

Table of Contents

Agenda	2
COAM Command Officers Collective Bargaining Agreement Request for Board Action - COAM Command Officers CBA	3
Amendment to Water and Sewer System Ordinance - Revised Use Factor Schedule Request for Board Action - Amendment to Water and Sewer Ordinance - Revised Use Factor Schedule	4
Ann Arbor Road Corridor Improvements - MDOT Resolution Request for Board Action - Ann Arbor Road Corridor Improvements - MDOT Resolution	12

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING**

Thursday, June 06, 2013
6:00 PM



A. CALL TO ORDER at _____ P.M.

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL: Kay Arnold _____, Nancy Conzelman _____, Chuck Curmi _____,
Bob Doroshewitz _____, Ron Edwards _____, Mike Kelly _____,
Richard Reaume _____

D. APPROVAL OF AGENDA

Special Meeting - Thursday, June 06, 2013

E. PUBLIC COMMENTS AND QUESTIONS

F. CLOSED SESSION:

At _____ p.m., _____ moved that a closed session be called for purposes of discussing union contract negotiations. This is a permissible purpose under the Michigan's Open Meeting Act, Public Act No. 267, Article 15.268, Section 8, Paragraph (c).

Seconded by _____

Arnold ___ Conzelman ___ Curmi ___ Doroshewitz ___ Edwards ___ Kelly ___ Reaume ___

At _____ p.m., _____ moved to return to open session. Seconded by _____

Arnold ___ Conzelman ___ Curmi ___ Doroshewitz ___ Edwards ___ Kelly ___ Reaume ___

G. NEW BUSINESS

- 1) COAM Command Officers Collective Bargaining Agreement
- 2) Amendment to Water and Sewer System Ordinance - Revised Use Factor Schedule
- 3) Ann Arbor Road Corridor Improvements - MDOT Resolution

H. SUPERVISOR AND TRUSTEE COMMENTS

I. PUBLIC COMMENTS

J. ADJOURNMENT

PLEASE TAKE NOTE: The Charter Township of Plymouth will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at all Township Meetings, to individuals with disabilities at the Meetings/Hearings upon two weeks notice to the Charter Township of Plymouth by writing or calling the following: Human Resource Office, 9955 N Haggerty Road, Plymouth, MI 48170. Phone number (734) 354-3202 TDD units: 1-800-649-3777 (Michigan Relay Services)

**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION**

Meeting date: June 6, 2013

ITEM: COAM – Command Officer Collective Bargaining Agreement

BRIEF:

**ACTION: Approve the Tentative Agreement reached between the COAM –
Command Officers and Plymouth Township bargaining teams.**

DEPARTMENT/PRESENTER(S): Supervisor Richard M. Reaume

BACKGROUND: The previous three (3) year COAM Command Officers CBA – Collective Bargaining Agreement expire December 31, 2011. Bargaining team members have been meeting and reached a tentative agreement on Thursday, May 30, 2013 on a new agreement the would be effective January 1, 2012 through December 31, 2014. COAM command officers ratified the tentative agreement on May 31, 2013. Public Act 54 of 2011 stipulates that the parties to a collective bargaining agreement shall not agree to any retroactive wage or benefit levels or amounts that are greater than those in effect on the expiration date of the collective bargaining agreement.

BUDGET/TIME LINE: General Fund – Law Enforcement Budget / 2013 & 2014

RECOMMENDATION: Approve

PROPOSED MOTION:

I move to approve the Agreement between The Charter Township of Plymouth and the Command Officers Association of Michigan for police officers effective January 1, 2012 through December 31, 2014 as submitted and discussed in closed session.

RECOMMENDATION: Moved by: _____ Seconded by: _____

VOTE: ___ KA ___ CC ___ RD ___ MK ___ RE ___ NC ___ RR

MOTION CARRIED _____ MOTION DEFEATED _____

**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION**

Meeting date: June 6, 2013

ITEM: Amendment to Water and Sewer System Ordinance

BRIEF:

ACTION: Correct the Use Factor Schedule contained in our current Code of Ordinance; Ordinance 1016, Chapter X (ten), Article 3, Section I (one), X-3.055 that was printed in error and passed by the Board of Trustees on August 14, 2012

DEPARTMENT/PRESENTER(S): Supervisor Richard M. Reaume

BACKGROUND: A review of the Code of Ordinance, Ordinance 1016 passed in August 2012 has uncovered some errors that need correction, the most important at this time is the Use Factor Schedule which used by the water and sewer department to calculate Benefit Fees and Taps Fees for new construction. The Use Fee Schedule as passed in August 2012 is included along with a corrected Use Fee Schedule to be approved as a first reading.

BUDGET/TIME LINE: N/A

RECOMMENDATION: **Approve**

PROPOSED MOTION:

I move to approve the first reading of Amendment 4 to Ordinance 1016, Chapter X Water and Sewer, Article 3 Water and Sewer System, Section I, X-3.055 Use Factor Schedule.

RECOMMENDATION: Moved by: _____ Seconded by: _____

VOTE: ___ KA ___ CC ___ RD ___ MK ___ RE ___ NC ___ RR

MOTION CARRIED _____ MOTION DEFEATED _____

STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH

AMENDMENT TO THE WATER AND SEWER ORDINANCE

SUMMARY OF AMENDMENT 4 TO ORDINANCE 1016,
CHAPTER X WATER AND SEWER,
ARTICLE 3 WATER AND SEWER SYSTEM,
SECTION I, X-3.055
USE FACTOR SCHEDULE

AN ORDINANCE OF THE CHARTER TOWNSHIP OF PLYMOUTH TO AMEND ORDINANCE 1016 BY REVISING THE USE FACTOR SCHEDULE, CODIFIED AT CHAPTER X WATER AND SEWER, ARTICLE 3 WATER AND SEWER SYSTEM, SECTION I, X-3.055 OF THE TOWNSHIP CODE, THE WATER AND SEWER SYSTEM ORDINANCE; PROVIDING FOR REVISION OF THE USE FACTOR SCHEDULE; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

THE CHARTER TOWNSHIP OF PLYMOUTH ORDAINS:

SECTION I. AMENDMENT OF ORDINANCE.

Ordinance No. 1016, codified as Section X-3.055 of Section I, Article 3, Chapter X, of the Water and Sewer System Ordinance is amended to revise the Use Factor Schedule which establishes the unit factors to be applied to the Fee Schedule for the types of uses under the Zoning Ordinance.

SECTION II. REPEAL.

This section provides that all Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

SECTION III. SEVERABILITY.

This section provides that any non-enforceable section can be severed from the rest of the Ordinance.

SECTION IV. SAVINGS CLAUSE.

This section provides that adoption of this Ordinance does not affect proceedings, prosecutions for violation of law, penalties and matured rights and duties in effect before the effective date of this Ordinance.

SECTION V. PUBLICATION.

This section provides that the Clerk for the Charter Township of Plymouth shall cause this Ordinance to be published in the manner required by law.

SECTION VI. EFFECTIVE DATE.

This section provides that this Ordinance, as amended, shall take full force and effect upon publication.

Copies of the complete text of this Ordinance are available in the Clerk's office in the Charter Township of Plymouth, 9955 N. Haggerty Road, Plymouth, Michigan 48170, during regular business hours.

STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH

AMENDMENT TO THE WATER AND SEWER ORDINANCE

AMENDMENT 4 TO ORDINANCE 1016
CHAPTER X WATER AND SEWER,
ARTICLE 3 WATER AND SEWER SYSTEM,
SECTION I, X-3.055
USE FACTOR SCHEDULE

AN ORDINANCE OF THE CHARTER TOWNSHIP OF PLYMOUTH TO AMEND ORDINANCE 1016 BY REVISING THE USE FACTOR SCHEDULE, CODIFIED SECTION X-3.055 OF SECTION I, ARTICLE 3, CHAPTER X OF THE TOWNSHIP CODE, THE WATER AND SEWER SYSTEM ORDINANCE; PROVIDING FOR REVISION OF THE USE FACTOR SCHEDULE; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

THE CHARTER TOWNSHIP OF PLYMOUTH ORDAINS:

SECTION I. AMENDMENT OF ORDINANCE.

Ordinance No. 1016, codified as Section X-3.055 of Section I, Article 3, Chapter X, the Water and Sewer System Ordinance is hereby amended to read as follows:

X-3.055. Use Factor Schedule.

(A) Use factor units for the fees enumerated in Sections X-3.04 and X-3.050 will be calculated as follows:

Auto car wash	10.00 units per production line
Auto car wash (self serve)	1.00 unit per stall
Auto dealers (new cars)	1.00 unit plus 0.15 unit per stall
Barber shops	1.00 unit plus 0.10 unit per chair
Bars	1.00 unit per 600 sq. ft.
Beauty shops	1.00 unit plus 0.15 unit per booth/chair

Bowling alleys (excluding bar or restaurant)	1.00 unit plus 0.10 unit per lane
Churches	1.00 unit per 12,000 sq. ft.
Cleaners	1.00 unit per 1,000 sq. ft.
Clinics	1.00 unit plus 0.50 unit per examining room
Convalescent homes	1.00 unit plus 0.50 unit per bed
General rate	1.00 unit per 4,000 sq. ft
Hospitals	1.00 unit plus 0.75 per unit per bed
Hotels and motels (not including restaurants, bar or pools)	0.70 unit per room
Laundry (self serve)	1.00 unit per 200 sq. ft
Multiple family residence	1.00 unit per dwelling unit
Office buildings	1.00 unit per 7,000 sq. ft
Public schools (without pool)	0.20 unit per classroom
Research and engineering	1.00 unit per 6,000 sq. ft
Restaurants	1.00 unit per 600 sq. ft. including kitchen
Schools daycare	0.60 unit per classroom
Service stations	1.00 unit plus 0.15 unit per pump
Single family residence	1.00 unit per dwelling
Stores or other retail establishments	1.00 unit per 4,000 sq. ft.
Swimming pools (residential excluded)	1.00 unit per 2,000 sq. ft. of pool and service building/locker area
Theaters (inside)	1.00 unit plus 0.01 unit per seat
Trailer parks	0.60 unit per trailer space
Uses in industrial zoned areas excepting areas for: A) research and engineering uses, or B) approved special uses or planned unit developments.	1.00 unit per 4,000 sq. ft.

(B) When primary uses contain other secondary uses the total factor shall be the summation of the applicable separate factors, (e.g.: bowling alley factor + bar factor + restaurant factor = total factor). Use factors for uses that do not, in the township's opinion, fit the descriptions listed above will be determined by the Township Board.

SECTION II. REPEAL.

All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance, except as herein provided, are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

SECTION III. SEVERABILITY.

If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

SECTION IV. SAVINGS CLAUSE.

The repeal or amendment herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending litigation or prosecution of any right established or occurring prior to the effective date of this Ordinance, as amended.

SECTION V. PUBLICATION.

The Clerk for the Charter Township of Plymouth shall cause this Ordinance to be published in the manner required by law.

SECTION VI. EFFECTIVE DATE.

This Ordinance, as amended, shall take full force and effect upon publication.

CERTIFICATION

The foregoing Ordinance was duly adopted by the Township Board Trustees of the Charter Township of Plymouth at its regular meeting called and held on the _____ day of _____, 2013, and was ordered to be given publication in the manner required by law.

Nancy Conzelman, Clerk

Introduced: _____
Published: _____
Adopted: _____
Effective upon Publication: _____

Use Factor Schedule passed on August 14, 2012
as part of Recodification

X-3.055. Use Factor Schedule.

(A) Use factor units for the fees enumerated in Sections X-3.04 and X-3.050 will be calculated as follows:

Auto car wash	10.00 units per production line
Auto car wash (self serve)	1.00 unit per stall
Auto dealers (new cars)	1.00 unit plus 0.15 unit per stall
Barber shops	1.00 unit plus 0.10 unit per chair
Bars	1.00 unit per 600 sq. ft.
Beauty shops	1.00 unit plus 0.15 unit per booth/chair
Bowling alleys (excluding bar or restaurant)	1.00 unit plus 0.10 unit per lane
Churches	1.00 unit per 12,000 sq. ft.
Cleaners	1.00 unit per 1,000 sq. ft.
Clinics	1.00 unit plus 0.50 unit per examining room
Convalescent homes	1.00 units per dwelling unit
General rate	1.00 unit per 4,000 sq. ft. 1.00 unit plus 0.75 unit/bed 1.00 unit plus 0.50 unit/bed 0.70 units per room
Hospitals	1.00 unit per 200 sq. ft.
Hotels and motels (not including restaurants, bar or pools)	1.00 unit per 7,000 sq. ft.
Laundry (self serve)	1.00 unit per 6,000 sq. ft.
Multiple family residence	1.00 unit per 600 sq. ft. including kitchen
Office buildings	0.20 units/classroom
Public schools (without pool)	1.00 unit per 4,000 sq. ft.
Research and engineering	0.60 units/classroom
Restaurants	1.00 unit plus 0.15 unit/pump
Schools daycare	
Service stations	
Single family residence	1.00 unit per dwelling
Stores or other retail establishments	

Swimming pools (residential excluded)	1.00 unit per 2,000 sq. ft. of pool and service building/locker area
Theaters (inside)	1.00 unit plus 0.01 unit per seat
Trailer parks	0.60 unit per trailer space
Uses in industrial zoned areas excepting areas for: A) research and engineering uses, or B) approved special uses or planned unit developments.	1.00 unit per 4,000 sq. ft.

**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION**

Meeting date: June 6, 2013

ITEM: Ann Arbor Road Corridor Improvements MDOT Resolution

BRIEF:

ACTION: Approve a Resolution where the portion of the DDA – Downtown Development Authority streetscape improvements on Ann Arbor Road (old M-14) from General Drive to Lauren Boulevard which lie within the MDOT road right-of-way will be under the ownership and control of the Township and shall be maintained by the Township. In addition, MDOT reserves the right to require the removal of all or any portion of the streetscape improvements as needed for highway maintenance or construction purposes without replacement or reimbursement of any costs incurred by the MDOT permitted or other party.

DEPARTMENT/PRESENTER(S): Supervisor Richard M. Reaume

BACKGROUND: See attached.

BUDGET/TIME LINE: N/A

RECOMMENDATION: Approve

PROPOSED MOTION:

I move to approve Resolution No. 2013-06-06-15 to accept ownership and maintenance of the Township streetscape improvements on Ann Arbor Road (old M-14) from General Drive to Lauren Boulevard which lie within the MDOT road right-of-way and will not require replacement or reimbursement of any costs incurred by MDOT permitted or other party.

RECOMMENDATION: Moved by: _____ Seconded by: _____

VOTE: __ KA __ CC __ RD __ MK __ RE __ NC __ RR

MOTION CARRIED _____ MOTION DEFEATED _____

STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH

Resolution No. 2013-06-06-15

RESOLUTION FOR THE ACCEPTANCE OF
ANN ARBOR ROAD STREETScape IMPROVEMENTS

At a Special Meeting of the Charter Township of Plymouth Board of Trustees, Wayne County, Michigan, held at the Township Hall located at 9955 N. Haggerty Road, Plymouth, Michigan on the 6th day of June, 2013 at 6:00 pm.

Whereas, the Charter Township of Plymouth DDA – Downtown Development Authority and the Board of Trustees has authorized streetscape improvements on Ann Arbor Road (old M-14) from General Drive to Lauren Boulevard which lie within the MDOT – Michigan Department of Transportation road right-of-way; and

Whereas, elements of the streetscape improvements shall include brick piers, decorative fencing, plantings, street trees, stamped concrete, irrigation and other landscaping features; and

Whereas, the Township has been requested by MDOT under their permit application process to assume ownership and responsibility to maintain the streetscape improvements; and

Whereas, MDOT has been requested from the Township that streetscape improvements that lie within the MDOT road right-of-way will not require replacement or reimbursement of any costs incurred by MDOT permitted or other party; and

Now, Therefore be it Resolved,

1. The Charter Township of Plymouth Board of Trustees agrees to accept and maintain the Township installed streetscape improvements authorized under the permit within the Ann Arbor Road (old M-14) MDOT road right-of-way from General Drive to Lauren Boulevard at no cost or liability to MDOT.
2. The Charter Township of Plymouth Board of Trustees agrees that MDOT reserves the right to require removal of all or any portion of the streetscape improvements authorized under the permit as needed for highway maintenance or construction purposes without replacement or reimbursement of any cost incurred by the MDOT permitted or other party.

3. The Charter Township of Plymouth Board of Trustees agrees in the event MDOT needs the right-of-way for any future and/or present road projects the Township will remove and/or relocate the streetscape improvements at no cost to MDOT.

CERTIFICATION: I hereby certify that the foregoing is a true and complete resolution adopted by Board of Trustees for The Charter Township of Plymouth at a special meeting held this 6th day of June, 2013.

RESOLUTION No: 2013-06-06-15

**CHARTER TOWNSHIP OF PLYMOUTH
STAFF REQUEST FOR BOARD ACTION**

AGENDA NO. _____

Meeting date: September 14, 2004

ITEM: **Ann Arbor Road Enhancement Grant**

BRIEF:

ACTION: Consider approving Contract and authorizing payment of construction deposit

DEPARTMENT/PRESENTER(S): James D. Anulewicz, Director of Public Services
Terry Croad, McKenna and Associates

BACKGROUND: Bids for the Ann Arbor Road DDA improvements have been received. Part of the project work will be paid for with an MDOT Beautification Grant.

Board action is necessary to allow the project to proceed. See attached McKenna Associates report dated September 8, 2004.

BUDGET/TIME LINE: Funds to be recovered from DDA/Bid Award this month

RECOMMENDATION: Approve

PROPOSED MOTION: I move to adopt Resolution No. ~~0409-14-38~~ to approve the Contract with the MDOT for Beautification Improvements to Ann Arbor Road, and authorize the Supervisor and Clerk to execute same, and further authorize the transfer of \$512,500.00 to MDOT as a deposit towards the Township's share of the project construction cost.

RECOMMENDATION: Moved by: _____ Seconded by: _____
VOTE: _____ KA _____ RE _____ CC _____ DH _____ AM _____ MM _____ SM

MOTION CARRIED: _____ **MOTION DEFEATED:** _____

**STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH**

RESOLUTION NO. 04-09-14-38

**RESOLUTION FOR EXECUTION OF
ANN ARBOR ROAD STREETScape CONTRACT**

Motion by: _____ Supported by: _____

At a regular meeting of the Charter Township of Plymouth Board of Trustees, Wayne County, Michigan, held at the Township Hall located at 42350 Ann Arbor Road, Plymouth, Michigan on the 14th day of September, 2004, at 7:00 p.m.

WHEREAS, on August 8, 2003 the Charter Township of Plymouth ("Township") was notified by the Michigan Department of Transportation ("MDOT") that the Township's Transportation Enhancement Project (ENH200300185) has been awarded for aesthetic improvements along the Ann Arbor Road Corridor; and

WHEREAS, MDOT will partner with the Township to streetscape an eight tenths mile stretch of Ann Arbor Road, extending from Haggerty Road east to Eckles Road; and

WHEREAS, the streetscape project is actually being implemented by the Charter Township of Plymouth Downtown Development Authority ("DDA"); and

WHEREAS, the elements of the streetscape shall include decorative brick paving, ornamental street lighting, street trees, and other landscaping features; and

WHEREAS, the Township has been requested by MDOT to be responsible for the payment of certain costs related to the construction of the streetscape improvements along the Ann Arbor Road Corridor; and

WHEREAS, the terms and conditions of the arrangements between the Township and MDOT are contained in a Contract (copy attached as Exhibit "A") prepared by MDOT and submitted to the Township for execution; and

NOW, THEREFORE, be it resolved that the Township Supervisor, Steven Mann, and Township Clerk, Marilyn Massengill, are hereby authorized to execute said Contract on behalf of the Township.

Roll Call: Ayes:
 Nays:
 Abstain:
 Absent:

Dated: _____

Marilyn Massengill, Clerk

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

Certification

I, Marilyn Massengill, Clerk of the Charter Township of Plymouth, Wayne County, State of Michigan, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Charter Township of Plymouth Board of Trustees at their regular meeting held on September 14th, 2004, the original of which Resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature, this 14th day of September, 2004.

Marilyn Massengill, Clerk

SPECIAL TRUNKLINE
FEDERAL AID PROGRESS PAYMENT
ACT-51 AND ADDED WORK

DAB
Control Section STE 82101
Job Number 76110
Federal Item EE 0187
Federal Project STP 0482(108)
Contract 04-5362

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, hereinafter referred to as the "TOWNSHIP"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, hereinafter referred to as the "PROJECT":

PART A - FEDERAL, STATE, & LOCAL PARTICIPATION

Streetscaping work including decorative brick paving, ornamental street lighting, planting of street trees and other landscaping work along Old Highway M-14 (Ann Arbor Road) from Haggerty Road to east of Eckles Road; together with necessary related work, located within the TOWNSHIP; and

PART B - 100% LOCAL PARTICIPATION

Construction of ornamental fence, an irrigation system; a TOWNSHIP welcome sign, concrete sidewalk (excluding sidewalk located within the right of way for Highway I-275), and additional trees not included in the PART A portion of the PROJECT, both within and outside of the right of way for Old Highway M-14 (Ann Arbor Road) from Haggerty Road to east of Eckles Road; all together with necessary related work, located within the TOWNSHIP.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the PART A portion of the PROJECT, at the request of the DEPARTMENT and the TOWNSHIP, is being programmed with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the "FHWA", for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ENHANCEMENT ACTIVITIES
SURFACE TRANSPORTATION PROGRAM

4/25/88 adwkfa51.for 7/15/04

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be:

PART A:	\$ 799,200
PART B:	<u>\$ 512,500</u>
TOTAL:	\$1,311,700

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The TOWNSHIP hereby consents to the designation of the PROJECT as a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including the costs of physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering; and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The TOWNSHIP shall make available to the PROJECT, at no cost, all lands required; therefore, now owned by it or under its control for purpose of completing said PROJECT. The TOWNSHIP shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the TOWNSHIP. That portion of the PROJECT which lies within the right of way under the control or ownership by the TOWNSHIP shall become part of the TOWNSHIP facility upon completion and acceptance of the PROJECT and shall be maintained by the TOWNSHIP in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of TOWNSHIP right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

6. The TOWNSHIP will approve the design of the PROJECT and shall accept full responsibility for the design with respect to the facilities functioning as a part of the TOWNSHIP'S facilities. Any approvals by the DEPARTMENT are for its own purposes and are not to nor do they relieve the TOWNSHIP of liability for any claims, causes of action or judgments arising out of the design of the facilities.

7. The PART A portion of the PROJECT COST shall be met in part by contributions from agencies of the Federal Government in the ratio of 55 percent. The DEPARTMENT and the TOWNSHIP shall contribute the remainder of the cost for PART A in the ratios of 20 percent and 25 percent respectively. The PART B portion of the PROJECT shall be paid in its entirety by the TOWNSHIP.

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	TOTAL ESTIMATED COST	FED AID	BALANCE AFTER FEDERAL AID	DEPT'S SHARE	TOWNSHIP'S SHARE
PART A	\$ 799,200	\$439,600	\$359,600	\$159,800	\$199,800
PART B	\$ 512,500	\$ 0	\$512,500	\$ 0	\$512,500
TOTAL	\$1,311,700	\$439,600	\$872,100	\$159,800	\$712,300

Participation, if any, by the TOWNSHIP in the acquisition of trunkline right-of-way for PART A of the PROJECT shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made therefore and approved by the Federal government, shall be deducted from the total PROJECT COST prior to determining the TOWNSHIP'S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

The engineering costs will be apportioned in the same ratio as the actual direct construction costs.

↳ part of construction costs

8. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the TOWNSHIP on a biweekly basis for the TOWNSHIP'S share of the cost of work performed to date, less all payments previously made by the TOWNSHIP. No biweekly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the TOWNSHIP.

9. In order to fulfill the obligations assumed by the TOWNSHIP under the provisions of this contract, the TOWNSHIP shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the TOWNSHIP will be based upon the TOWNSHIP'S share of the actual costs incurred less Federal Aid earned as the work on the PROJECT progresses.

10. For the PART B portion of the PROJECT, the TOWNSHIP will deposit with the DEPARTMENT the following amount which will be used by the DEPARTMENT for working capital for the contracted work and costs incurred by the DEPARTMENT in connection with the PROJECT:

DEPOSIT - \$512,500

The total deposit will be billed to the TOWNSHIP by the DEPARTMENT and shall be paid by the TOWNSHIP within thirty (30) days after receipt of bids for the PROJECT.

11. It is understood that the TOWNSHIP is the owner of the facilities constructed as the PROJECT, and that said facilities may require special or unusual operation and/or maintenance. The TOWNSHIP certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required.

On projects for the construction of bikeways, the TOWNSHIP will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

On projects involving the restoration of historic facilities, the TOWNSHIP agrees that the project will not be advertised for bids until the owner of such facilities has granted an historic preservation easement to the State of Michigan in accordance with 1995 PA 60, for the purpose of insuring that the historic property will be preserved. The TOWNSHIP also agrees that such facilities shall be maintained and repaired by the TOWNSHIP or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the TOWNSHIP agrees to perform, or cause to be performed, at no cost to the DEPARTMENT, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 6.50.13 of the DEPARTMENT'S Standard Specifications for Construction. The TOWNSHIP shall maintain all plantings following completion of said period of establishment.

Failure of the TOWNSHIP to fulfill its responsibilities as outlined herein may disqualify the TOWNSHIP from future Federal-aid participation in Transportation Enhancement projects or in other projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the TOWNSHIP to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the TOWNSHIP in meeting program guidelines in order to qualify for available funds.

When providing approvals, reviews, inspections and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

13. Upon completion of construction, the PART B portion of the PROJECT shall be operated and maintained by the TOWNSHIP at no cost to the DEPARTMENT.

14. With respect to that portion of the PROJECT under the jurisdiction of the TOWNSHIP:

A. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the TOWNSHIP. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the TOWNSHIP of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability control or jurisdiction.

B. When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

15. The TOWNSHIP certifies, by execution of this contract, that, upon completion of construction of the PROJECT and at no cost to the PROJECT or the DEPARTMENT, it will:

- A. Properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required.
- B. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior approval of the DEPARTMENT and the FHWA.
- C.
 - (1) Within 10 days of any ceremony to be held in connection with the PROJECT, notify the DEPARTMENT.
 - (2) When issuing any news release or promotional material regarding the PROJECT, give the DEPARTMENT and FHWA credit for participation in the PROJECT.
 - (3) Upon completion of all PROJECT work, within 60 days of said completion, prepare and submit a project report in accordance with current DEPARTMENT requirements. Said report & notification shall be submitted to:

Jacqueline G. Shinn, Transportation Enhancement Administrator
Office of Economic Development
425 West Ottawa, P.O. Box 30050
Lansing, Michigan 48909
Phone (517) 335-1069

16. The TOWNSHIP, in conformance with Federal Aid Policy Guide (FAPG) Chapter I, Subchapter G, Part 630, Subpart C: Project Agreements, stipulates the following with respect to its specific jurisdiction of the PROJECT:

- A. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
- B. That it agrees to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

- C. That as a condition of Federal aid pursuant to this contract the TOWNSHIP shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under, or to benefit from this contract, is under consideration to be listed on the EPA List of Violating Facilities.

17. In connection with the performance of the PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the TOWNSHIP and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the TOWNSHIP, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

PLYMOUTH TOWNSHIP

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

