- **Motion:** Engstrom moved, Chick supported, that Ken Dignan be appointed to the Northfield Township Zoning Board of Appeals for a three year term ending December 31, 2015.

In answer to a question from Otto, Engstrom said Dignan submitted an email indicating his interest in this appointment. Otto asked that this email be attached to the minutes.

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Motion carried 6—0 on a voice vote.

- **Motion:** Engstrom moved, Braun supported, that Tim Anderson be appointed to the Northfield Township Zoning Board of Appeals for a three year term ending December 31, 2015.

There was discussion about whether Anderson's term is expiring. Manning said she will check on this and let the Board know if they need to change this appointment.

Motion carried 6—0 on a voice vote.

**12.
Establishing a Policy on Appointing
Replacements for Elected Officials**

Otto said she would like to insure transparency if a Board position is vacated mid-term, and she suggested that the Board institute a policy or procedure that requires time for public input. Manning said State law requires that the Board act within 45 days to fill a vacancy on the Township Board. She said she would be willing to prepare a policy for the Board to consider at a future meeting.

Thomas said he knows the Township cannot change State law, but the Board is probably free to create any policies that do not conflict with the law such as prohibiting an appointment at the same meeting when a resignation is accepted. He said he would be in favor of something like that.

- **Motion:** Otto moved, Chick supported, that the issue of establishing a policy on appointing replacements for elected officials be tabled to the meeting of January 22, 2012.
Motion carried 6—0 on a voice vote.

**13.
Policy for Appointments to
Township Committees and/or Commissions**

Otto asked if there is a policy in place. Manning said while there is a tradition of the Supervisor making proposals,

there is no policy. There was discussion about whether this is a statutory duty of the Supervisor. Otto said she is more concerned about insuring an open and transparent process that considers all of those who are interested and qualified and which shows the public that the Board has done its due diligence.

Thomas asked whether the Board would like to see people who are interested in these positions to appear before the Board to make presentations or be interviewed. Manning said some people provide resumes and Board members have an opportunity to contact applicants if they have questions between the time Board packets are provided and the meeting. There was discussion about whether candidates should be asked to submit resumes or other information.

Chick suggested that interested candidates could be invited to a meeting and given the opportunity to speak.

SECOND CALL TO THE PUBLIC

Ken Dignan, Zoning Board of Appeals Chair, thanked the Board for his reappointment to the ZBA. He said he sees the value in asking for information from candidates for commissions, boards, and committees.

Mary Devlin urged the Board to take whatever time is needed to conduct business properly.

BOARD MEMBER COMMENTS

In answer to a question from Wagner, Manning confirmed that bills from the concrete company for the Barker Road path and for the 75 Barker Road environmental work have already been approved.

ADJOURNMENT

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

The meeting adjourned at 10:32 P.M.

Submitted by Lisa Lemble.

These notes are an expanded version of the official meeting minutes adopted by the Board of Trustees. Minutes and notes for all meetings are available on the Township's website at http://twp.northfield.mi.us/boards/twp_board

NORTHFIELD TOWNSHIP BOARD AGENDA

January 8, 2013 - - 7:00 PM

8350 Main Street, 2nd Floor

CALL TO ORDER

PLEDGE/INVOCATION

ROLL CALL

CONSENT AGENDA: Minutes, Bills, Other

ADOPT BALANCE OF AGENDA

CALL TO THE PUBLIC

CLOSED SESSION TO DISCUSS CONFIDENTIAL/PRIVILEGED COMMUNICATION FROM ATTORNEY

REPORTS

- Department Head Reports
- Supervisor's Report
- DDA Report
- ZBA Report
- Planning Commission Report

- | | |
|---|----------|
| 1. Consider Resignation from Susan Laity, Senior Center Director | Manning |
| 2. Consider Assessing Assistant Request from Assessor | Engstrom |
| 3. Consider Compensation for Clerk | Manning |
| 4. Parks and Rec Commission Update + | Thomas |
| 5. Electronic Devices at Board Meetings | Chick |
| 6. Consider Northfield Township Organizational Chart | Otto |
| 7. Township Manager Job Responsibilities | Otto |
| 8. Planning Commission Action Items | Chick |
| ✓ Calvary Baptist Church Conditional Land Use | |
| ✓ Agriculture Commercial/Tourism Business (new language for zoning ordinance) | |
| ✓ Parking Lot Surface Amendment (Amends current zoning ordinance) | |
| ✓ Sign Ordinance Language (amends current zoning ordinance) | |
| ✓ Deletion of AR-2 Agriculture District Two (amends current zoning ordinance) | |
| 9. Consider Options for Underground Storage Tank (UST) Removal | Wagner |

2nd CALL TO THE PUBLIC

BOARD MEMBER COMMENTS

ADJOURNMENT

* Denotes previous backup; + denotes no backup in package

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

NORTHFIELD TOWNSHIP

Township Board

Minutes

January 8, 2013

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
Shelle Manning, Clerk [left at 9:30 P.M.]	Present
Kathy Braun, Treasurer	Present
Wayne Dockett, Trustee	Present
Janet Chick, Trustee	Present
Jacki Otto, Trustee	Present
Tracy Thomas, Trustee (arrived at 7:10)	Present

Also present:

Wastewater Treatment Plant Superintendent
Tim Hardesty
Public Safety Director William Wagner
Police Lt. Tim Greene
Senior Center Director Susan Laity
Recording Secretary Lisa Lemble
Members of the community

CONSENT AGENDA:

- Minutes
- Bills
- Other

Dockett asked that all items be removed from the consent agenda.

ADOPT BALANCE OF AGENDA

Dockett asked that a discussion of the rehiring of attorney Dennis Gabrian be added to the agenda.

- **Motion:** Manning 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

Dave Powell, 619 Turquoise Drive, Mary Devlin, 9211 Brookside, and David Gordon, 5558 Hellner Road, made comments.

[Thomas arrived at this point].

CLOSED SESSION TO DISCUSS CONFIDENTIAL/PRIVILEGED COMMUNICATION

- **Motion:** Engstrom moved, Manning supported, that the Board go into closed session pursuant to MCL-15.265(8)(a) to discuss confidential privileged information. **Motion carried 7—0 on a roll call vote.**
- **Motion:** Manning moved, Chick supported, that the Board return to open session.
Motion carried 7—0 on a voice vote

REPORTS

Department Heads

Fire. Public Safety Director Wagner reviewed his written reports. He asked that two ~~officers~~ firefighters be hired.

- **Motion:** Manning moved, Chick supported, that John Chiado be hired contingent on background check and physical effective January 8, 2013.
Motion carried 7—0 on a voice vote
- **Motion:** Manning moved, Chick supported, that Jack Dawson be hired contingent on background check and physical effective January 9, 2013.
Motion carried 7—0 on a voice vote
- **Motion:** Manning moved, Otto supported, that the expenditure of \$100 be authorized for Brian Cooley to attend training.
Motion carried 7—0 on a voice vote

Township Manager. Interim Township Manager Wagner referred to his written report and answered questions about the Barker Road non-motorized path, the Pond Hockey event permit, damage to a fence at 140 Ash Street by a tree on Township property, and the rental of 75 Barker Road. The Board authorized him to negotiate the additional rental amount with the tenant.

The Board also discussed acceptance of restitution for damage to the Public Safety Building's magazine/pamphlet rack over the holidays.

Police. Lt. Greene reviewed the written report and answered questions from Dockett about the cost of promotions and Police staffing levels.

- **Motion:** Otto moved, Thomas supported, that Jeff Davison be promoted to the rank of Probationary Police Sergeant effective February 2, 2013 2014.
Motion carried 6—1 on a voice vote, Dockett opposed.
- **Motion:** Otto moved, Thomas supported, that the eligibility roster be published indicating Jason Roberts

**Northfield Township Board Meeting
Minutes of Regular Meeting
Public Safety Building; 8350 Main Street
January 8, 2013**

as the first candidate on the list, with an expiration date of February 2, ~~2013~~ 2014. **Motion carried 6—1 on a voice vote, Dockett opposed.**

Senior Center. Laity referred to her written report. She thanked the Board for the privilege of working at the Center for 14 years, seven of them as Director. She said she will help in any way needed for the transition to a new Director. Otto thanked Laity for her dedication to the senior citizens of the community. Those present gave Laity a round of applause.

Wastewater Treatment Plant. Hardesty referred to his written report.

- **Motion:** Manning moved, Chick supported, that the payment of up to \$4,500 to Tetra Tech to complete the NPDES discharge permit be approved. **Motion carried 7—0 on a voice vote.**

Supervisor

Engstrom said she is in the process of gathering information and will report at the next meeting.

Downtown Development Authority

Engstrom noted that the DDA has not met since the last Board meeting, and she asked that this item be removed from future agendas because the Authority meetings so infrequently.

Zoning Board of Appeals

No meeting has been held since the last Board meeting.

Planning Commission

Chick referred to the five items on the Board agenda from the Commission for Board action. She also noted the Commission continues to work on the Capital Improvement Plan.

BUSINESS ITEMS

A. Minutes

Dockett made one minor correction.

- **Motion:** Manning moved, Chick supported, that the minutes of December 11, 2012, be approved as amended. **Motion carried 7—0 on a voice vote.**

B. Bills

Manning, Wagner, and Lt. Greene answered questions from Dockett about a variety of bills.

C. Other Consent Agenda Items

The Board discussed whether the space in the Senior Center previously occupied by Northfield Human Services is needed for Center activities, whether it should be repainted and recarpeted. They requested that at least three bids be presented to the Board.

1. Resignation from Susan Laity, Senior Center Director

- **Motion:** Manning moved, Otto supported, that the resignation of Senior Center Director Susan Laity be accepted effective March 8, 2013, with regret. **Motion carried 7—0 on a voice vote.**

2. Assessing Assistant Request from Assessor

- **Motion** Engstrom moved, Manning supported, that Dawn Harden be hired at the hourly rate of \$15, not to exceed 30 hours per week effective immediately. Dependent on a satisfactory performance review in six months, the pay would increase to \$16/hour. **Motion carried 7—0 on a voice vote.**

3. Compensation for Clerk

Manning requested compensation for the 40 hours per week she has been working since new Board terms began. She said the reduced pay for elected officials was intended to be combined with a full-time Township Manager, but that position has not yet been filled and her deputy is not interested in working additional hours. Dockett and Engstrom said the Interim Township Manager or other staff should handle some of the work.

Otto reported that the Michigan Townships Association advised her that the Board cannot increase the salaries set for this term, and she asked whether attorney Paul Burns could be consulted to see if there are other options to provide Manning with additional compensation. Engstrom said she hopes a Township Manager can be hired by the end of February when Wagner's period as Interim Township Manager ends.

4. Parks and Recreation Commission Update

Thomas said a group of people, including himself, was appointed to the Parks and Recreation Commission in 2009, but the terms for those members is not clear to him. He said some members have left and others would like to join, and he will bring information about potential candidates to a future Board meeting.

5. Electronic Devices at Board Meetings

**Northfield Township Board Meeting
Minutes of Regular Meeting
Public Safety Building; 8350 Main Street
January 8, 2013**

- **Motion:** Chick moved, Otto supported, that for the purpose of transparency and compliance with Section 16.202 of the Michigan Open Meetings Act, the use of all electronic devices with email or texting capability by Board members be prohibited during Board of Trustees meetings, the exception being the occurrence of an internet or file search being needed to obtain information pertinent to the meeting in session. Said usage will be performed by one board member on a single device only for the time needed to conduct that search. **Motion failed 3—4, Thomas, Dockett, Manning, and Engstrom opposed.**

[Manning left at this point].

**6.
Northfield Township Organizational Chart
and
7.
Township Manager Job Responsibilities**

Otto referred to the typical organization chart of a General Law Township which she had obtained from the Michigan Townships Association (MTA). She also referred to an organizational chart which she is proposing. She said this should be decided before a Township Manager is hired.

- **Motion:** Otto moved, Chick supported, that the Proposed Northfield Township Organization Chart be accepted as presented.

Wagner noted that negotiations with a candidate for Township Manager are ongoing. Thomas suggested adding the organizational chart to those items being negotiated because if the Board agrees with the results of those negotiations the issue will be decided.

Otto withdrew her motion.

**8.
Planning Commission Action Items**

Planning Commissioner Chick explained each of the items.

Calvary Baptist Church Conditional Land Use.

- **Motion:** Chick moved, Thomas supported, that the Conditional use Permit for Calvary Baptist Church at 7527 Whitmore Lake Road, Case # JPC12005, to build a 900 square foot addition under Article 12.0, Agriculture District, Section 12.03(l), Conditional Uses, be approved as recommended by the Northfield Township Planning Commission. The parcel ID is B-02-18-300-023 and is zoned AR-Agriculture District. **Motion carried 6—0 on a roll call vote.**

Deletion of AR-2, Agriculture District Two—Zoning Ordinance Amendment.

- **Motion:** Chick moved, Thomas supported, that Section 12-0, AR-2 Agricultural District Two, be eliminated from the Northfield Township zoning ordinance as recommended by the Northfield

Township Planning Commission.
Motion carried 6—0 on a roll call vote.

Agriculture Commercial/Tourism Business—New Ordinance Language.

- **Motion:** Chick moved, Thomas supported, that new section 60.33 of the Northfield Township Zoning Ordinance, Agriculture Commercial/ Tourism Business be instituted, and that Section 2.03, Definitions, be amended to add Community Supported Agriculture (CSA), Farm Market, and U-Pick Operation, and to amend Section 11.03, Condition Uses related Agriculture Commercial/Tourism Business. **Motion carried 5—1 on a roll call vote, Dockett opposed.**

Dockett said he does not believe in a lot of rules and regulations, such as everything having to be asphalted. Chick explained that gravel surfaces are specifically being allowed as part of this change.

Parking Lot Surface Amendment—Zoning Ordinance Amendment.

- **Motion:** Chick moved, Thomas supported, to amend Section 61.02—Specifications for Parking Areas and to amend Section 2.03, Definitions, to add a new definition of “pavement.” **Motion carried 6—0 on a roll call vote.**

Sign Ordinance Language.

- **Motion:** Chick moved, Thomas supported, that Section 62.06, Signs Permitted in Business and Industrial Districts, be amended to include the new WLD-Whitmore Lake District.

Dockett said he thinks the sign ordinance is too restrictive.

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

**9.
Options for Underground Storage Tank (UST)
Removal**

Wagner referred to the report from AMEC to Boss Engineering dated December 21, 2012, and said there are basically three options:

1. Doing nothing, which will not be a problem until the property is sold. He noted that Boss Engineering does not think this is a significant issue and the tank is not regulated by the State.
2. Do soil borings at a cost of \$4,000-\$5,000 to test how far down the contamination has gone.
3. Start removing the soil. He said he does not recommend this until it is determined how deep the contamination has gone. He said they do not believe it has gone very deep, but the hole has been filled in since the tank was examined.

**Northfield Township Board Meeting
Minutes of Regular Meeting
Public Safety Building; 8350 Main Street
January 8, 2013**

After discussion the Board agreed to consider action at a future date. Wagner said he will bring this back to the Board in a couple months.

Mary Devlin, 9221 Brookside, said the four years of bickering she listened to with the last Board was enough and she hopes it does not continue with this Board.

**10.
Rehiring of Attorney Dennis Gabrian**

Dockett said he was not present when the Board rehired last month.

- **Motion:** Dockett moved, Engstrom supported, that a request for quotes be put out for the position of labor attorney for the Township and to direct Paul Burns to help in selecting people that they work closely with. The Township Manager is directed to place the request for quotes in all typical and suitable publications. Deadline for receipt of quotes will be March 1, 2013. **Motion carried 6—0 on a voice vote.**

BOARD MEMBER COMMENTS

Board members noted that hiring of a new Senior Center Director should be on an upcoming agenda and thanked Susan Laity for her many years of excellent service to the community as Senior Center Director.

ADJOURNMENT

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

The meeting adjourned 10:37 P.M.

SECOND CALL TO THE PUBLIC

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 January 22, 2013.

Michele K. Manning, Clerk

Official minutes of all meetings, as well as expanded notes, are available on the Township's website at http://twp.northfield.mi.us/boards/twp_board

NORTHFIELD TOWNSHIP

Township Board

Notes

January 8, 2013

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
Shelle Manning, Clerk (left at 9:30 P.M.)	Present
Kathy Braun, Treasurer	Present
Wayne Dockett, Trustee	Present
Janet Chick, Trustee	Present
Jacki Otto, Trustee	Present
Tracy Thomas, Trustee (arrived at 7:10)	Present

Also present:

Wastewater Treatment Plant Superintendent
Tim Hardesty
Public Safety Director William Wagner
Police Lt. Tim Greene
Senior Center Director Susan Laity
Recording Secretary Lisa Lemble
Members of the community

CONSENT AGENDA:

- Minutes
- Bills
- Other

Dockett asked that all items be removed from the consent agenda.

ADOPT BALANCE OF AGENDA

Dockett asked that a discussion of the rehiring of attorney Dennis Gabrian be added to the agenda.

- **Motion:** Manning 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

Dave Powell, 619 Turquoise Drive, said he got a tax bill for a piece of equipment that the Township Assessor said was parked in his driveway last year. He said he appealed to the State and won, but he just got another tax bill. Engstrom said she will look into tomorrow and get back to him.

Mary Devlin, 9211 Brookside, asked that outdated and incorrect information on the website be updated.

David Gordon, 5558 Helner Road, former Township Board member and Planning Commissioner, said he has lived in the community for 30 years. He asked that fees be reviewed based on his recent experience doing some home improvements. He also asked customers and advertiser to put pressure on the Northfield *Courant* to present a more balanced editorial view.

[Thomas arrived at this point].

CLOSED SESSION TO DISCUSS CONFIDENTIAL/PRIVILEGED COMMUNICATION

- **Motion:** Engstrom moved, Manning supported, that the Board go into closed pursuant to MCL 15.265(8)(a) to discuss confidential privileged information. **Motion carried 7—0 on a roll call vote.**
- **Motion:** Manning moved, Chick supported, that the Board return to open session.
Motion carried 7—0 on a voice vote

REPORTS

Department Heads

Fire. Public Safety Director Wagner reviewed his written reports. He asked that two officers be hired.

- **Motion:** Manning moved, Chick supported, that John Chiado be hired contingent on background check and physical effective January 8, 2013.
Motion carried 7—0 on a voice vote
- **Motion:** Manning moved, Chick supported, that Jack Dawson be hired contingent on background check and physical effective January 9, 2013.
Motion carried 7—0 on a voice vote
- **Motion:** Manning moved, Otto supported, that the expenditure of \$100 be authorized for Brian Cooley to attend training.
Motion carried 7—0 on a voice vote

Township Manager. Interim Township Manager Wagner referred to his written report. In answer to a question from Otto, Wagner said he is not aware of any cost for moving a telephone pole as part of the non-motorized path project. Otto asked if an additional rental fee is expected for the storage space being requested by the 75 Barker Road tenant. Wagner said the space is about 10'x10'. The Board authorized him to negotiate the additional rental amount with the tenant. In answer to a question from Dockett, Wagner said everything except the liquor license has been arranged for the Pond Hockey Event permit.

**Northfield Township Board Meeting
Notes of Regular Meeting
Public Safety Building; 8350 Main Street
January 8, 2013**

Regarding the fence damaged at 140 Ash Street by a tree that fell from Township property, Wagner said he will investigate getting bids for the repairs. Regarding the vandalism of the magazine/pamphlet rack in the Public Safety Building lobby, Manning said she authorized the replacement because the person who damaged it wanted to replace it immediately before being shipped out with the military. Dockett said she had no authority to accept restitution because it should have been a Board decision. Wagner said he did not to be involved in the resolution since the person who did the damage is a relative. Manning agreed that this should have been a Board decision, but she was the only person the office to make decisions, and considering the circumstances she is surprised that it is being discussed. Otto asked if there is a protocol in this situation to make a decision by email. Manning said that would be a violation of the Open Meetings Act.

In answer to a question from Otto, Lt. Greene said charges against a perpetrator in such a situation do not have to be filed immediately. He noted in this case that the perpetrator was being deployed out of the country, so it seemed appropriate to accept restitution before he left. Dockett said he is concerned because of a previous instance of damage to Township property where restitution was agreed to in lieu of prosecution, but payment was not then made.

Police. Lt. Greene reviewed the written report. He asked the Board to act on two requests. In answer to a question from Dockett, Greene said the promotion of an officer to Sargent includes a salary increase of \$6,400. Dockett said he is concerned about that because of the effect on retirement costs. Wagner noted that since he was hired as Public Safety Director the number of command officers has been reduced and there is a real need for them at night. Dockett said every other police department in the country has cut positions, but Northfield Township has not. Wagner disagreed saying three certified officers have been lost, and he cannot count himself as a command officer.

- **Motion:** Otto moved, Thomas supported, that Jeff Davison be promoted to the rank of Probationary Police Sergeant effective February 2, 2013. **Motion carried 6—1 on a voice vote, Dockett opposed.**

- **Motion:** Otto moved, Thomas supported, that the eligibility roster be published indicating Jason Roberts as the first candidate on the list. with an expiration date of February 2, 2013. **Motion carried 6—1 on a voice vote, Dockett opposed.**

Senior Center. Laity referred to her written report. She thanked the Board for the privilege of working at the Center for 14 years, seven of them as Director. She said she will help in any way needed for the transition to a new Director. Otto thanked Laity for her dedication to the senior citizens of the community. Those present gave Laity a round of applause.

Wastewater Treatment Plant. Hardesty referred to his written report.

- **Motion:** Manning moved, Chick supported, that the payment of up to \$4,500 to Tetra Tech to complete

the NPDES discharge permit be approved.
Motion carried 7—0 on a voice vote.

Hardesty answered questions from Dockett about the recent installation of a furnace at the plant.

Supervisor

Engstrom said she is in the process of gathering information and will report at the next meeting.

Downtown Development Authority

Engstrom noted that the DDA has not met since the last Board meeting, and she asked that this item be removed from future agendas because the Authority meetings so infrequently.

Zoning Board of Appeals

No meeting has been held since the last Board meeting.

Planning Commission

Chick referred to the five items on the Board agenda from the Commission for Board action. She also noted the Commission continues to work on the Capital Improvement Plan.

BUSINESS ITEMS

A. Minutes

Dockett made one minor correction. Manning reported she had already noted that correction.

- **Motion:** Manning moved, Chick supported, that the minutes of December 11, 2012, be approved as amended. **Motion carried 7—0 on a voice vote.**

B. Bills

In answer to a question from Dockett about a bill from Webb Contractors, Manning said the notation "75 Barker" should instead be the address of the Public Safety Building. In answer to another question from Dockett, Lt. Greene said the two invoices for repair of the Ford Taurus are in dispute because they appear to be duplicates.

Manning, Greene, and Wagner answered questions from Dockett about bills that had been paid for mileage, dues, credit card charges, and automobile repairs.

C. Other Consent Agenda Items

**Northfield Township Board Meeting
Notes of Regular Meeting
Public Safety Building; 8350 Main Street
January 8, 2013**

Regarding painting and carpet replacement in the Senior Center, Dockett said all of the space previously occupied by Northfield Human Services is not needed for Senior Center operations. He said a decision about that should be made before carpeting is replaced. Laity said the limited parking space should be taken into consideration before making a decision to rent space out.

Dockett asked that carpet samples be presented to the Board for review. Manning questioned why the Board would want to get involved at that level. Dockett said it might be appropriate to use a different type of carpeting than what is there now, and he also objected to there being only one bid. Engstrom agreed with Dockett. Wagner recalled that the Board had asked Laity to get one quote to get an idea of what the costs would be before proceeding further. He said the bid Laity got provided that information, and now additional bids can be sought if the Board wants to proceed. He said this work needs to be done before the space can be put to any use.

There was discussion about how to proceed.

The Board asked that at least three bids be sought for painting and carpeting at the Senior Center. Dockett said he will not vote for doing this work, but noted that any contractors chosen must have insurance and the Board should be presented with carpet samples.

1.

**Resignation from Susan Laity,
Senior Center Director**

- **Motion:** Manning moved, Otto supported, that the resignation of Senior Center Director Susan Laity be accepted effective March 8, 2013, with regret. **Motion carried 7—0 on a voice vote.**

2.

Assessing Assistant Request from Assessor

Engstrom noted that the Assessor indicates there is an urgent need for assessing assistance and interviews have been completed.

- **Motion** Engstrom moved, Manning supported, that Dawn Hardin be hired at the hourly rate of \$15, not to exceed 30 hours per week effective immediately. Dependent on a satisfactory performance review in six months, the pay would increase to \$16/hour.

In answer to a question from Dockett, Engstrom said Hardin is a Level II Assessor. Otto noted that Hardin will be a Level III Assessor after completing two more classes.

Motion carried 7—0 on a voice vote.

3.

Compensation for Clerk

Manning said she has been working 40 hours per week, which is about \$6/hour at the rate set by the last Board. She said that pay level was established based on a full-time

Manager being available to handle the work load necessary for office operations.

Dockett said he has a problem with this because Manning has failed to recognize that there is a Township Manager, and Manning has an assistant, so he will not support this. Manning said when Wagner took over as Interim Township Manager there was not a reason for him to learn about most of what needs to be done. She said employees and the public need someone in the office to handle these functions. Dockett said Manning knew what the salary would be when she ran for the office. Manning said salaries should have been voted on by the people, but since the Board made that decision they can also make this decision. She said if the Board wants all of these duties to fall on other employees, they can deny this request.

Engstrom said Wagner has been Interim Township Manager for a year and many of these duties could have been handed over to him. Manning said it was not her decision what duties he should have taken over. Engstrom said statutory duties of the Clerk are to handle elections and pay bills. Manning said her Deputy works 24 hours and does not want to work additional hours. Engstrom asked if some of the duties Manning had listed could be taken over by Wagner.

Otto said she appreciates the dedication Manning has shown in putting in the additional hours to do this work. She said the Michigan Townships Association advised her that once salaries are set they cannot be increased so it appears that the Board's hands are tied. She questioned whether attorney Paul Burns could be consulted to see if there are other options to provide Manning with additional compensation.

Engstrom said she hopes a Township Manager can be hired by the end of February when Wagner's period as Interim Township Manager ends.

4.

Parks and Recreation Commission Update

Thomas said a group of people, including himself, was appointed to the Parks and Recreation Commission in 2009, but the terms for those members is not clear to him. He said some members have left and others would like to join.

Dockett indicated he would support appointments to continue the work of the Commission. Thomas said he will bring information about potential candidates to a future Board meeting.

5.

Electronic Devices at Board Meetings

Chick recalled that this was discussed briefly at the last Board meeting. She said the Michigan Townships Association recommends that no electronic devices with texting or email devices be used by Board members during meetings to avoid the appearance of impropriety.

**Northfield Township Board Meeting
Notes of Regular Meeting
Public Safety Building; 8350 Main Street
January 8, 2013**

- **Motion:** Chick moved, Otto supported, that for the purpose of transparency and compliance with Section 16.202 of the Michigan Open Meetings Act, the use of all electronic devices with email or texting capability by Board members be prohibited during Board of Trustees meetings, the exception being the occurrence of an internet or file search being needed to obtain information pertinent to the meeting in session. Said usage will be performed by one board member on a single device only for the time needed to conduct that search.

Dockett said he will not support this because there is no way to enforce it. Otto said she sees this as a commitment to the public that Board members are present and attentive at meetings. Braun said she does not see the need for this. Engstrom said she has young children at home with a sitter, and at times when one of them is sick she wants to be available to them by cell phone in an emergency.

Motion failed 3—4, Thomas, Dockett, Manning, and Engstrom opposed.

Otto said she will not have her phone at meetings.

[Manning left at this point].

**6.
Northfield Township Organizational Chart
and
7.
Township Manager Job Responsibilities**

Otto referred to the typical organization chart of a General Law Township which she had obtained from the Michigan Townships Association (MTA). She also referred to an organizational chart which she is proposing. Dockett said the MTA knows what they are doing and he would approve of that chart.

Otto said she presented these only for consideration at this point, but this should be decided before a Township Manager is hired.

- **Motion:** Otto moved, Chick supported, that the Proposed Northfield Township Organization Chart be accepted as presented.

Wagner said he does not have an opinion on either chart, but he said approving the Proposed chart would affect negotiations going on with a Township Manager candidate and it conflicts with the approved job description.

There was discussion about whether the Manager should have control over the Wastewater Treatment Plant, Building/Zoning, Controller, and Senior Center (as in the Proposed chart) or none of those (as in the General Law Township chart). There was also discussion about whether the Manager's job description in Board packets was actually what was approved by the Board. Otto said she will ask the Township attorney about that.

Thomas suggested adding the organizational chart to the negotiation being conducted with the Manager candidate.

He said if the Board agrees with the results of those negotiations the issue will be decided. Otto agreed that would allow the description and the chart to be brought into conformance with each other. Wagner said to a large part that has already been the case as part of the negotiations in the form of who answers to whom, etc.

Otto withdrew her motion.

**8.
Planning Commission Action Items**

Planning Commissioner Chick explained each of the items.

Calvary Baptist Church Conditional Land Use.

- **Motion:** Chick moved, Thomas supported, that the Conditional use Permit for Calvary Baptist Church at 7527 Whitmore Lake Road, Case # JPC12005, to build a 900 square foot addition under Article 12.0, Agriculture District, Section 12.03(l), Conditional Uses, be approved as recommended by the Northfield Township Planning Commission. The parcel ID is B-02-18-300-023 and is zoned AR-Agriculture District. **Motion carried 6—0 on a roll call vote.**

Deletion of AR-2, Agriculture District Two—Zoning Ordinance Amendment.

- **Motion:** Chick moved, Thomas supported, that Section 12-0, AR-2 Agricultural District Two, be eliminated from the Northfield Township zoning ordinance as recommended by the Northfield Township Planning Commission. **Motion carried 6—0 on a roll call vote.**

Agriculture Commercial/Tourism Business—New Ordinance Language.

- **Motion:** Chick moved, Thomas supported, that new section 60.33 of the Northfield Township Zoning Ordinance, Agriculture Commercial/ Tourism Business be instituted, and that Section 2.03, Definitions, be amended to add Community Supported Agriculture (CSA), Farm Market, and U-Pick Operation, and to amend Section 11.03, Condition Uses related Agriculture Commercial/Tourism Business. **Motion carried 5—1 on a roll call vote, Dockett opposed.**

Dockett said he does not believe in a lot of rules and regulations, such as everything having to be asphalted. Chick explained that gravel surfaces are specifically being allowed as part of this change.

Parking Lot Surface Amendment—Zoning Ordinance Amendment.

- **Motion:** Chick moved, Thomas supported, to amend Section 61.02—Specifications for Parking Areas and to amend Section 2.03, Definitions, to add a new definition of "pavement." **Motion carried 6—0 on a roll call vote.**

**Northfield Township Board Meeting
Notes of Regular Meeting
Public Safety Building; 8350 Main Street
January 8, 2013**

Sign Ordinance Language.

- **Motion:** Chick moved, Thomas supported, that Section 62.06, Signs Permitted in Business and Industrial Districts, be amended to include the new WLD-Whitmore Lake District.

Dockett said he thinks the sign ordinance is too restrictive.

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

**9.
Options for Underground Storage Tank (UST)
Removal**

Wagner referred to the report from AMEC to Boss Engineering dated December 21, 2012, and said there are basically three options:

1. Doing nothing, which will not be a problem until the property is sold. He noted that Boss Engineering does not think this is a significant issue and the tank is not regulated by the State.
2. Do soil borings at a cost of \$4,000-\$5,000 to test how far down the contamination has gone.
3. Start removing the soil. He said he does not recommend this until it is determined how deep the contamination has gone. He said they do not believe it has gone very deep, but the hole has been filled in since the tank was examined.

Otto questioned whether the well that is about 10 feet away on another property should be inspected. Engstrom said that property was foreclosed upon, but she believes it is now under contract. Wagner said he received calls from two agents about this issue related to the sale of that property. Otto said she would like to protect the Township from any future liability, so she would prefer to take care of this now. Braun questioned whether it would be less expensive to dig a new well for the adjacent property. Otto said the liability would still remain.

Dockett said he is very disappointed in Boss Engineering because they excavated the site, then filled the hole back in, and it now needs to be excavated again. He said they are a lousy company.

Engstrom said as she understands it there is only slight contamination and the fuel oil that was stored there is less of a problem than gasoline, but she agrees that the tank should be removed. She said if the Township is never going to sell the property an environmental study will not be triggered.

In answer to questions from Otto, Wagner said the tank was found to be about half full of water, but that probably came from groundwater that leaked in through pinholes in the tank. He also said the tank was not seen to be leaking, and the only soil contaminant found was fuel oil. She because of the nature of groundwater it is not possible to

tell whether these contaminants might end up in the adjacent well.

Wagner said it is not necessary to make a decision at this point. In answer to a question from Dockett, he said the total spent to date on this project is \$10,293. Engstrom asked if the contractor can write a letter in layman's terms stating whether this is dangerous or not. Wagner said he does not think it is dangerous. He said a representative of AMEC would probably be happy to come to a Board meeting. Thomas said it is unlikely they would provide definitive advice about how to proceed. He said if there is no urgency he does not see a problem with waiting to make a decision. He said he would like some time to think about it.

Wagner said he will bring this back to the Board in a couple months.

**10.
Rehiring of Attorney Dennis Gabrian**

Dockett said he was not present when the Board rehired last month. He said Gabrian was fired because he gave the Board the wrong advice on a contract, so it had to be redone. He said Gabrian was also wrong on other issues and based on the Township's experience with him he does not appear to be an expert in labor law. He added that he believes bids for this position should be sought.

- **Motion:** Dockett moved, Engstrom supported, that a request for quotes be put out for the position of labor attorney for the Township and to direct Paul Burns to help in selecting people that they work closely with. The Township Manager is directed to place the request for quotes in all typical and suitable publications. Deadline for receipt of quotes will be March 1, 2013.

Otto agreed that there should be contracts with all vendors to protect the Township. She said she understood when Gabrian was rehired there was no one else in place to conduct police contract negotiations which were ongoing at the time. Engstrom said the motion to rehire did not include a contract or any other provisions. She suggested that there should also be a motion to rescind the rehiring. Thomas said with police contract negotiations going on now he would not agree to firing the Township's labor attorney now.

Chick asked about a mistake in past negotiations Dockett referred to. Wagner said that error was the Township's.

Motion carried 6—0 on a voice vote.

SECOND CALL TO THE PUBLIC

Mary Devlin, 9221 Brookside, said the four years of bickering she listened to with the last Board was enough and she hopes it does not continue with this Board.

BOARD MEMBER COMMENTS

Northfield Township Board Meeting
Notes of Regular Meeting
Public Safety Building; 8350 Main Street
January 8, 2013

Thomas noted that hiring of a new Senior Center Director should be on an upcoming agenda.

Otto said this Board is mindful of the community's perception of the Board conduct and it will be working hard to change that.

Dockett urged everyone to buy local and to remember the men and women serving in uniform.

Chick thanked Susan Laity for her many years of excellent service to the community as Senior Center Director.

ADJOURNMENT

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

The meeting adjourned 10:37 P.M.

Submitted by Lisa Lemble.

These notes are an expanded version of the official meeting minutes adopted by the Board of Trustees. Minutes and notes for all meetings are available on the Township's website at http://twp.northfield.mi.us/boards/twp_board

NORTHFIELD TOWNSHIP BOARD AGENDA
March 12, 2013 - - 7:00 PM
8350 Main Street, 2nd Floor

CALL TO ORDER

PLEDGE/INVOCATION

ROLL CALL

CONSENT AGENDA: Minutes, Bills, Other

ADOPT BALANCE OF AGENDA

CALL TO THE PUBLIC

CLOSED SESSION PER MCL 15.268(8)(c) – Contract with Michigan Association of Firefighters

REPORTS

- Department Head Reports
- ZBA Report
- Planning Commission Report

DISCUSSION/ACTION ITEMS

- | | |
|---|----------|
| 1. Discussion on Adams Outdoors | |
| 2. Restitution for 75 Barker Damage | Wagner |
| 3. Discussion on Replacing Sign at 75 Barker Road + | Dockett |
| 4. Discussion on Utility Bill Payments from Tenant at 75 Barker + | Manning |
| 5. Clerk's Compensation for Non-Statutory Duties | Wagner |
| 6. Whitmore Lake Farmer's Market 2013 + | Chick |
| 7. Recommendations from Planning Commission | Chick |
| a) Amendments for AR Agricultural District | Chick |
| b) Amendment to Section 69 – Public Notice | |
| 8. Consider Re-Appointment of Tom Lombardi (WL Tavern) to DDA + | Engstrom |
| 9. Consider German Park Civic Event Permit | Manning |
| 10. Consider Contract for Township Manager Howard Fink | Wagner |
| 11. Consider Appointments to the Parks and Rec Board | Thomas |

2nd CALL TO THE PUBLIC
BOARD MEMBER COMMENTS
ADJOURNMENT

* Denotes previous backup; + denotes no backup in package

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

8350 Main St., P.O. Box 576, Whitmore Lake, MI 48189 Telephone (734) 449-2880 Fax (734) 449-0123 Website: www.twp.northfield.mi.us

NORTHFIELD TOWNSHIP

Township Board

Minutes

March 12, 2013

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
Shelle Manning, Clerk	Present
Kathy Braun, Treasurer	Present
Wayne Dockett, Trustee	Present
Janet Chick, Trustee	Present
Jacki Otto, Trustee	Arrived at 7:04 P.M.
Tracy Thomas, Trustee	Present

Also present:

Wastewater Treatment Plant Superintendent
Tim Hardesty
Public Safety Director William Wagner
Police Lt. Tim Greene
Recording Secretary Lisa Lemble
Members of the community

CONSENT AGENDA:

- Minutes of February 12, 2013
- Bills
- Other

At Dockett's request, Bills and Others were added as agenda items 15 and 16.

- **Motion:** Manning moved, Thomas supported, that the minutes be adopted as presented.
Motion carried 6—0 on a voice vote.

[Otto arrived at this point].

ADOPT BALANCE OF AGENDA

Engstrom added *Michigan Association of Firefighters Contract* as item A, *Extend Wagner's Term as Interim Township Manager* as Item 12, *Senior Center Director* as Item 14, and *Tornado Siren* as Item 15. Chick asked that Item 6 be removed.

- **Motion:** Manning moved, Thomas supported, that the balance of the agenda be adopted as amended.
Motion carried 7—0 on a voice vote.

FIRST CALL TO THE PUBLIC

Mary Devlin, 9221 Brookside, made two comments.

CLOSED SESSION

- **Motion:** Otto moved, Chick supported, that the Board go into closed pursuant to MCL 15.268(8)(c) to consider a contract with the Michigan Association of Firefighters. **Motion carried 7—0 on a roll call vote.**
- **Motion:** Engstrom moved, Thomas supported, that the Board return to open session at 8:42 P.M..
Motion carried 7—0 on a voice vote

REPORTS

Department Heads

Wastewater Treatment Plant. Superintendent Hardesty reported on the DEQ permit for installation of the driveway culvert.

Public Safety/Fire. Chief Wagner reviewed his written report for February.

Township Manager. Interim Township Manager Wagner referred to his written report and answered questions from Dockett about snow removal and ambulance serve.

Public Safety/Police. Lt. Tim Greene reviewed the written February report and answered questions about school patrols monitoring of sex offenders living in the Township, and the Pond Hockey Tournament.

Senior Center. Engstrom referred to the written report. Dockett said the cost to the Township of operating the Center in 2012 was \$581,145 last year.

Zoning Board of Appeals

Otto reported that on February 25th the ZBA granted a variance to allow construction of a pole barn in front of the front line of the house on the site.

Planning Commission

Chick reported that on February 6th the Commission discussed reviewing fees in the future to insure they are fair, and Planner Doug Lewan gave a presentation on non-motorized paths and trails.

Treasurer

Braun reported that she had handed out the final tax settlement for this year and the investment activity for February, and she is making plans for the Township's investment broker and auditor make presentations to the Board in May

BUSINESS ITEMS

A.

Michigan Association of Firefighters Contract

- **Motion:** Manning moved, Chick supported, that the contract between Northfield Township and the Michigan Association of Firefighters for the period beginning July 1, 2009 through June 30, 2015, be approved, and to authorize the Township Clerk and/or Supervisor to sign the contract. **Motion carried 7—0 on a voice vote.**

1.

Adams Outdoor Advertising

- **Motion:** Manning moved, Braun supported, that the *Resolution of No Jurisdiction over Zoning at 8877 Main Street, Northfield Township, Michigan* be approved as presented. **Motion carried 7—0 on a voice vote. Resolution adopted.**

9.

German Park Civic Event Permit

- **Motion:** Manning moved, Thomas supported, that the German Park Recreation Club Event Application with event dates of June 29, July 27, and August 31, 2013, be approved as presented. **Motion carried 7—0 on a voice vote.**
- **Motion:** Manning moved, Otto supported, that the law enforcement services contract between Northfield Township and German Park be approved as presented. **Motion carried 7—0 on a voice vote.**

2.

Restitution for 75 Barker Road Damage

The Board discussed the status of restitution payments from three people for damage caused to 75 Barker Road. The Board agreed to take no further action at this time.

3.

Replacing Sign at 75 Barker Road

The Board discussed the request from the 75 Barker Road to replace the frame for her sign. No action was taken.

4.

Utility Bill Payments from 75 Barker Road Tenant

- **Motion:** Manning moved, Chick supported, that attorney Paul Burns be authorized to send a demand letter to Tina Lupi-Smith, tenant at 75 Barker Road, demanding payment in full of both utilities and rent to bring both current through March 31, 2013, and if payment is not made by March 31st that Burns be authorized to commence eviction and collection proceedings. **Motion carried 7—0 on a voice vote.**

5.

Clerk's Compensation for Non-Statutory Duties

- **Motion:** Chick moved, Thomas supported, that the motion of February 12, 2013, to authorized the supplemental services agreement be amended as follows:
 1. The requirement that the Supervisor execute the Contract be deleted; and
 2. The requirement that Ms. Manning execute the attached Acknowledgment be added.

Motion carried 5—1--1 on a voice vote, Dockett opposed, and Manning abstaining.

6.

Whitmore Lake 2013 Farmer's Market

Removed from the agenda.

7.

Planning Commission Recommendations

- **Motion:** Chick moved, Manning supported, to approve amendments to Article 12, AR—Agricultural District, to amend Section 12.01, Purpose, to state that Rural Density Single Family Residential is a principal use, to amend Section 12.02, Permitted Uses, to clarify and amend the number of animals permitted for non-farm situations based on acreage and to remove language inconsistent with the Michigan Right to Farm Act, to amend Section 12.03, Conditional Uses, to make minor changes including clarifications regarding farm labor housing and gun ranges. **Motion carried 6—1 on a voice vote, Dockett opposed.**
- **Motion:** Chick moved, Manning supported, to approve the amendment of Section 69, Public Notice, Section 69.01.C.1.b to reduce the notification area for actions of the Zoning Board of Appeals to 300 feet of a subject property boundary as opposed to the current 600 feet required for all other public notice. **Motion carried 7—0 on a voice vote.**

8.

Reappointment to Downtown Development Authority of Tom Lombardi (Whitmore Lake Tavern)

- **Motion:** Engstrom moved, Chick supported, that Tom Lombardi be reappointed to the Northfield Township Downtown Development Authority for a term ending June 30, 2016. **Motion carried 7—0 on a voice vote.**

10.

Contract for Township Manager: Howard Fink

- **Motion:** Manning moved, Otto supported, that the employment agreement between Northfield Township

**Northfield Township Board Meeting
Minutes of Regular Meeting
Public Safety Building; 8350 Main Street
March 12, 2013**

and Howard Fink be approved and that the Supervisor and Clerk be authorized to execute the agreement when Fink reports for work on May 1, 2013. **Motion carried 6—1 on a voice vote, Dockett opposed.**

11.

Appointments to Parks and Recreation Board

- ▶ **Motion:** Thomas moved, Otto supported, that Korinne Wotell be appointed to the Northfield Township Parks and Recreation Board. **Motion carried 7—0 on a voice vote.**
- ▶ **Motion:** Thomas moved, Chick supported, that Jennifer DeLisle be appointed to the Northfield Township Parks and Recreation Board. **Motion carried 7—0 on a voice vote.**

12.

Extend Wagner as Interim Township Manager

- ▶ **Motion:** Engstrom moved, Otto supported, that the appointment of William Wagner as Interim Township Manager be extended to May 1, 2013. **Motion carried 7—0 on a voice vote.**

13.

Senior Center Director

- ▶ **Motion:** Manning moved, Chick supported, that Interim Township Manager Wagner be directed to negotiate with Candidate #1 for the position of full-time Senior Center Director. **Motion carried 6—1 on a voice vote, Dockett opposed.**

It was agreed to ask former Director Laity to work for 3-5 days at her previous wage during the transition.

14.

Tornado Siren

Wagner reported Northfield Township has been selected to receive a tornado siren at no charge other than the annual maintenance fee of \$500.

- ▶ **Motion:** Otto moved, Chick supported, that the annual \$500 maintenance fee for a tornado siren be approved. **Motion carried 7—0 on a voice vote.**

15. Bills

Wagner answered questions from Dockett and Otto about truck repairs and medical insurance premiums.

- Motion:** Manning moved, Chick supported, that the bills be paid. **Motion carried 7—0 on a voice vote.**

16.

Other

- ▶ **Motion:** Manning moved, Thomas supported, that all of the items in the consent agenda be approved as presented. **Motion carried 7—0 on a voice vote.**

SECOND CALL TO THE PUBLIC

No comments.

BOARD MEMBER COMMENTS

Board members commented on tax appeals, Board efficiency at this meeting, the high quality of Senior Center Director candidates, improving Township information on the cable TV channel, Senior Center upgrades, and Robert's Rules, and thanked Township staff for their work.

ADJOURNMENT

- ▶ **Motion:** Manning moved, Chick supported, that the meeting be adjourned. **Motion carried 7—0 on a voice vote.**

The meeting adjourned at 9:47 P.M.

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 _____, 2013.

Michele K. Manning, Clerk

Official minutes of all meetings, as well as expanded notes, are available on the Township's website at http://twp.northfield.mn.us/boards/twp_board

NORTHFIELD TOWNSHIP

Township Board

Notes

March 12, 2013

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
Shelle Manning, Clerk	Present
Kathy Braun, Treasurer	Present
Wayne Dockett, Trustee	Present
Janet Chick, Trustee	Present
Jacki Otto, Trustee	Arrived at 7:04 P.M.
Tracy Thomas, Trustee	Present

Also present:

Wastewater Treatment Plant Superintendent
Tim Hardesty
Public Safety Director William Wagner
Police Lt. Tim Greene
Recording Secretary Lisa Lemble
Members of the community

CONSENT AGENDA:

- Minutes of February 12, 2013
- Bills
- Other

At Dockett's request, Bills and Others were added as agenda items 15 and 16.

- **Motion:** Manning moved, Thomas supported, that the minutes be adopted as presented.
Motion carried 6—0 on a voice vote.

[Otto arrived at this point].

ADOPT BALANCE OF AGENDA

Engstrom added *Michigan Association of Firefighters Contract* as item A, *Extend Wagner's Term as Interim Township Manager* as Item 12, *Senior Center Director* as Item 14, and *Tornado Siren* as Item 15. Chick asked that Item 6 be removed.

- **Motion:** Manning moved, Thomas supported, that the balance of the agenda be adopted as amended.
Motion carried 7—0 on a voice vote.

FIRST CALL TO THE PUBLIC

Mary Devlin, 9221 Brookside, commented on Board conduct at the special Board meeting. She also thanked the employees she sees working diligently when she comes into the office.

CLOSED SESSION

- **Motion:** Otto moved, Chick supported, that the Board go into closed pursuant to MCL 15.268(8)(c) to consider a contract with the Michigan Association of Firefighters. **Motion carried 7—0 on a roll call vote.**
- **Motion:** Engstrom moved, Thomas supported, that the Board return to open session at 8:42 P.M..
Motion carried 7—0 on a voice vote

REPORTS

Department Heads

Wastewater Treatment Plant. Superintendent Hardesty reported that the DEQ permit for installation of the driveway culvert had been received, so bid documents can now be prepared and sent out to contractors. He also noted the Mr. Spirl has completed his 90 day probation period is an excellent employee.

Public Safety/Fire. Chief Wagner reviewed his written report for February and noted that the department had responded to the fatal accident on US-23 yesterday.

Township Manager. Interim Township Manager Wagner referred to his written report. Dockett said he hopes the amounts spent this season will be available to the Board next year to help it in making a decision about the contract at that time. In answer to a question from Dockett, Wagner said Northfield Township is next in line to get an ambulance from Huron Valley Ambulance and they are interested in renting space at the North Territorial Road Fire Station. He said that would greatly improve response times in the Township.

Public Safety/Police. Lt. Tim Greene reviewed the written February report. In answer to a question from Dockett, Greene said officers are instructed to park on school property during student pick-up and drop-off times to do

**Northfield Township Board Meeting
Notes of Regular Meeting
Public Safety Building; 8350 Main Street
March 12, 2013**

paperwork, and an officer has been instructed to stop at schools and talk to administrators and walk the hallways during school hours. At Otto's request Greene described the reporting procedure for monitoring sex offenders living in the Township. In answer to a question from Chick, Greene said officers to a good job of monitoring car speeds in the downtown area, and they provide a balance of tickets and warnings. In answer to a question from Dockett, Wagner said there were problems during the Pond Hockey event with alcohol leaving the beer tent and with people parking along Main Street. Dockett said this is still a nice activity for the Township.

Senior Center. Engstrom referred to the written report. Dockett said while he had previously stated that the cost to the general fund of operating the senior center was \$125,000, the Center also takes in funds, so the actual cost from the general fund was \$381,145 last year.

Zoning Board of Appeals

Otto reported that on February 25th the ZBA granted a variance to allow construction of a pole barn in front of the front line of the house on the site, and since this is a common request, Zoning Administrator Kurt Weiland will be bringing a proposed change to the zoning ordinance regarding this.

Planning Commission

Chick reported that on February 6th the Commission discussed reviewing fees in the future to insure they are fair, an Planner Doug Lewan gave a presentation on non-motorized paths and trails.

Treasurer

Braun reported that she had handed out the final tax settlement for this year and the Investment activity for February, and she is making plans for the Township's investment broker and auditor make presentations to the Board in May

BUSINESS ITEMS

A.

Michigan Association of Firefighters Contract

- **Motion:** Manning moved, Chick supported, that the contract between Northfield Township and the Michigan Association of Firefighters for the period beginning July 1, 2009 through June 30, 2015, be approved, and to authorize the Township Clerk and/or Supervisor to sign the contract.
Motion carried 7—0 on a voice vote.

1. Adams Outdoor Advertising

Mitchell Gasche, Director of Real Estate for Adams Outdoor Advertising, referred to a resolution regarding the jurisdiction over the site containing Adams' signs.

- **Motion:** Manning moved, Braun supported, that the *Resolution of No Jurisdiction over Zoning at 8877 Main Street, Northfield Township, Michigan* be approved as presented. **Motion carried 7—0 on a voice vote.**
Resolution adopted.

9. German Park Civic Event Permit

The President of German Park, John Mueller, referred to the civic event permit application for their 2013 events. In answer to a question from Dockett, Wagner said the police services contract has been agreed upon.

- **Motion:** Manning moved, Thomas supported, that the German Park Recreation Club Event Application with event dates of June 29, July 27, and August 31, 2013, be approved as presented.
Motion carried 7—0 on a voice vote.

- **Motion:** Manning moved, Otto supported, that the law enforcement services contract between Northfield Township and German Park be approved as presented.
Motion carried 7—0 on a voice vote.

2. Restitution for 75 Barker Road Damage

Dockett referred to the records regarding restitution payments made by three young people who had agreed to pay for damages they caused to this Township property. He questioned whether the Township should make additional attempts to collect the remaining amounts. Wagner said Police Department staff have attempted to verify payments made where no specific information was recorded, but he questioned whether it is cost effective to continue to spend staff time on this. Check questioned whether a collection agency could be used. Wagner said fees for those services are about 40% of the amount collected. Otto said small claims suits are relatively inexpensive. Dockett noted that collection attempts would still be necessary.

Thomas said he does not want to think the "Paid in Full" notations on two of these three accounts was written falsely, and given the small amount remaining on the other account it does not seem wise to spend additional time on this. Dockett noted that on the remaining account it appears that payments have been made occasionally, and may continue to be made. Thomas recommended in the future that such offenders be prosecuted so restitution can be monitored by the court.

**Northfield Township Board Meeting
Notes of Regular Meeting
Public Safety Building; 8350 Main Street
March 12, 2013**

**3.
Replacing Sign at 75 Barker Road**

Manning recalled that when National Staffing moved into this building they put up a sign, but the frame and the sign were removed as part of the non-motorized pathway project. She said the frame has been destroyed, but National Staffing still has the actual sign insert and they are asking for the Township to replace the frame. Dockett said he does not want to talk about that until the renter has paid the large amount it owes for utilities. Manning said the renter asked about this several months ago. Wagner said this is not covered in the rental agreement, and he discussed this with the renter several months ago.

**4.
Utility Bill Payments from 75 Barker Road Tenant**

Wagner reported that after the last Board meeting when this was discussed he hand-delivered to the tenant a letter listing the amounts due for utilities. He said he invited her via email to attend this meeting, but he has not heard from her. He said he also left a bill for her for repair of a furnace which is her responsibility per the rental agreement.

Manning said the renter told her last week she will be bringing a check for at least half of what is owed, but she is concerned that the utility bills are for the entire building, including the portion she does not use. Wagner said he has not seen any payment, and while investigating this it was also discovered that she appears to be two months behind in rent payments.

There was discussion about how to proceed. Manning suggested checking the lease to determine what provisions are in it regarding this. Township attorney Paul Burns said the normal process would be to authorize him to send a demand letter for payment, and if there is no response after 10-15 days, to authorize him to pursue eviction.

- **Motion:** Manning moved, Chick supported, that attorney Paul Burns be authorized to send a demand letter to Tina Lupi-Smith, tenant at 75 Barker Road, demanding payment in full of both utilities and rent to bring both current through March 31, 2013, and if payment is not made by March 31" that Burns be authorized to commence eviction and collection proceedings. **Motion carried 7—0 on a voice vote.**

**5.
Clerk's Compensation for Non-Statutory Duties**

Chick referred to the memo from attorney Brad Maynes.

- **Motion:** Chick moved, Thomas supported, that the motion of February 12, 2013, to authorize the supplemental services agreement be amended as follows:

1. The requirement that the Supervisor execute the Contract be deleted; and
2. The requirement that Ms. Manning execute the attached Acknowledgment be added.

Township Attorney Paul Burns explained that this will protect the Township because it will reduce the Clerk's pay to the level set by the Board for her statutory duties once the new Township Manager takes over the non-statutory duties she is currently performing.

Otto referred to the information Chick had provided to Board members about when an elected official is considered to be an employee.

Motion carried 5—1--1 on a voice vote, Dockett opposed, and Manning abstaining.

**6.
Whitmore Lake 2013 Farmer's Market**

Removed from the agenda.

**7.
Planning Commission Recommendations**

Amendments to Agricultural District (AR).

- **Motion:** Chick moved, Manning supported, to approve amendments to Article 12, AR—Agricultural District, to amend Section 12.01, Purpose, to state that Rural Density Single Family Residential is a principal use, to amend Section 12.02, Permitted Uses, to clarify and amend the number of animals permitted for non-farm situations based on acreage and to remove language inconsistent with the Michigan Right to Farm Act, to amend Section 12.03, Conditional Uses, to make minor changes including clarifications regarding farm labor housing and gun ranges.

Dockett said Planning Commissioners are extortionists and property owners should have the right to do what they want with their property.

Motion carried 6—1 on a voice vote, Dockett opposed.

Amendment to Section 69—Public Notice.

- **Motion:** Chick moved, Manning supported, to approve the amendment of Section 69, Public Notice, Section 69.01.C.1.b to reduce the notification area for actions of the Zoning Board of Appeals to 300 feet of a subject property boundary as opposed to the current 600 feet required for all other public notice.

In answer to a question from Dockett, Chick explained that this will return the notice area for ZBA cases from 600 to

**Northfield Township Board Meeting
Notes of Regular Meeting
Public Safety Building; 8350 Main Street
March 12, 2013**

300 feet, but notifications for other matters—zoning changes, for example—will remain 600 feet.

Motion carried 7—0 on a voice vote.

**8.
Reappointment to Downtown Development
Authority of Tom Lombardi
(Whitmore Lake Tavern)**

Engstrom said Chair Barbara Griffith asked for this reappointment.

- **Motion:** Engstrom moved, Chick supported, that Tom Lombardi be reappointed to the Northfield Township Downtown Development Authority for a term ending June 30, 2016. **Motion carried 7—0 on a voice vote.**

**10.
Contract for Township Manager:
Howard Fink**

Wagner noted this was already reviewed by the Board in closed session, and the only change since that time is language indicating his benefits will be the same as provided to department heads. He said the start date will be May 1st, Fink has signed the agreement, and Fink has indicated he passed the required physical examination.

- **Motion:** Manning moved, Otto supported, that the employment agreement between Northfield Township and Howard Fink be approved and that the Supervisor and Clerk be authorized to execute the agreement when Fink reports for work on May 1, 2013.

Manning answered questions from Dockett about the benefits plan and severance terms. Dockett asked if Wagner agrees with the terms of the agreement. Burns explained that if Fink is terminated for reasons other than for cause during the first two years he would be entitled to six months' severance, but no severance would be due for dismissal after the first two years. He added, however, that the contract renews automatically every two years without the severance provision.

Motion carried 6—1 on a voice vote, Dockett opposed.

Wagner recommended holding a brief informal open house to meet Fink during the week prior to his start date. It was agreed to do this.

**11.
Appointments to Parks and Recreation Board**

- **Motion:** Thomas moved, Otto supported, that Korinne Wotell be appointed to the Northfield Township Parks and Recreation Board.
Motion carried 7—0 on a voice vote.

- **Motion:** Thomas moved, Chick supported, that Jennifer DeLisle be appointed to the Northfield Township Parks and Recreation Board.
Motion carried 7—0 on a voice vote.

**12.
Extend Wagner as Interim Township Manager**

- **Motion:** Engstrom moved, Otto supported, that the appointment of William Wagner as Interim Township Manager be extended to May 1, 2013.
Motion carried 7—0 on a voice vote.

**13.
Senior Center Director**

Wagner said he received the ratings of candidates from former Director Laity and Board members, and asked for direction on how to proceed. The Board shared their impressions of the candidates. Thomas said the candidate who received the best scores from everyone—Candidate #1—would make a very good hire. Otto and Manning agreed, noting that it was a somewhat difficult decision between Candidate #1 and #2. Braun and Chick also agreed.

- **Motion:** Manning moved, Chick supported, that Interim Township Manager Wagner be directed to negotiate with Candidate #1 for the position of full-time Senior Center Director. **Motion carried 6—1 on a voice vote, Dockett opposed.**

Wagner noted that former Director Laity has offered to return to work in the Center temporarily during the period before the Director begins, and also to provide the new Director with a short period of training. It was agreed to ask Laity to provide 3-5 days of transition at her previous wage.

**14.
Tornado Siren**

Wagner said Mark Breckenridge of Washtenaw County informed him today that Northfield Township has been selected to receive a tornado siren at no charge other than the annual maintenance fee of \$500.

- **Motion:** Otto moved, Chick supported, that the annual \$500 maintenance fee for a tornado siren be approved.

In answer to a question from Dockett, Wagner said it might not be necessary to pay this fee until the next year's budget. Manning said this would be a Repairs and Maintenance general fund expense.

Motion carried 7—0 on a voice vote.

**Northfield Township Board Meeting
Notes of Regular Meeting
Public Safety Building; 8350 Main Street
March 12, 2013**

15. Bills

In answer to questions from Dockett, Wagner said the repair to the F550 was covered by insurance, but a hinge on a door and brakes on a utility vehicle were paid for by the Township. Dockett called attention to fees charged by attorneys and the Township planning consultant.

Dockett said he hopes the 17 trips to the Post Office listed on mileage reimbursement requests in January and February are the last the board will see as the Board has since directed the Interim Township Manager to pick up the mail.

In answer to a question from Otto, Manning said the \$6,200 medical insurance premium listed was the monthly premium, but that may be slightly higher than usual because of a new employee.

Motion: Manning moved, Chick supported, that the bills be paid. **Motion carried 7—0 on a voice vote.**

**16.
Other**

- **Motion:** Manning moved, Thomas supported, that all of the items in the consent agenda be approved as presented. **Motion carried 7—0 on a voice vote.**

SECOND CALL TO THE PUBLIC

No comments.

BOARD MEMBER COMMENTS

Property Taxes. Dockett reminded everyone that they can protest their taxes at the Board of Review March 13-15 if they feel they are too high.

Thank you. Chick thanked all of the Township staff for the work they do for the Township.

Thomas thanked Board members for meeting on short notice to interview Senior Center candidates. He said all six candidates were all qualified and there would not have been a bad choice of any of them. He also noted that the Board did a good job addressing all of the business scheduled for this meeting and the meeting that was canceled on February 26th.

Cable TV Information. Otto made a suggestion for improving how Township information appears on Channel 99 on cable TV. Wagner said he can make those changes.

Preparation for May Meeting. Otto asked that plans be discussed at the next Board meeting for department heads and others as appropriate to address audit and budget items at the May meeting when the auditor is scheduled to be present.

Senior Center Improvements. Engstrom asked that any decision on about paint and carpet for the Senior Center be delayed until the new budget has been developed.

Roberts Rules. Engstrom said according to the Michigan Township's Association the Supervisor does not need to be the parliamentarian at meetings under Robert's Rules or Order.

ADJOURNMENT

- **Motion:** Manning moved, Chick supported, that the meeting be adjourned.
Motion carried 7—0 on a voice vote.

The meeting adjourned at 9:47 P.M.

Submitted by Lisa Lemble.

These notes are an expanded version of the official meeting minutes adopted by the Board of Trustees. Minutes and notes for all meetings are available on the Township's website at http://twp.northfield.nj.us/boards/twp_board



LAW OFFICE OF PAUL E. BURNS

Attorneys at Law
133 West Grand River
Brighton, Michigan 48116
(810) 227-5000 FAX (810) 220-5895

Paul E. Burns
Bradford L. Maynes
Heather K. Kitson

ATTORNEY-CLIENT PRIVILEGED CONFIDENTIAL COMMUNICATION

March 7, 2013

VIA ELECTRONIC MAIL

Northfield Township Board of Trustees
NORTHFIELD TOWNSHIP
8350 Main Street
P.O. Box 576
Whitmore Lake, Michigan 48189-0576

Re: Employment Contract

Dear Board of Trustees:

Attached please find a proposed employment contract between Northfield Township and Mr. Howard Fink. The contract has been executed by Mr. Fink and is in a form which our office recommends to the Township Board for approval. Mr. Wagner is contacting Mr. Fink to obtain a start date from Mr. Fink.

If you have any questions, please do not hesitate to contact my office.

Very truly yours,

Paul E. Burns

PEB:lj

encl

cc: Mr. William Wagner
Ms. Michele Manning
Mr. Dennis Gabrian

*Manning/Otto
Start 5/1/2013*

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:

By:
Its: Township Clerk



Compliance NfldBOT <compliance.nfldbot@gmail.com>

Van Curler & Fink's contract

David Gordon <djg392dimples@gmail.com>
To: Jackie Otto <ottoj@twp.northfield.mi.us>

Tue, May 3, 2016 at 12:08 PM

Hi Jackie:

Thanks for asking some questions yesterday regarding the VanCurler property. I always felt that was one of the most important responsibilities of a Trustee - asking questions, demanding answers, and not trusting the "experts".

As I've said before, of all the candidates seeking re-election, you're my favorite. I have no intention of "throwing you under the bus", as you said. However, there are criticisms that will be leveled against the current Board and their actions.

I am sharing my thoughts with you in the hopes that you will take them to heart and join Mr. Dockett in questioning the so-called professional advice you're getting, and all the spending that's attached to it.

If you're interested in hearing what I think, let me know. If you'd like me to stop sharing my thoughts, that's no problem. I'm getting older every day and don't have time to waste.

Warm Regards,
David Gordon

#####

PS - You told me in our last discussion that Mr. Fink's contract was renewed in February. I'm curious why, because the June 10, 2014 Board minutes reflect that Mr. Fink's contract was extended until Nov. 20, 2016.

PPS - Did Mr. Fink also get a raise in the new contract. I am going to FOIA it.

Sincerely,
David Gordon



Compliance NfldBOT <compliance.nfldbot@gmail.com>

RE: Fwd: 2016 Candidate Questionnaire

1 message

Thu, May 26, 2016 at 7:09 AM

----- Original message -----

From: Jacqueline Otto <ottoj@Northfieldmi.gov>
Date: 5/25/2016 12:32 AM (GMT-05:00)
To: jchick711 <jchick711@aol.com>
Subject: RE: Fwd: 2016 Candidate Questionnaire

I would like to see the staff increase requests outside of the budget. With all the figures, the increases get lost. Some are getting hefty raises while others are at 3%. If we are to give 3% across the board, then maybe, but I'm not going to give him a merit increase too...not at this time. If things turn out that he's available after the elections for the next board, that board can make the decision on his fate.

Get Outlook for Android

On Mon, May 23, 2016 at 5:05 PM -0700, "jchick711" <jchick711@aol.com> wrote:

He is looking for cost of living increases for staff too.
Don't like the liquor license ad either. Looks trashy. There has to be another way to get the word out.

Sent via the Samsung GALAXY S® 5, an AT&T 4G LTE smartphone

----- Original message -----

From: Jacqueline Otto <ottoj@Northfieldmi.gov>

Date: 5/23/2016 7:54 PM (GMT-05:00)

To: jchick711 <jchick711@aol.com>

Subject: RE: Fwd: 2016 Candidate Questionnaire

You mean Howard asking for a 3% and an added merit increase...hell no. He's a contracted employee...he should have negotiated it in his contract.

Get Outlook for Android

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Jennifer Carlisle

From: Howard Fink [finkh@Northfieldmi.gov]
Sent: Friday, August 05, 2016 12:33 PM
To: Jennifer Carlisle (carlislej@twp.northfield.mi.us)
Subject: FW: FOIA
Attachments: FOIA Tetreau, Patrick 2016-07-11 response and on-line info.pdf; Job Description Twp Mgr.doc; Board Retreat Guideline.docx

Howard Fink
Northfield Township Manager
8350 Main St., Ste. A
Whitmore Lake, MI 48189
Phone: (734) 449-2880 x 12
Fax: (734) 449-0123

From: Howard Fink
Sent: Monday, July 11, 2016 3:50 PM
To: 'patrick.tetreau@att.net'
Cc: Angela Westover; 'Maynes, Bradford'; Burns, Paul; Jennifer Carlisle (carlislej@twp.northfield.mi.us)
Subject: FOIA

Dear Mr. Tetreau,

FOIA information attached.

Sincerely,

Howard Fink
Northfield Township Manager
8350 Main St., Ste. A
Whitmore Lake, MI 48189
Phone: (734) 449-2880 x 12
Fax: (734) 449-0123

From: Pat Tetreau [<mailto:patrick.tetreau@att.net>]
Sent: Tuesday, July 05, 2016 9:18 PM
To: Howard Fink
Cc: Angela Westover; Maynes, Bradford; burns@peblaw.net
Subject: Re: FOIA

Dear Mr. Fink:

Thank you for your FOIA response to my request dated May 19, 2016, and received by your office on May 24, 2016.

I find the paperwork you provided lacking and incomplete. Please note my requests listed below.

1- According to the contract terms - Item #2 "DUTIES", there should be a "job description", which has not been provided. Please provide this.

2 - According to the contract terms - Item #4-A: "PERFORMANCE EVALUATION", the "review and evaluation shall be in accordance with specific criteria developed jointly by the Township and Employee." Please provide this "specific criteria".

Please also provide the completed evaluation forms filled out by Board members. Since this is to be done annually, by seven Board Members, during the last three years, there should be 21 separate evaluations available.

3 - According to the contract terms - Item #4-B: "PERFORMANCE EVALUATION", the language states "the Board and Employee shall define such goals and performance objectives...". Please provide these "goals and objectives" that are being used to evaluate our manager.

It is my understanding that Michigan law precludes you from withholding public employee reviews from public scrutiny. If you are not providing these reviews intentionally, then please cite your legal justification.

Also, there are documents that have been redacted. According to FOIA, anything redacted must be accompanied with a written justification, which has not been included. Please provide this.

Sincerely,

Patrick R. Tetreau
248-207-4824

On Friday, May 27, 2016 1:49 PM, Howard Fink <finkh@Northfieldmi.gov> wrote:

Hi Patrick,

We are in receipt of your Freedom of Information Act Request dated May 19, 2016 and Received in the Township Offices on May 24, 2016. We are informing you that we are taking the extension of 10 business days in which to respond to the requests, pursuant to MCL 15.235(2)(d).

Sincerely,
Howard Fink

Howard Fink
Northfield Township Manager
8350 Main St., Ste. A
Whitmore Lake, MI 48189
Phone: (734) 449-2880 x 12
Fax: (734) 449-0123

Northfield Township Board Retreat

Intentions: The first part of the Retreat will be to get a sense of each board member's expectations for the evening's meeting. A synopsis has been provided. Was anything missed?

Step 1: Goals – The intention of this step is to give us some general goals and direction based on the previous discussion that will later be broken down into smaller projects related to each goal. (Please refer to the Sample List of goals provided as an outline.) I expect that these first few steps should take us approximately an hour to complete.

Step 2: Prioritizing – Based on the list we have created, which are the priorities? We will go through each Goal from the list we created above, and identify priorities for each goal through "dot voting".

Step 3: Goal-related Projects - Create goal-related Projects from the list of Goals that was created in Step 1. This part of the exercise is intended to give us groupings of Projects that together will assist in reaching each of the Goals from Step 1. This section, which I hope to spend the most amount of time with, is where the board will begin to drill down to specific action items / projects they would like completed within the next two years.

Step 4: Action Items - Create Specific Action items from each project. This final section will help establish specific action items, preliminary time lines, and any challenges that should be identified.

1. Identify Action Items
2. Identify preliminary time-lines
3. Identify challenges / and ideas to overcome challenges

Northfield Township Township Manager

SUMMARY:

Serves as the Chief Administrative Officer and Personnel Manager for implementing the policies and directives of the Board of Trustees. Provides overall coordination of all Township operations and directs Township operations. Oversees the management and direction of all Township departments, enterprises, and consulting services. Under the Uniform Budget and Accounting Act, maintains responsibility and oversight of the preparation of the annual budget.

RESPONSIBILITIES:

- Serve as Chief Administrative Officer.
- Serve as Personnel Manager.
- Administer Union and Non-Union contracts.
- Provide policy analysis to Township Board on proposed legislation and programs.
- Manage departmental and enterprise managers.
- Direct section administrators.
- Coordinate with the Clerk's Office, development of Township Board agenda and background information, and assist in establishing Board agendas following their recommendations.
- Manage Township projects and initiatives.
- Ensure implementation of Township policy and procedure.
- Oversee all contract administration.
- Under the Uniform Budget and Accounting Act, maintain responsibility and oversight of the preparation of the annual budget.
- Oversee Freedom of Information Act coordinator, maintain responsibility for F.O.I.A denials.
- Investigate citizen complaints.
- Facilitate intergovernmental coordination.

- Ensure all departments, enterprises, and administrative functions operate consistent with State and Federal laws.
- Review and report on legislative changes affecting Northfield Township, responding to citizen inquiries as well as inquiries from other sources such as governmental agencies, outside vendors, auditors, attorneys and the press.
- Attend all meetings of the Township Board of Trustees. Provide key information related to the financial and operational issues of the discussion.
- Recommend administrative policies, projects, procedures, ordinances, and planning objectives to the Township Board.
- Develop and implement operational and administrative procedures and programs designed to increase efficiency and reduce costs.
- Coordinate and provide support for the activities of the Township's Commissions and Committees.
- Provide general oversight of all functions of the Township and the Township Board's behalf; conduct research and perform administrative duties as delegated by the Board of Trustees.
- Act as Personnel Officer for the Township. Responsible for performance reviews of all department heads and non-union personnel.
- Supervise and coordinate the utilization of all contracted services including, but not limited to, legal, engineering, accounting, architectural, planning and assessing within statutory guidelines.
- Supervise and coordinate other duties as may be required by ordinance or at the direction of the Township Board.
- Perform other duties as required.

GENERAL INFORMATION

Education / Experience:

- Bachelor's Degree in Public Administration, or related field, with significant experience. Master's Degree level preferred. Extensive experience without a Bachelor's Degree would be considered.
- Minimum of five years of progressively more responsible administrative experience in municipal government involving budget preparation, personnel administration, finance, as well as planning and policy development. Prior experience as a Township Manager is beneficial.

- Excellent customer service skills and ability to work in a fast pace environment.
- Must be able to work in a team oriented office setting and maintain cooperative working relationships with staff, public officials, and the public.
- Comprehensive ability to effectively utilize a personal computer, and related word processing, spreadsheet, and database management programs.
- Excellent verbal and written communications skills, and ability to constructively deal with conflict and afford effective resolutions.
- Proven ability to organize and manage competing priorities.

Hours:

Full-time

Benefits:

As provided under Employee Handbook

Starting Salary:

Negotiable

Reports to:

Township Board of Trustees

NORTHFIELD TOWNSHIP MICHIGAN

July 11, 2016

Re: Freedom of Information Act Request

Dear Mr. Tetreau,

I am in receipt of your secondary FOIA request. For part of the FOIA request, we are taking a 10 day extension, pursuant to MCL 15.235(2)(d). The following documents and answers to additional questions are as follows:

- With Respect to item number 1, the Job Description is attached.
- With Respect to Item number 2, the evaluation form that was previously provided was developed jointly by myself and the Board listing the specific criteria for my personnel review and evaluation.
- With Respect to Item number 3, the goals and objectives from the Township Board for 2015 and 2016 can be found on-line. There were no goals developed for 2014. My assistant has provided a list of Board meeting dates when these goals were discussed (see attached). Specific goals and objectives related to my performance were not developed.
- With Respect to my performance evaluations from individual board members, legal counsel is currently researching if those remain closed documents.
- With Respect to documents that have been redacted, we have already provided you with the accompanied written justification. Regarding the e-mails, the information that was redacted was correspondence that was not relevant to your FOIA request.

Sincerely,



Howard Fink
Northfield Township Manager
FOIA Coordinator

NORTHFIELD TOWNSHIP MICHIGAN

Dear Mr. Tetreau,

In response to your FOIA request dated July 5, 2016, the following requested information is available on-line.

Our web address is www.twp-northfield.org, then click on the brown button labeled "Notices, Agendas & Minutes".

Under "*Board of Trustees Meeting Packets*", and "*Board of Trustees Minutes*":

February 27, 2015 Board Retreat Minutes

March 24, 2015 Packet (pg. 64) & Minutes

April 28, 2015 Packet (pgs. 25-37) & Minutes

November 24, 2015 Agenda item (no documentation in packet) & Minutes

January 26, 2016 Packet (Pgs. 78-79) & Minutes

Sincerely,



Jennifer Carlisle

Assistant to the Township Manager