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

Tuesday, January 14, 2014

7:00 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**

Regular Meeting - Tuesday, January 14, 2014

**E. APPROVAL OF CONSENT AGENDA**

**E.1 Approval of Minutes:**

Special Meeting - December 10, 2013

Regular Meeting - December 10, 2013

**E.2 Acceptance of Utility Easements:**

**E.3 Acceptance of Communications, Resolutions, Reports:**

Assessing Department - Michigan Tax Tribunal Report - 4th Quarter 2013

Building Department - December 2013

Fire Department Report - December 2013

FOIA Report - December 2013

Letter to Police Chief

**E.4 Approval of Township Bills:**

		<b>Year 2014</b>
General Fund	(101)	1,020,600.57
Solid Waste Fund	(226)	134,087.52
Improvement Revolving Fund (Capital Projects)	(246)	32,803.49
Drug Forfeiture Fund	(265)	45,798.35
Golf Course Fund	(510)	7,128.38
Water and Sewer Fund	(592)	852,507.82
Trust and Agency Fund	(701)	26,910.77
Police Bond Fund	(702)	10,325.00
Tax Fund	(703)	86,776.97
Special Assessment Fund	(805)	416,677.67
<b>Total:</b>		<b>2,633,616.54</b>

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

Tuesday, January 14, 2014  
7:00 PM



**F. PUBLIC COMMENTS**

**G. PUBLIC HEARING**

- 1) Application for Industrial Facilities Exemption Certificate - Tower Automotive – Resolution 2014-01-14-01
- 2) Country Acres 1-3 Road Rehabilitation Special Assessment District - Resolution 2014-01-14-02

**H. UNFINISHED BUSINESS**

- 1) Request for Board Action - Approve First Reading of Ordinance 1016 Amendment 5 Parks and Playground Areas Ordinance
- 2) Request for Board Action - Proposed Changes to Park Reservation Rules and Regulations

**I. NEW BUSINESS**

- 1) Request for Board Action - Civil Service Commission Appointment
- 2) Request for Board Action - Downtown Development Authority Appointments
- 3) Request for Board Action - Approve Establishment of Post-Employment Retirement Health Savings Trust - Resolution 2014-01-14-03
- 4) Request for Board Action - Approve Storm Drain Agreement for Saddlebrook – Resolution 2014-01-14-04
- 5) Request for Board Action - Accept Fire Department SAFER Grant for Fire Staffing
- 6) Request for Board Action - Architectural Services Contract Award
- 7) Request for Board Action - Discuss Plymouth Township Parks and Recreation Needs Assessment Survey
- 8) Request for Board Action - Discuss Plymouth Arts and Recreation Complex
- 9) Request for Board Action - Approve First Reading of Ordinance 1016 Amendment 6 - Water and Sewer - Use Factor Schedule

**J. SUPERVISOR AND TRUSTEE COMMENTS**

**K. PUBLIC COMMENTS**

**L. 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  
BOARD OF TRUSTEES  
SPECIAL MEETING  
TUESDAY, DECEMBER 10, 2013  
6:00 p.m.**

Supervisor Reaume called the meeting to order at 6:00 p.m.

**MEMBERS PRESENT:** Richard Reaume, Supervisor  
Nancy Conzelman, Clerk  
Ron Edwards, Treasurer  
Kay Arnold, Trustee  
Charles Curmi, Trustee, arrived at 6:10 p.m.  
Robert Doroshewitz, Trustee  
Michael Kelly, Trustee

**ABSENT:** None

**OTHERS PRESENT:** Thomas Tiderington, Police Chief  
Amy Hammye, Deputy Treasurer  
Michelle Lozier, Deputy Clerk  
Alice Geletzke, Recording Secretary

**D. APPROVAL OF AGENDA**

Special Meeting – Tuesday, December 10, 2013

Moved by Ms. Conzelman and seconded by Ms. Arnold to approve the agenda for the Board of Trustees special meeting of December 10, 2013 as submitted. Ayes all, with Trustee Curmi absent.

**E. PUBLIC COMMENTS AND QUESTIONS** - There were none.

**F. CLOSED SESSION:**

At 6:01 p.m., Ms. Conzelman moved that a closed session be called for purposes of discussing contract negotiations, pending litigation and attorney opinion, permissible purposes under the Michigan Open Meeting Act, Public Act No. 267, Article 15.268, Sections 8(c), (e) and (h) Seconded by Ms. Arnold. Ayes all on a roll call vote with Trustee Curmi absent.

Trustee Curmi arrived at 6:10 p.m.

At 7:09 p.m., Ms. Arnold moved to return to open session. Seconded by Mr. Kelly. Ayes all on a roll call vote.

Moved by Mr. Edwards and seconded by Ms. Arnold to approve the first amendment to the purchase agreement as discussed in closed session. Ayes all.

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
SPECIAL MEETING  
TUESDAY, DECEMBER 10, 2013  
6:00 p.m.**

Moved by Ms. Conzelman and seconded by Ms. Arnold, to adjourn the meeting at 7:10 p.m.  
Ayes all.

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Nancy Conzelman, Township Clerk

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  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, DECEMBER 10, 2013**

**PROPOSED MINUTES**

Supervisor Reaume called the meeting to order at 7:11 p.m. and led in the Pledge of Allegiance to the Flag.

**MEMBERS PRESENT:** Richard Reaume, Supervisor  
Nancy Conzelman, Clerk  
Ron Edwards, Treasurer  
Kay Arnold, Trustee  
Charles Curmi, Trustee  
Robert Doroshewitz, Trustee  
Michael Kelly, Trustee

**ABSENT:** None

**OTHERS PRESENT:** Patrick Fellrath, Director of Public Utilities  
Mark Lewis, Chief Building Official  
Thomas Tiderington, Police Chief  
Mark Wendel, Fire Chief  
Timothy Cronin, Township Attorney  
Thomas Dohr, Spalding DeDecker Associates  
Amy Hammye, Deputy Treasurer  
Michelle Lozier, Deputy Clerk  
Alice Geletzke, Recording Secretary  
67 Members of the Public

**D. APPROVAL OF AGENDA**

Regular Meeting - Tuesday, December 10, 2013

Ms. Conzelman noted the addition of Item J.13 under New Business, Special Assessment District for Country Acres of Plymouth 1, 2 and 3. Mr. Reaume then moved to approve the agenda for the Board of Trustees regular meeting of December 10, 2013 as amended. Seconded by Ms. Conzelman. Ayes all.

**E. APPROVAL OF CONSENT AGENDA**

- E.1 Approval of Minutes:**  
Special Meeting - November 12, 2013  
Regular Meeting - November 12, 2013
- E.2 Acceptance of Utility Easements:**

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, DECEMBER 10, 2013**

**PROPOSED MINUTES**

**E.3 Acceptance of Communications, Resolutions, Reports:**

- a. Building Department - November 2013
- b. Fire Department - November 2013
- c. FOIA Report - November 2013
- d. Correspondence - Letter of Apology from Fire Chief Wendel to Board of Trustees
- e. Correspondence - Letter from Comcast Cable about Rate Increase
- f. Correspondence - Letter from WOW Cable about Rate Increase
- g. Correspondence - Letter from Planning Commission regarding Building Height Restrictions in the Ann Arbor Road Corridor (ARC)
- h. Correspondence - Letter from Ridgewood Hills Subdivision Association thanking Ron Edwards, Patrick Fellrath, Rhett Gronevelt and Scott Cranston
- i. Correspondence - Letter to Fire Department
- j. Correspondence - Letter to Fire Department
- k. 2013 Record of Meetings - Board of Trustees
- l. Correspondence - Wayne County Tax Rate Request
- m. Tower Automotive - Set January 14, 2014 for Public Hearing on Application for Industrial Facilities Exemption Certificate
- n. Correspondence - Letter from Michigan State Historic Preservation Office - Balogh House on Joy Road

**E.4 Approval of Township Bills:**

		<b>Year 2013</b>
General Fund	(101)	\$1,041,191.55
Solid Waste Fund	(226)	106,021.17
Improvement Revolving Fund (Capital Projects)	(246)	130,877.90
Drug Forfeiture Fund	(265)	14,159.93
Golf Course Fund	(510)	4,582.93
Water and Sewer Fund	(592)	3,685,238.66
Trust and Agency Fund	(701)	23,033.30
Police Bond Fund	(702)	16,210.00
Tax Fund	(703)	90,606.89
Special Assessment Fund	(805)	27,222.25
<b>Total:</b>		<b>\$5,139,144.58</b>

Moved by Ms. Conzelman and seconded by Ms. Arnold to approve the consent agenda for the Board of Trustees regular meeting of December 10, 2013 as presented. Ayes all.

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, DECEMBER 10, 2013**

**PROPOSED MINUTES**

**F. PUBLIC COMMENTS**

Nine residents of Plymouth Township and one resident of the City of Plymouth spoke, urging the Township to support the efforts of the PARC group to repurpose Central Middle School as an arts and recreation center. Among reasons given were cost savings and historic preservation of the site.

**G. PUBLIC HEARING**

- 1) Application for Industrial Facilities Exemption Certificate for Ilmor Engineering, Inc. – Resolution 2013-12-10-53

Ms. Julie Bernard, Controller, and Jeff Owens, Director of Manufacturing for Ilmor Engineering, addressed the Board and answered questions regarding their work in manufacturing race car and speedboat engines and their expansion into engines for the recreational boating industry.

Mr. Reaume opened the public hearing at 7:47 p.m. There being no public comment, the hearing was closed at 7:48 p.m.

Moved by Ms. Arnold and seconded by Ms. Conzelman to approve Res. No. 2013-12-10-53 for Ilmor Engineering, Inc., for a twelve (12) year Industrial Facility Tax Exemption Certificate for improvements to their facility located at 43939 Plymouth Oaks Blvd., Plymouth Township, Wayne County, Michigan. Ayes all on a roll call vote.

A copy of the Resolution is on file in the Clerk's office for public perusal.

**H. COMMUNITY DEVELOPMENT**

**I. UNFINISHED BUSINESS**

**J. NEW BUSINESS**

- 1) Request for Board Action - Claims Resolution Dupont Imprelis - Township Park

Mr. Reaume indicated this agreement amends the original 2012 proposed settlement agreement which was not satisfactory to the Township. A second tree damage survey was completed and Dupont submitted the amended agreement.

Attorney Cronin said the Township still has the opportunity to make warranty claims for trees currently in place and replacements.

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, DECEMBER 10, 2013**

**PROPOSED MINUTES**

Moved by Ms. Conzelman and supported by Ms. Arnold to approve the Amended Claims Resolution Agreement as submitted by DuPont for Plymouth Township Park and authorize the Supervisor to sign the agreements as Authorized Property Owner and the Clerk to sign as Witness. Ayes all.

- 2) Request for Board Action - Approve Professional Services Agreement with Hydrodesigns, Inc.

Moved by Mr. Edwards and supported by Mr. Curmi to approve the Professional Service Agreement between the Township and HydroDesigns, Inc., for the implementation of the Cross Connection Control Program and authorize the Supervisor and Clerk to sign the agreement. Ayes all.

- 3) Request for Board Action - Contract Award for Township Park Water Main

Moved by Mr. Doroshewitz and seconded by Mr. Curmi to postpone the Township Park Water Main Project to service the proposed park pavilion until the recreation survey is completed.

AYES: Doroshewitz, Curmi  
NAYS: Arnold, Conzelman, Edwards, Kelly, Reaume  
Motion defeated.

Moved by Mr. Edwards and seconded by Ms. Arnold to award the Township Park Water Main Project to D&D Water and Sewer, Inc., in the amount of \$53,500 and to authorize the execution of the contract documents by the Supervisor and Clerk.

AYES: Edwards, Arnold, Conzelman, Kelly, Reaume  
NAYS: Curmi, Doroshewitz  
Motion carried.

- 4) Request for Board Action - Contract Award for Township Park Sanitary Sewer

Moved by Mr. Doroshewitz and seconded by Mr. Curmi to postpone the Township Park Sanitary Sewer Project which would service the proposed park pavilion until the recreation survey is completed.

AYES: Doroshewitz, Curmi  
NAYS: Arnold, Conzelman, Edwards, Kelly, Reaume  
Motion defeated.

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, DECEMBER 10, 2013**

**PROPOSED MINUTES**

Moved by Mr. Edwards and seconded by Mr. Kelly to award the Township Park Sanitary Sewer Project to D&D Water and Sewer, Inc., in the amount of \$38,500.00 and to authorize the execution of the contract documents by the Supervisor and Clerk.

AYES: Edwards, Arnold, Conzelman, Kelly, Reaume

NAYS: Curmi, Doroshewitz

Motion carried.

- 5) Request for Board Action - Contract Award for Household Hazardous Waste Collection

Moved by Ms. Conzelman and seconded by Ms. Arnold to award the Township's Household Hazardous Waste Collection to EQ The Environmental Quality Company and to authorize the execution of the contract documents by the Supervisor and Clerk. Ayes all.

- 6) Request for Board Action – Contract Award for DDA Streetscape Landscape Maintenance Service

Moved by Mr. Edwards and seconded by Ms. Arnold to approve the request of the Downtown Development Authority as follows:

1. Award a 3-year contract for the East Phase to Infinitely Green Landscaping in the amount of \$24,936.67 per year.
2. Award a 3-year contract for the West Phase to U.S. Lawns in the amount of \$8,160.75 per year.
3. Award snow removal services for the East Phase to Infinitely Green Landscaping for 3 years in the amount of \$295.00 per snow/ice event.
4. Award snow removal services for the West Phase to U.S. Lawns for 3 years in the amount of \$375.00 per snow/ice event.

AYES: Edwards, Arnold, Conzelman, Curmi, Kelly, Reaume

NAYS: Doroshewitz

Motion carried.

- 7) Request for Board Action - Approve 2013 Amended and 2014 Solid Waste Fund Budget - Resolution 2013-12-10-47

Moved Mr. Curmi and seconded by Ms. Arnold to approve Resolution No. 2013-12-10-47 adopting the Amended Solid Waste Fund Budget for 2013 and Recommended Budget for 2014 as presented. Ayes all on a roll call vote.

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, DECEMBER 10, 2013**

**PROPOSED MINUTES**

- 8) Request for Board Action - Approve 2013 Amended and 2014 Improvement Revolving Fund Budgets - Resolution 2013-12-10-48

Moved by Mr. Edwards and seconded by Mr. Kelly to approve Resolution No. 2013-12-10-48 adopting the Amended Improvement Revolving Fund Budget for 2013 and Recommended Budget for 2014 as presented.

AYES: Edwards, Kelly, Arnold, Conzelman, Reaume

NAYS: Curmi, Doroshewitz

Motion carried.

The Board recessed briefly at 9:00 p.m. and returned at 9:08 p.m.

- 9) Request for Board Action - Approve 2013 Amended and 2014 Drug Forfeiture Fund Budgets - Resolution 2013-12-10-49

Moved by Mr. Curmi and seconded by Mr. Edwards to approve Resolution No. 13-12-10-49 adopting the Amended 2013 Drug Forfeiture Fund Budget and Recommended Budget for 2014 as presented. Ayes all on a roll call vote.

- 10) Request for Board Action – Approve 2013 Amended and 2014 Water and Sewer Fund Budgets - Resolution 2013-12-10-50

Moved by Mr. Kelly and seconded by Ms. Arnold to approve Resolution No. 2013-12-10-50 adopting the 2013 Water and Sewer Fund Budget and the Recommended Budget for 2014 as presented. Ayes all on a roll call vote.

- 11) Request for Board Action - Approve 2013 Amended and 2014 Special Assessment District Fund Budgets - Resolution 2013-12-10-51

Moved by Ms. Conzelman and seconded by Mr. Edwards to approve Resolution No. 2013-12-10-51 adopting the Amended Special Assessment District Fund Budget for 2013 and Recommended Budget for 2014 as presented. Ayes all on a roll call vote.

- 12) Request for Board Action - Approve 2013 Amended and 2014 General Fund Budgets - Resolution 2013-12-10-52

Moved by Mr. Edwards and seconded by Ms. Arnold to approve Resolution No. 2013-12-10-52 adopting the Amended General Fund Budget for 2013 and the Recommended General Fund Budget for 2014 as presented.

AYES: Edwards, Arnold, Conzelman, Kelly, Reaume



**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, DECEMBER 10, 2013**

**PROPOSED MINUTES**

NAYS: Curmi, Doroshewitz

Motion carried.

Copies of the above Budget Resolutions Nos. 2013-12-10-47 through 2013-12-10-52 are on file in the Clerk's office for public perusal.

- 13) Special Assessment District for Country Acres of Plymouth Nos. 1, 2, and 3 Subdivision

Mr. Rhett Gronevelt of Orchard, Hiltz and McCliment addressed the Board and answered questions regarding establishing the Road Rehabilitation Special Assessment District.

Moved by Mr. Curmi and seconded by Ms. Arnold to approve Resolution No. 2013-12-10-54 scheduling the Public Hearing of Necessity for the Country Acres of Plymouth Subdivision Nos. 1-3 Road Rehabilitation Special Assessment District for January 14, 2014, resolving tentatively to make improvements and designate the Special Assessment District. Ayes all on a roll call vote.

A copy of the Resolution is on file in the Clerk's office for public perusal.

**K. SUPERVISOR AND TRUSTEE COMMENTS**

Mr. Reaume indicated the possibility of a January 7, 2014 work session to discuss amending the park rules, purchase of Fire Department equipment, the PARC group, and the possibility of the elimination of Personal Property tax.

Mr. Doroshewitz and other Board members asked for clarification on how questions posed by individuals during public comment are to be answered.

Board members had questions regarding the roles of two Plymouth Township Planning Commissioners who attended a meeting with Don Soenen, a member of a community group seeking funding from Plymouth Township for a performing arts and recreation complex located in the City of Plymouth. Mr. Curmi questioned why the two Plymouth Township Planning Commissioners were also discussing recreation opportunities in the Township.

Mr. Curmi asked when the community calendar would be mailed and that it be worked out with the Post Office for all township/city combined routes to make sure all township residents receive the calendar.

**L. PUBLIC COMMENTS**

A member of the community group PARC questioned her treatment when she attempted to poll Board members during the earlier public comments section of the meeting.

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, DECEMBER 10, 2013**

**PROPOSED MINUTES**

A member of the community group PARC addressed the Board, noting that the Board of Education passed a resolution that would be accommodating to the PARC proposal. He also had questions as to the role of the two Planning Commissioners who attended their meeting. He also thought the park projects should be included in the Township survey. A resident expressed his disappointment in approving the contracts for the park projects and objected to spending for the park projects and raises considering the Fire Department cutbacks. A resident asked why the survey couldn't be mailed to every voter without hiring a survey company. He expressed concerns about skewing the results of a poll.

**M. ADJOURNMENT**

Moved by Mr. Edwards and seconded by Mr. Curmi to adjourn the meeting at 10:29 p.m. Ayes all.

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Nancy Conzelman, Township Clerk

**Assessing Department**

**Michigan Tax Tribunal  
Report**

**4th Quarter 2013**

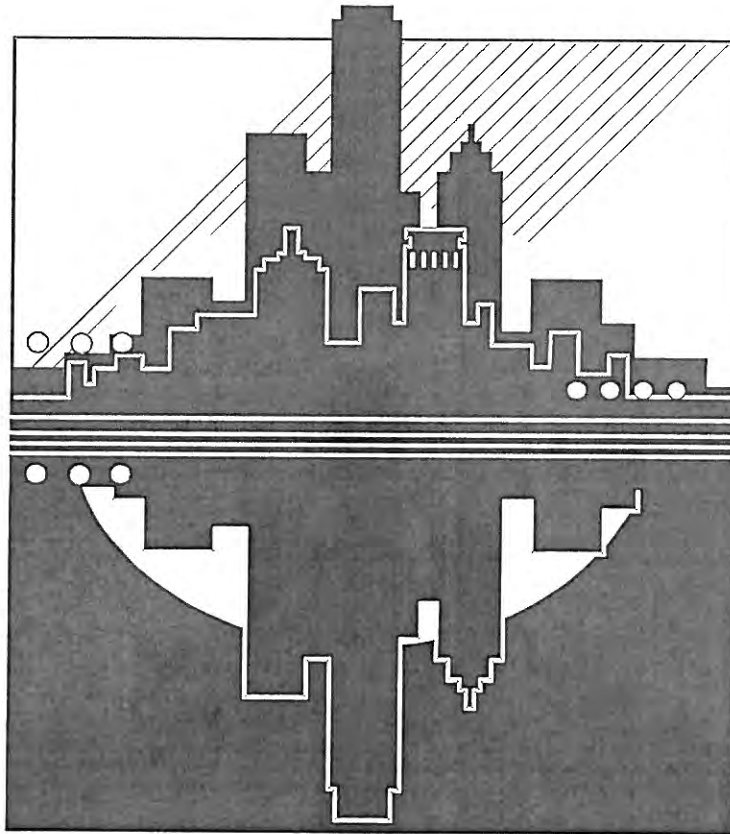
**(Tax Tribunal cases as of December 30, 2013)**

**Plymouth Twp. Active Full Tribunal Appeals** *(updated 12-30-2013)*

Initial Year	Docket Number	Parcel Number	Property Address	Petitioner	Taxable Value in Contention:	Twp. Tax Dollars in Contention:
2012	440565	78-009-01-0016-000	15101 Cleat	Walker Investment Group LLC	\$ 348,840	\$ 1,395
2012	440925	78-055-99-0007-003	46401 Ann Arbor Rd.	Vermeulen Funeral Home	\$ 299,500	\$ 1,198
2012	439525	78-008-01-0014-000	47690 Anchor Ct E	Freudenberg NOK	\$ 1,117,780	\$ 4,471
2012	439506	78-016-99-0001-703	14600 Sheldon	Hilton Garden Inc	\$ 1,233,350	\$ 4,933
2012	439575	78-064-03-0154-000	40700 Ann Arbor Rd.	Fitness International LLC	\$ 264,480	\$ 1,058
2012	441625	78-014-01-0106-000	45211 Helm	Freese, James & Sally	\$ 84,000	\$ 336
2012	441174	78-038-99-0007-707	13275 Pebble Creek	Gordon, Robert	\$ 77,810	\$ 311
2012	440927	78-009-01-0003-000	46001 Five Mile	TNT Kalamazoo	\$ 36,770	\$ 391

### Plymouth Twp. Active Full Tribunal Appeals (updated 12-30-2013)

Initial Year	Docket Number	Parcel Number	Property Address	Petitioner	Taxable Value in Contention:	Twp. Tax Dollars in Contention:
2013	455690	R-78-031-01-0187-003	235 Sheldon	JP Morgan/ Chase Bank	\$ 125,120	\$ 500
2013	455307	R-78-007-01-0001-001 & R-78-006-99-0001-002	49200 Halyard / Vacant	Johnson Controls Inc	\$ 2,507,140	\$ 10,029
				" "	\$ 735,000	\$ 2,940
2013	452832	R-78-005-99-0009-709	Bldg on LL/ assessed as Vacant	Demco IVIII LLC	\$ 276,450	\$ 1,105
2013	452511	R-78-062-01-0019-305	Vacant Land	Plymouthtrade LLC	\$ 18,280	\$ 73
2013	*452511	R-78-062-01-0019-303	9282 General Dr	"	\$ 109,330	\$ 437
2013	453149	R-78-016-02-0017-312	44191 Plymouth Oaks	Alidade Plymouth Oaks LLC	\$ 274,000	\$ 1,096
2013	451781	R-78-004-99-0002-000	Ridge/MHPark	Gabriele King/Oakhaven	\$ 108,600	\$ 434
2013	455320	R-78-066-99-0001-001	40347 Ann Arbor Rd	Newman, Norman	\$ 311,480	\$ 1,246
2013	455322	R-78-066-99-0001-004	Vacant Land	Newman, Norman	\$ 63,710	\$ 255
2013	451752	R-78-064-99-0013-701	40900 Ann Arbor Rd.	CVS #8077-02 &03	\$ 307,810	\$ 1,231
2013	454466	R-78-028-99-0004-701	12795 Premier Cntr. Ct	Plymouth Ind. Center	\$ 1,518,980	\$ 6,076
2013	451278	R-78-058-99-0030-702	9421Marguitte	Sam Cassar Co(apts)	\$ 461,800	\$ 1,847
2013	450908	R-78-062-01-0019-001	9260 General Dr	9260 Gen. Dr Associates	\$ 134,690	\$ 539
2013	454943	R-78-009-01-0001-301	46029-46155 Five Mile	Consolidated Properties	\$ 140,410	\$ 562
2013	454970	R-78-025-01-0006-000	Vacant Land	Metro Plymouth LLC	\$ 99,950	\$ 400
"	"	R-78-025-01-0007-000	Vacant Land	"	\$ 99,620	\$ 398
"	"	R-78-025-01-0005-000	Vacant Land	"	\$ 76,300	\$ 305
"	"	R-78-025-01-0004-000	Vacant Land	"	\$ 66,150	\$ 265
"	"	R-78-025-01-0001-000	Vacant Land	"	\$ 60,190	\$ 241
2013	454918	R-78-014-01-0104-000	45901 Helm Street	Key Expansion LLC	\$ 221,870	\$ 887
"	"	R-78-014-01-0105-000	Vacant Land	"	\$ 31,070	\$ 124
2013	456070	R-78-008-01-0025-000	47784 Hayard	V & K Investments	\$ 248,320	\$ 993
2013	452832	R-78-005-99-0009-709	Vacant Land	Demco XVIII LLC	\$ 321,350	\$ 1,285
2013	454674	R-78-016-02-0015-000	43955 Plymouth Oaks Blvd	Lexington	\$ 657,560	\$ 2,630
2013	455311	R-78-010-99-0002-710	14835 Pilot	McLane Co	\$ 434,560	\$ 1,738
2013	455638	R-78-008-01-0014-000	47690 Anchor Ct	Freudenberg Nok	\$ 469,350	\$ 1,877
2013	454860	R-78-028-99-0004-000	39405 Plymouth Rd	La Bistecca	\$ 24,600	\$ 98
2013	450405	R-78-016-02-0017-300	44099 Plymouth Oaks Blvd	Plymouth Oaks East Ventures	\$ 433,090	\$ 1,732



**CHARTER TOWNSHIP OF PLYMOUTH**  
**DEPARTMENT OF BUILDING & CODE ENFORCEMENT**

**MONTHLY REPORT**

**DECEMBER**  
**2013**

<u>Classification</u>	January	February	March	April	May	June	July	August	September	October	November	December	2013 Totals
<b>Total Building Permits</b>	40	37	71	96	122	118	103	95	113	104	81	38	1018
<b><u>Trade Permits</u></b>													
Electrical	23	18	25	23	29	40	39	34	29	31	24	31	346
Mechanical	34	34	38	31	43	43	60	46	32	33	49	39	482
Plumbing	10	16	11	14	18	25	22	13	14	16	19	18	196
<b>Total Trade Permits</b>	<b>107</b>	<b>105</b>	<b>145</b>	<b>164</b>	<b>212</b>	<b>226</b>	<b>224</b>	<b>188</b>	<b>188</b>	<b>184</b>	<b>173</b>	<b>126</b>	<b>2042</b>
<b><u>Miscellaneous</u></b>													
Special Inspections	0	0	0	0	0	0	0	0	0	1	3	0	4
Temp Certificate of Occupancy	0	0	4	0	1	1	2	1	0	0	0	2	11
Re-Occupancy	0	3	3	1	4	3	3	3	1	2	2	1	26
Plan Review	5	8	10	7	14	16	18	13	18	17	14	13	153
ZBA	0	1	1	1	2	1	0	1	1	0	2	0	10
Re-inspection fees	1	10	4	10	11	16	7	4	7	8	8	8	94
Vacant Land Resigtration	4	1	6	6	4	2	8	9	1	4	6	2	53
<b>Total Miscellaneous</b>	<b>10</b>	<b>23</b>	<b>28</b>	<b>25</b>	<b>36</b>	<b>39</b>	<b>38</b>	<b>31</b>	<b>28</b>	<b>32</b>	<b>35</b>	<b>26</b>	<b>351</b>
<b><u>Application Fee's</u></b>													
Electrical	20	15	19	20	12	33	33	25	22	25	18	27	269
Mechanical	31	28	34	13	40	40	55	45	28	29	44	38	425
Plumbing	8	10	9	12	14	19	20	10	11	13	17	13	156
<b><u>License &amp; Registration</u></b>													
Builders		1	11	15	11	9	9	10	11	9	8	2	96
Electrical		9	13	18	13	20	14	13	13	14	8	11	146
Mechanical		5	5	3	4	3	5	15	16	14	21	10	101
Plumbing		3	3	1	10	7	14	4	7	1	10	4	64
<b>Total Misc/License/Application</b>	<b>69</b>	<b>94</b>	<b>122</b>	<b>107</b>	<b>140</b>	<b>170</b>	<b>188</b>	<b>153</b>	<b>136</b>	<b>137</b>	<b>161</b>	<b>131</b>	<b>1608</b>
<b>Grand Total</b>	<b>176</b>	<b>199</b>	<b>267</b>	<b>271</b>	<b>352</b>	<b>396</b>	<b>412</b>	<b>341</b>	<b>324</b>	<b>321</b>	<b>334</b>	<b>257</b>	<b>3650</b>
<b><u>Staffing Levels</u></b>													
Chief Building Official	1	1	1	1	1	1	1	1	1	1	1	1	
Part Time Building Inspector	0	0	0	1	1	1	1	1	1	1	1	1	
Full Time Ordinance Officer	1	1	1	1	1	1	1	1	1	1	1	1	
Full Time Admin Assistant	1	1	1	1	1	1	1	1	1	1	1	1	

## New Commerical Building for 2013

Company Name	Property Address	Type of Work	Construction Value	Status	Month
5/3 Bank	42370 Ann Arbor RD	New Building	1,000,000	Issued	July
Michigan Life Science	46701 Commerce Center	Modular Building	1,200,000	Issued	August
Total Construction Value			<u>2,200,000</u>		

## New Commercial Additions/Alterations for 2013

Company Name	Property Address	Type of Work	Construction Value	Status	Month
Webasto-Edscha Cabrio	14988 Pilot	Interior remodel	175,000	Finaled	January
Varroc Lighting Systems	47828 Halyard	Awning	5,287	Finaled	February
Superior Controls	46247 Five Mile	Interior remodel	62,000	Finaled	February
Blackwell Ford	41001 Plymouth Rd	Bathroom remodel	100,000	Issued	March
Federal Mogul	47001 Port	Bathroom remodel	54,900	Finaled	March
Freudenberg North America	47774 Anchor CT	Interior remodel	1,500,000	Finaled	March
Vacant	9120 General DR	Interior remodel	65,000	Issued	March
The 275 Grill	39500 Ann Arbor RD	Interior remodel	80,000	Issued	March
Stassinis Livonia	15150 Cleat St	Warehouse office	4,500	Finaled	March
Honeywell Inc	47548 Halyard	Interior remodel	35,000	Finaled	March
	8801 Haggerty	Soil removal	24,900	Issued	April
Bradbury Condo's	40315 Newporte	Clubhouse remodel	85,000	Finaled	April
Johnson Controls	49200 Halyard	Crash simulation	1,600,000	Issued	April
Cequent Performance	47912 Halyard	Interior remodel	1,134,000	Finaled	May
Quick Pick	9450 Lilley	Pizza Station	2,000	Issued	May
Brembo Brakes	47765 Halyard	Dyno Room	290,000	Issued	May
Zounds Hearing	537 Ann Arbor RD	Tenant Finish	4,500	Finaled	May
Johnson Controls	47700 Halyard	Waste receptacles	60,000	Issued	May
Stassinis Livonia LLC	15150 Cleat St	Interior remodel	95,000	Issued	May
Elite Athlete Evaluations	45606 Mast St	Concrete approaches	9,600	Finaled	May
MAXTax Services	40504 Ann Arbor RD	Tenant Finish	5,000	Issued	May
ADVICS	45300 Polaris	Tenant remodel	25,000	Finaled	June



Company Name	Property Address	Type of Work	Construction Value	Status	Month
Mattress 4U	44717 Five Mile	Tenant Finish	2,000	Finalized	June
AVL North America	47519 Halyard	Parking lot	50,000	Finalized	June
Globe Tech	40300 Plymouth RD	Interior remodel	25,000	Issued	June
Financial Link	43855 Plymouth Oaks	Mezzanine	7,000	Issued	June
Blackwell Ford	41001 Plymouth Rd	Additions/remodel	1,200,000	Issued	July
Superior Controls	46201 Five Mile	Paint booth	29,000	Finalized	July
Comcast Xfinity	41592 Ann Arbor RD	Tenant Finish	200,000	Issued	July
Kmart	40855 Ann Arbor RD	ADA renovations	97,731	Finalized	July
Fire House Subs	41608 Ann Arbor RD	Tenant Finish	117,267	Issued	July
Stardock	15090 Beck RD	Remodel	780,000	Issued	July
Living Ward Church	46500 N Territorial	Parking lot	240,000	Issued	July
Phoenix Environmental Inc	45501 Helm	Remodel	10,000	Issued	July
Fire House Subs	41608 Ann Arbor RD	White Box	45,000	Finalized	August
DADCO	43850 Plymouth Oaks	(3) additions	900,000	Issued	August
Massey Cadillac	40475 Ann Arbor RD	Showroom Changes	125,383	Issued	August
Link Engineering	43855 Plymouth Oaks	Remodel/Parking Lot	100,000	Issued	August
Automotive Logistics	14744 Jib	Interior remodel	89,000	Issued	August
La Fresh Grill	44645 Five Mile RD	Tenant Finish	70,000	Issued	September
Cintas Corporation	45801 Mast ST	Shredding Pit	16,000	Issued	September
DADCO	43850 Plymouth Oaks	Tank Slab	14,000	Issued	September
Biggby Coffee	44601 Five mile Rd	Tenant Finish	25,000	Issued	October
Perfection Bakeries Inc	45789 Port ST	Parking lot	150,000	Issued	October
Dickey's BBQ	44741 Five Mile	Tenant Finish	125,000	Issued	October
Our Lady of Good Counsel	47650 N Territorial	Interior remodel	90,000	Issued	October
Apps of Livonia	44191 Plymouth Oaks	Tenant Finish	41,300	Issued	October
Plymouth Urgent Care	41424 Ann Arbor RD	Tenant Finish	50,000	Issued	October
TOSEI	44191 Plymouth Oaks	Tenant Finish	22,746	Issued	November
Trumpf	47711 Clipper ST	Overhead door	27,000	Issued	November
Tower Automotive	43955 Plymouth Oaks	2 loading docks	2,770	Issued	November
KSS Enterprises	46001 Five Mile	Entryway	8,000	Issued	November
Schlage	44704 Helm ST	Tenant Finish	100,000	Issued	December
Pak Rat	46201 Five Mile	Tenant Finish	140,000	Issued	December
Weiss Properties	41624 Ann Arbor RD	White Box	20,000	Issued	December
Triumph	47711 Clipper ST	Mezzanine	26,783	Issued	December
Ilmor Engineering	43939 Plymouth Oaks	Mezzanine	33,000	Issued	December

Company Name	Property Address	Type of Work	Construction Value	Status	Month
Total Construction Value			10,395,667		
Grand Total Construction Value			<u>12,595,667</u>		

## Residential Housing 2013

### Single Family Detached

	<u>Total #</u> <u>Buildings</u>	<u>Total #</u> <u>Dwelling</u>	<u>Total</u> <u>Value</u> <u>Construction</u>	<u>Total</u> <u>Square</u> <u>Feet</u>
January	0			
February	2	2	468,384	5521
March	0			
April	0			
May	1	1	247,338	2241
June	1	1	317,829	2800
July	0			
August	0			
September	1	1	195,000	2695
October	1	1	234,494	2400
November	2	2	619,415	6000
December	0			
Totals	8	8	\$ 2,082,460	21,657

### Single Family Attached (Townhouses/ Row Houses)

	<u>Total #</u> <u>Buildings</u>	<u>Total #</u> <u>Dwelling</u>	<u>Total</u> <u>Value</u> <u>Construction</u>	<u>Total</u> <u>Square</u> <u>Feet</u>
January	0			
February	0			
March	0			
April	0			
May	0			
June	0			
July	0			
August	0			
September	0			
October	0			
November	1	2	257,942	2,968
December	0			
Totals	1	2	\$ 257,942	2,968

### Two-Family Buildings (Duplex)

	<u>Total #</u> <u>Buildings</u>	<u>Total #</u> <u>Dwelling</u>	<u>Total</u> <u>Value</u> <u>Construction</u>	<u>Total</u> <u>Square</u> <u>Feet</u>
January	0			
February	0			
March	0			
April	0			
May	0			
June	0			
July	0			
August	0			
September	0			
October	0			
November	0			
December	0			
Totals	0	0	\$ -	-

### Three-or-more Family Building (Apartments/Stacked Condos)

	<u>Total #</u> <u>Buildings</u>	<u>Total #</u> <u>Dwelling</u>	<u>Total</u> <u>Value</u> <u>Construction</u>	<u>Total</u> <u>Square</u> <u>Feet</u>
January	0			
February	0			
March	0			
April	0			
May	0			
June	0			
July	0			
August	0			
September	0			
October	1	16	1,000,000	14,000
November	0			
December	0			
Totals	1	16	\$ 1,000,000	14,000

	<u>Total #</u> <u>Buildings</u>	<u>Total #</u> <u>Dwelling</u>	<u>Value</u> <u>Construction</u>	<u>Square</u> <u>Feet</u>
Totals all categories	10	26	\$ 3,340,402	38,625

## Certificates of Occupancy Issued for the Month of December 2013

12/30/13

Date Issued	Address	Owner Name	Permit #
Dec 3, 2013	50500 ELMWOOD CT	KORCHAK-WOODLAND LLC	PB12-0668

*Occupancies Found: 1*

### Temporary Certificates of Occupancy

Date	Address	Occupant	Category	Permit
December 13, 2013	46565 Ann Arbor TR	Evergreen Development	Residential	PB13-0341
December 17, 2013	42370 Ann Arbor RD	5/3 Bank	Commercial	PB12-0875

**Revenue Report**

From: 12/01/2013 To: 12/31/2013

Generated: 01/02/2014

<b>Unit Totals</b>	Records	Revenue
<b>Total</b>	128	31,054.00

<b>Record Type Total</b>	Records	Revenue
Enforcement	2	200.00
Permit	126	30,854.00
<b>Total</b>	128	31,054.00

<b>Enforcement Record Type Totals</b>	Records	Revenue
Vacant Registration	1	100.00
vacant bld - res	1	100.00
<b>Total</b>	2	200.00

<b>Permit Record Type Totals</b>	Records	Revenue
Building	38	11,130.00
Electrical	31	8,303.00
Mechanical	39	8,302.00
Plumbing	18	3,119.00
<b>Total</b>	126	30,854.00

## ZBA Requests January 2013 - December 2013

Meeting Date	Variance #	Type of Variance	Variance Requested	Address	Decision
January 3, 2013	1503	Rear yard setback	10 Feet	46850 Rockledge	Granted
February 7, 2013	No meeting				
March 7, 2013	No meeting				
April 11, 2013	1504	Canopy sign	Canopy sign on awning	41100 Plymouth RD	Granted
	1505	Sign height/monument base	2 ft in height/aluminum base	47828 Halyard	Granted
May 2, 2013	1506	Fence height	2ft for a 6 foot fence	11385 Cedar LN	Granted
	1507 (voided)				
	1508 (voided)				
June 6, 2013	No meeting				
July 11, 2013	1509	Permission for 4-5 chickens	Permission for chickens on 1.12 acres, owner occupied	51130 Powell	Granted
August 1, 2013	No meeting				
September 5, 2013	1510	Rear yard setback	10 Foot rear yard	46001 Amesbury	Granted
October 3, 2013	1511	Stories of building	1 story, from 2 to 3	42360 Ann Arbor rD	Granted
November 7, 2013	1512	Rear yard setback	1.61 feet to 48.39	41385 Crestwood	Granted
	1513	Building height	14.9 feet to 34.8 feet	49471 Ann Arbor RD	Granted
December 5, 2013	No meeting				

01/02/14

**Enforcement List Vacant Properties****VACANT BLD - RES**

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement	Date Enforcement Closed
41681 ANN ARBOR TR	R-78-060-99-0005-000		07/08/09	Insp. Scheduled	
43916 JOY RD	R-78-059-03-0216-000		07/07/09	Recv'd Registration	
11677 FRANCIS	R-78-027-01-0129-000	Westfall, Carolyn	04/09/10	Insp. Completed	09/20/10
42405 HAMMILL	R-78-017-03-0048-301		08/05/10	Recv'd Registration	
40651 FIVE MILE	R-78-022-99-0002-001		09/16/10	No Violation	09/16/10
40651 FIVE MILE	R-78-022-99-0002-001		09/20/10	No Violation	09/20/10
40651 FIVE MILE	R-78-022-99-0002-001		11/16/10	No Violation	11/17/10
42035 CLEMONS	R-78-020-02-0078-000	Safeguard Properties	05/31/11	Recv'd Registration	
42036 MICOL	R-78-060-01-0029-700	Dennis Eaton	06/09/11	Violation Issued	
12395 WHITE TAIL CT	R-78-039-03-0060-000		06/10/11	Recv'd Registration	
49471 PINE RIDGE CT	R-78-045-01-0015-000		07/14/11	Recv'd Registration	
9464 ELMHURST	R-78-059-03-0459-000	Preview Properties PC	09/15/11	Recv'd Registration	11/21/13
9223 BROOKLINE	R-78-059-03-0576-000	Bowers Realty	10/07/11	Recv'd Registration	12/17/13
41443 ANN ARBOR TR	R-78-060-02-0004-000	Barraco TTEE, Frank	10/26/11	Resolved	11/01/11
11626 BUTTERNUT	R-78-027-01-0160-002		10/26/11	Recv'd Registration	
13925 RIDGEWOOD	R-78-015-99-0003-000		12/05/11	2nd Notice	01/19/12
8890 NORTHERN	R-78-059-03-0136-000	Rowe, Kimberly W	01/13/12	Recv'd Registration	

01/02/14

**Enforcement List Vacant Properties****VACANT BLD - RES**

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement	Date Enforcement Closed
46021 ANN ARBOR TR	R-78-036-99-0011-000	Ritchie, Craig & Joyce	03/09/12	Recv'd Registration	
9024 TAVISTOCK	R-78-066-01-0111-000	BAC Field Services Corp	04/06/12	Recv'd Registration	
8816 BROOKLINE	R-78-059-03-0510-003	Coldwell Banker Real Estate	04/27/12	Recv'd Registration	09/12/12
11666 HAGGERTY	R-78-027-01-0012-000	National Field Services	05/07/12	Recv'd Registration	07/26/13
8810 ELMHURST	R-78-059-03-0413-002		05/23/12	Insp. Scheduled	11/08/13
46821 STRATHMORE	R-78-055-02-0007-000		07/19/12	Recv'd Registration	
9400 S MAIN	R-78-061-01-0003-000		08/07/12	2nd Notice	
8816 BROOKLINE	R-78-059-03-0510-003	Coldwell Banker Real Estate	08/22/12	Recv'd Registration	11/21/13
41462 ANN ARBOR TR	R-78-030-99-0028-000	McMichael, Carol	08/22/12	Recv'd Registration	
9277 ELMHURST	R-78-059-03-0475-000		09/28/12		
48011 ST ANDREWS SQUARE	R-78-037-02-0013-000	Safeguard Prperties	02/19/13	Recv'd Registration	
9440 NORTHERN	R-78-059-03-0167-000	Baczlo Properties, LLC	03/21/13	Recv'd Registration	
42556 PLYMOUTH HOLLOW	R-78-018-04-0059-000	Altisource	04/04/13	Recv'd Registration	
11836 HAGGERTY	R-78-027-01-0003-002	Keller Williams Northville	04/12/13	Recv'd Registration	
9094 NORTHERN	R-78-059-03-0148-000	M & M Mortgage Services	05/10/13	Recv'd Registration	
9194 MANTON AVE	R-78-061-04-0015-000	Five Brothers	05/13/13		
14667 GARLAND	R-78-018-02-0021-000		05/31/13	Violation Issued	
13085 KARL DR	R-78-042-04-0061-000	Andrew Hargreaves-Coldwell Ba	06/03/13	Recv'd Registration	



01/02/14

**Enforcement List Vacant Properties****VACANT BLD - RES**

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement	Date Enforcement Closed
41165 FIVE MILE	R-78-017-02-0550-000	Andrew Hargreaves-Coldwell Ba	07/12/13	Recv'd Registration	
49567 DONOVAN BLVD	R-78-041-03-0041-000	Safeguard Properties	07/18/13	Recv'd Registration	
11666 HAGGERTY	R-78-027-01-0012-000	National Field Services	07/18/13	Recv'd Registration	
45815 TRILLIUM CT W	R-78-056-04-0033-000	Andrew Hargreaves-Coldwell Ba	07/25/13	Recv'd Registration	
9610 SHEARSON CT	R-78-053-01-0430-000	ReMax Classic Novi	07/25/13	Recv'd Registration	
11708 PACIOCCO CT	R-78-040-99-0010-702	Miller, Reed	08/05/13	Recv'd Registration	
11432 MONA CT	R-78-064-04-0210-000	Five Brothers	08/13/13	Recv'd Registration	
12619 WENDOVER CT	R-78-042-01-0027-000	Altisource c/o Peak Specialized R	08/19/13	Recv'd Registration	
9464 ELMHURST	R-78-059-03-0459-000	Preview Properties PC	08/21/13	Recv'd Registration	
40816 NEWPORTE DR	R-78-065-02-0179-000	Remax Classic	08/28/13	Recv'd Registration	
8816 BROOKLINE	R-78-059-03-0510-003	Coldwell Banker Real Estate	08/29/13	Recv'd Registration	
9464 NORTHERN	R-78-059-03-0169-000		09/17/13		
40499 ORANGELAWN	R-78-064-03-0130-000	Michael Findling	10/02/13	Recv'd Registration	
12619 WENDOVER CT	R-78-042-01-0027-000	Altisource c/o Peak Specialized R	10/07/13	Recv'd Registration	
40651 FIVE MILE	R-78-022-99-0002-001		10/15/13	Recv'd Registration	
50550 COTTONWOOD CT	R-78-042-03-0029-000	Century 21 ROW	10/17/13	Recv'd Registration	
9130 REDBUD	R-78-061-04-0054-000	First Mortgage LLC	10/22/13	1st Reg ltr sent	
11667 MORGAN	R-78-027-01-0062-000	IEI-Tidewater	10/23/13	Recv'd Registration	10/25/13

01/02/14

**Enforcement List Vacant Properties****VACANT BLD - RES**

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement	Date Enforcement Closed
51077 PLYMOUTH RIDGE DR	R-78-047-01-0230-000		10/23/13	1st Reg ltr sent	
40947 MICOL	R-78-064-02-0025-000	Keller Williams Realty	10/23/13	Violation Issued	12/12/13
11667 MORGAN	R-78-027-01-0062-000	IEI-Tidewater	10/25/13	Insp. Scheduled	
42141 LAKELAND CT	R-78-017-01-0002-311	Desautel, Steven (Trustee)	10/28/13	Recv'd Registration	
46643 ANN ARBOR TR	R-78-035-99-0006-006	National Field Network	10/28/13	Recv'd Registration	
9229 HILLCREST	R-78-051-02-0002-000		10/28/13	Insp. Scheduled	
9090 SHELDON	R-78-059-03-0630-002		11/01/13	Violation Issued	
8810 ELMHURST	R-78-059-03-0413-002		11/08/13	1st Reg ltr sent	
9423 CORINNE	R-78-059-03-0082-000		11/12/13	2nd Notice	
44596 CLARE BLVD	R-78-057-01-0009-000	Safeguard Properties	11/21/13	Insp. Scheduled	
40947 MICOL	R-78-064-02-0025-000	Keller Williams Realty	11/25/13	Recv'd Registration	
9464 ELMHURST	R-78-059-03-0459-000	Preview Properties PC	11/27/13	Recv'd Registration	
41451 CRABTREE LN	R-78-017-02-0521-000		11/27/13	Recv'd Registration	
48149 COLONY FARM CIR	R-78-052-05-0027-000	National Field Representatives	12/09/13	Recv'd Registration	
9423 CORINNE	R-78-059-03-0082-000		12/17/13	Violation Issued	

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**Enforcement List Vacant Properties**

**VACANT BLD- COM**

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement	Date Enforcement Closed
1303 ANN ARBOR RD	R-78-059-03-0042-000	Gregg Shoner (Trustee)	07/07/09	Recv'd Registration	01/04/12
40347 ANN ARBOR RD	R-78-066-99-0001-001	Newman Family Trust	07/07/09	Violation Issued	04/11/13
14556 JIB	R-78-009-03-0096-002	Elizabeth Stanaj	07/07/09	Recv'd Registration	
41220 JOY RD	R-78-065-99-0011-005	Cassidy Turly Midwest INC	02/10/12	Resolved	02/21/13
40700 ANN ARBOR RD	R-78-064-03-0154-000	Fitness International, LLC	03/25/13	Recv'd Registration	
15000 CLEAT ST	R-78-009-01-0013-000	SUITE 1200	03/25/13	1st Reg ltr sent	

**Records:** 6

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**Enforcement List Vacant Properties**

**VACANT PROP - COM**

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement	Date Enforcement Closed
0 JOY RD	R-78-061-99-0026-001	Bruce Gould	07/07/09	Recv'd Registration	05/07/10
0 JOY RD	R-78-061-99-0027-001	Bruce Gould	07/07/09	Violation Issued	06/14/11
0 ANN ARBOR RD	R-78-054-99-0015-000	Shari Lightston, Trustee	07/07/09	Recv'd Registration	

**Records: 3**

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**Enforcement List Vacant Properties****VACANT PROP - RES**

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement	Date Enforcement Closed
0 Greystone Blvd	R-78-064-99-0022-701	Biondo Design & Building LLC	07/07/09	1st Reg ltr sent	
0 BECK RD	R-78-040-99-0008-000	Marcus Raymond	07/07/09	1st Reg ltr sent	06/14/11
45275 ANN ARBOR RD	R-78-058-99-0003-000	Suzann Lucking	12/01/10	Recv'd Registration	
39564 ANN ARBOR TR	R-78-063-02-0014-000	Allen, Justin	05/09/12	1st Reg ltr sent	01/02/13
11677 FRANCIS	R-78-027-01-0129-000	Westfall, Carolyn	08/06/12	Recv'd Registration	
9400 S MAIN	R-78-061-01-0003-000		08/07/13	Violation Issued	11/21/13
0 ANN ARBOR RD	R-78-054-99-0015-000	Shari Lightston, Trustee	08/07/13	2nd Notice	
9464 NORTHERN	R-78-059-03-0169-000		10/14/13	Violation Issued	

**Records: 8**

Page: 1



# **Plymouth Community Fire Department**

## **DECEMBER 2013**

### **Monthly Report**

The Plymouth Community Fire Department responded to 228 emergencies this month.

There was an average of 7.3 runs per day this month.

There was \$175,000 worth of damage to possessions and property. We prevented the destruction of \$4,261,000 in property.

HVA transported 122 patients to the hospital.

PCFD transported 5 patients to the hospital.

PCFD's average Response time was 5 min 6 seconds to the scene. This includes all responses including non-emergent.

Plymouth Community Fire department is a member of the Western Wayne county Mutual aid association and we provided Mutual aid 5 times this month and received mutual aid 5 times.

Plymouth Community Fire Department provides comprehensive annual fire inspections roughly 1100 business's in Plymouth Township. This month we completed inspections on 53 business's.

The following pages are detailed reports in which this data was obtained.

## Reports Included

### CLEMIS Reports

#### *Incidents Section*

- Incident Summary by Incident type
  - Incident Type
  - Type count
  - Property Loss
  - Property Value
- Mutual Aid by Department
  - Mutual aid Received
  - Mutual Aid Given

#### *Local Section*

- Fire Department Response Times
  - Turnout Time
  - Response Time

### Health EMS

#### *Agency Productivity*

- Agency Activity Summary
  - Patients Transported by HVA
  - Patients Transported by PCFD

### Inspection Report

### Total count for Public Education

## **Incident Summary by Incident Type**

**Date Range: From 12/1/2013 To 12/31/2013**

**Incident Type(s) Selected: All**

<b>Incident Type</b>	<b>Incident Count</b>	<b>Used in Ave. Resp.</b>	<b>Average Response Time hh:mm:ss</b>	<b>Total Loss</b>	<b>Total Value</b>
Fire	7	7	00:04:53	\$175,000.00	\$4,261,000.00
EMS/Rescue	162	155	00:06:31	\$0.00	\$0.00
Hazardous Condition	7	7	00:06:23	\$0.00	\$0.00
Service Call	16	15	00:06:54	\$0.00	\$0.00
Good Intent	17	3	00:05:40	\$0.00	\$0.00
False Call	17	16	00:06:14	\$0.00	\$0.00
Other	2	2	00:04:51	\$0.00	\$0.00
<b>Totals</b>	<b>228</b>	<b>205</b>		<b>\$175,000.00</b>	<b>\$4,261,000.00</b>



# Listing of Mutual Aid Responses by Mutual Aid Department

Report for: **PLYMOUTH TOWNSHIP FIRE**

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**Department 08204: Canton Twp FD****Mutual Aid Received**

<i>Subtotal Mutual Aid Type</i>	1
---------------------------------	---

**Mutual Aid Given**

<i>Subtotal Mutual Aid Type</i>	4
---------------------------------	---

<i>Subtotal Department</i>	5
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**Department 08232: City of Northville FD****Mutual Aid Received**

<i>Subtotal Mutual Aid Type</i>	2
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<i>Subtotal Department</i>	2
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---

**Department 08255: Northville Twp FD****Mutual Aid Received**

<i>Subtotal Mutual Aid Type</i>	2
---------------------------------	---

**Mutual Aid Given**

<i>Subtotal Mutual Aid Type</i>	1
---------------------------------	---

<i>Subtotal Department</i>	3
----------------------------	---

---

<b>Total</b>	<b>10</b>
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# Fire Department Response Times

Stations selected for analysis: All

Shifts selected for analysis: All

For Dates Beginning 12/1/2013 8:00:00AM Ending 1/1/2014 8:00:00AM

Incident Types selected for analysis: All

Incident Response Types selected for analysis:

Time in Minutes	Dispatch to Enroute	Percent Total	Cumulative Responses Percent	Enroute to Arrival	Percent Total	Cumulative Responses Percent	Dispatch to Arrival	Percent Total	Cumulative Responses Percent
0 - 1	125	62.81	125 62.81	10	5.26	10 5.26	5	2.49	5 2.49
1 - 2	46	23.12	171 85.93	18	9.47	28 14.74	10	4.98	15 7.46
2 - 3	20	10.05	191 95.98	33	17.37	61 32.11	19	9.45	34 16.92
3 - 4	4	2.01	195 97.99	28	14.74	89 46.84	35	17.41	69 34.33
4 - 5	3	1.51	198 99.50	42	22.11	131 68.95	36	17.91	105 52.24
5 - 6	1	0.50	199 100.00	25	13.16	156 82.11	41	20.40	146 72.64
6 - 7	0	0.00	199 100.00	13	6.84	169 88.95	20	9.95	166 82.59
7 - 8	0	0.00	199 100.00	10	5.26	179 94.21	14	6.97	180 89.55
8 - 9	0	0.00	199 100.00	3	1.58	182 95.79	7	3.48	187 93.03
9 - 10	0	0.00	199 100.00	1	0.53	183 96.32	6	2.99	193 96.02
10 +	0	0.00	199 100.00	7	3.68	190 100.00	8	3.98	201 100.00

Incident  
Total: 199

## Average Times per Incident

Average Fire Department Turn Out Time: 0 minute(s) 58 second(s)  
(Dispatch to Enroute)

Average Fire Department Travel Time: 4 minute(s) 17 second(s)  
(Enroute to Arrive)

Average Fire Department Turn Out and Travel Time: 5 minute(s) 6 second(s)  
(Dispatch to Arrive)

# Agency Activity Summary

Plymouth Community Fire Dept

Agency: Plymouth Community Fire Dept | Service Date: Last Month

**Total Number of ePCRs: 145**

**Total Number of Incidents: 141**

## By Branch

01 Station 1 = 90

03 Station 3 = 55

## Run Disposition

	#	%		#	%
Transports	5	3.4%	Dead Prior To Arrival	N/A	N/A
Treated / Transferred Care	122	84.1%	Dead After Arrival	1	0.7%
Treated / No Transport	6	4.1%	Treat/Transported by Private Veh.	5	3.4%
No Treatment	N/A	N/A	No Transport / Refused Care	6	4.1%
Transported / Refused Care	N/A	N/A	Other	N/A	N/A
Cancelled	N/A	N/A	No Patient Found	N/A	N/A
Left Blank	N/A	N/A			

## Run Type

	#	%		#	%
<b>Emergency Runs</b>	120	82.8%	<b>Non-Emergency Runs</b>	25	17.2%
Stand By	N/A	N/A	Stand By	N/A	N/A
Mutual Aid	N/A	N/A	Mutual Aid	N/A	N/A
Interfacility	N/A	N/A	Interfacility	N/A	N/A
Intercept	N/A	N/A	Intercept	N/A	N/A

## Emergency Runs (Scheduled)

Stand By	N/A	N/A	<b>Non-Emergency Runs (Scheduled)</b>	N/A	N/A
Mutual Aid	N/A	N/A	Stand By	N/A	N/A
Interfacility	N/A	N/A	Mutual Aid	N/A	N/A
Intercept	N/A	N/A	Interfacility	N/A	N/A
			Intercept	N/A	N/A

Emergency Type Left Blank: 0

## Runs by Unit

Unit	Total Runs	Treat/ Transp	Treat/ Transfer	Treat/No Transp	Transp/Ref. Care	Cancelled	Dead Prior Arr	Dead After Arr	T/T Priv Veh	No Trans/ Ref. Care	Other	No Pat. Found
0401	87	3	75	5	0	0	0	0	1	3	0	0
0403	58	2	47	1	0	0	0	1	4	3	0	0
<b>Total</b>	<b>145</b>	<b>5</b>	<b>122</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>5</b>	<b>6</b>	<b>0</b>	<b>0</b>

## Runs by Service Level

Dispatched Service Level	#	%	Recommended Service Level	#	%
BLS	14	9.7%	BLS	61	42.1%
ALS	131	90.3%	ALS1	83	57.2%
SCT	N/A	N/A	ALS2	1	0.7%
			SCT	N/A	N/A
			Rotary Wing	N/A	N/A
			Fixed Wing	N/A	N/A

# **Runs by Insurance Type with Service Level** *(Multiple insurance types may have*

*been marked on a run)*

Type	BLS	%	ALS1	%	ALS2	%	SCT	%	Rotary Wing	%	Fixed Wing	%	Total	%
None	61	42.1%	83	57.2%	1	0.7%	N/A	N/A	N/A	N/A	N/A	N/A	145	100.0%

## **Runs by Primary PI (Note - Primary PI is based on the ICD-9 priority setup in HealthEMS)**

Description	#	%
Abdominal Pain	1	0.7%
Allergic Reaction	2	1.4%
Alt. Level Conscious	6	4.1%
Anxiety	2	1.4%
Back Pain (No Trauma)	1	0.7%
Behavioral Disorder	1	0.7%
CVA/Stroke	3	2.1%
Cardiac Arrest	3	2.1%
Cardiac Symptoms	5	3.4%
Chest Pain	5	3.4%
Depression (acute)	1	0.7%
Dizziness	4	2.8%
Dyspnea-SOB	5	3.4%
GI -Diarrhea	2	1.4%
Headache (no trauma)	1	0.7%
Isolation Required	1	0.7%
No Medical Problem	1	0.7%
Psychiatric Emerg.	2	1.4%
Seizure	5	3.4%
Trauma Injury	22	15.2%
Unconscious	1	0.7%
Unknown Medical	6	4.1%
Urinary Bleeding	1	0.7%
Urination Problem	1	0.7%
Vomiting	2	1.4%
Weakness	11	7.6%
Left Blank	50	34.5%
<b>Total</b>	<b>145</b>	<b>100.0%</b>

**Runs by Dispatch (EMD) Code**

Description	#	%
1 Abdominal Pain	3	2.1%
10 Chest Pain [non-traumatic]	8	5.5%
12 Convulsions/Seizures	6	4.1%
17 Falls	23	15.9%
18 Headache	1	0.7%
19 Heart Problems A.I.D.C	1	0.7%
2 Allergies/Envenomations	2	1.4%
21 Hemorrhage/Lacerations	1	0.7%
23 Overdose/poisoning	2	1.4%
25 Psychiatric/Abnormal behavior/Suicide Attempt	10	6.9%
26 Sick Person	31	21.4%
28 Stroke [CVA]	2	1.4%
29 Traffic/Accidents	12	8.3%
30 Traumatic Injuries	3	2.1%
31 Unconscious/Fainting	9	6.2%
32 Unknown Problem	8	5.5%
38 Medical Alarm	1	0.7%
4 Assault/Sexual Assault	1	0.7%
5 Back Pain	1	0.7%
6 Breathing Problems	6	4.1%
88 Not applicable	1	0.7%
99 Unknown	1	0.7%
<i>Left Blank</i>	12	8.3%
<i>Total</i>	145	100.0%

**Transport From (Category)**

	<u>#</u>	<u>%</u>
Residence (Home)	88	60.7%
Scene of Accident or Acute Event	23	15.9%
Residential, Custodial Facility	1	0.7%
--Left Blank--	33	22.8%
<i>Total</i>	145	100.0%

**Transport From (Facility)**

	<u>#</u>	<u>%</u>
--Left Blank--	145	100.0%
<i>Total</i>	145	100.0%

**Transport To (Destination Facility)**

	<u>#</u>	<u>%</u>
--Left Blank--	72	49.7%
St Mary Livonia ER	50	34.5%
UNIVERSITY OF MICHIGAN ER	6	4.1%
St Joe Ann Arbor ER	5	3.4%
Botsford Hospital ER	5	3.4%
Providence Park ER-Novi	5	3.4%
Annapolis ER	2	1.4%
<i>Total</i>	145	100.0%

	January	February	March	April	May	June	July	August	Sept	October	November	December	Year-to-date
<b>FIRE PREVENTION</b>	TWP	TWP	TWP	TWP	TWP	TWP	TWP	TWP	TWP	TWP	TWP	TWP	TWP
INSPECTIONS	54	33	45	58	36	31	34	41	54	36	41	10	473
RE-INSPECTIONS	8	4	2	2		5	19	8	10	3	1	3	65
CERTIFICATE OF OCCUPANCY	3	4	3	7	2	3		19	4	4	4	2	55
CITATION REPORT													0
FIRE ALARM TESTS	21	10	22	28	30	26	19	30	40	24	32	10	292
HOOD SYSTEM INSPECTION	9	7	10	14	2	7	8	7	7	5	11	6	93
SUPPRESSION SYSTEM TEST	22	14	17	18	20	10	14	26	13	11	21	11	197
SPRINKLER FLUSH, HYDRO TEST, ETC.	1		1	1		1	2	5	2	1	3	1	18
PLAN REVIEWS AND OTHER ACTIVITIES	13	10	18	15	18	18	9	15	10	13	13	10	162
<b>TOTAL INSP</b>	<b>131</b>	<b>82</b>	<b>118</b>	<b>143</b>	<b>108</b>	<b>101</b>	<b>105</b>	<b>151</b>	<b>140</b>	<b>97</b>	<b>126</b>	<b>53</b>	<b>1355</b>

FIRE STATION TOURS		1						1		8			10
PROGRAMS/DEMO'S											2		2
OTHER PUBLIC RELATIONS				1									1
<b>TOTAL PUBLIC RELATIONS</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>8</b>	<b>2</b>	<b>0</b>	<b>13</b>

# FOIA Monthly Report

Run Date: 01/07/2014 10:52 AM

Create Date	Company Name	Customer Full Name	Type of Information Requested	Amount of Payment
12/2/2013	Plymouth Twp FF IAFF Local 1496	Daniel Atkins	Code of Ordinance Records	
12/9/2013	Stacer, PLC	Andrew Stacer	Other	61.00
12/23/2013		Mr. Bob Doroshewitz	Other	
12/23/2013		Mr. Bob Doroshewitz	Other	
12/23/2013		Mr. Bob Doroshewitz	Other	
12/24/2013		Mr Duane Zantop	Accounting Records	
12/30/2013		Mr Duane Zantop	Accounting Records	
12/19/2013	Farm Bureau Insurance	Robinson	Fire Report	5.00
12/19/2013		Mrs. Janet Robinson	Fire Report	2.50
Total Requests: 9				Total Dollars: 68.5



January 4, 2014

47880 Thoreau Dr.  
Plymouth, MI 48170

Chief of Police  
Plymouth Township Police Department  
9955 Haggerty Road  
Plymouth, MI 48170

Dear sir,

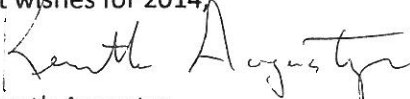
On Christmas day, December 25, my wife and I drove to Chicago on the first day of a trip to visit kids and grandkids in Chicago and Eau Claire, Wisconsin. Late that night, our home alarm went off and a police officer was dispatched. I was sound asleep when the alarm company called me on my cell phone. The alarm company told me it was the backdoor sensor that tripped, and perhaps someone had broken in. Shortly after I called the police and the dispatcher verified that the officer had already reported that my house was secure and that there was no sign of anyone being around the house.

I would like to thank the officer who made the trip and walked through my snowy back yard checking all the doors and windows. His report enabled me to go back to sleep and continue our trip rather than immediately drive all night back from Chicago. I had the alarm company disable that zone so there would be no other false alarms.

Today, Wyandotte Alarm has fixed the defective sensor.

Please convey my sincere thanks to the police officer who made the trip, and to the dispatcher who talked to me later that night.

Best wishes for 2014.

  
Kenneth Augustyn

RECEIVED

JAN 06 2014

PLYMOUTH TWP  
CLERK'S OFFICE

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

Meeting Date: January 14, 2014

ITEM: Request from Tower Automotive Operations USA I, LLC for a twelve (12) year Industrial Facilities Tax Exemption Certificate  
Resolution Number 2014-01-14-01

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BRIEF: This is for Personal Property Improvements

ACTION: Approve

DEPARTMENT/PRESENTER(S): Nancy Conzelman, Township Clerk

BACKGROUND: See attachments

BUDGET/TIME LINE: N/A

RECOMMENDATION: Approve

---

PROPOSED MOTION: I move to approve Resolution Number 2014-01-14-01 for Tower Automotive Operations USA I, LLC for a twelve (12) year Industrial Facility Tax Exemption Certificate for improvements to their facility located at 43955 Plymouth Oaks Blvd., Plymouth Township, Wayne County, Michigan

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RECOMMENDATION: Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

VOTE: KA \_\_\_\_\_ NC \_\_\_\_\_ CC \_\_\_\_\_ BD \_\_\_\_\_ RE \_\_\_\_\_ MK \_\_\_\_\_ RR \_\_\_\_\_

MOTION CARRIED \_\_\_\_\_ MOTION DEFEATED \_\_\_\_\_

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

**INDUSTRIAL FACILITIES TAX EXEMPTION CERTIFICATE**

**RESOLUTION NUMBER 2014-01-14-01**

At a regular 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 January 14, 2014 at 7:00 p.m., the following resolution was offered:

- WHEREAS, pursuant to P.A. 198 of 1974, as amended, after a duly noticed public hearing held on July 17, 1990, the Board of Trustees of the Charter Township of Plymouth, by resolution, established an Industrial Development District for Plymouth Oaks Business Park, Plymouth Township, Wayne County, Michigan; and
- WHEREAS, Tower Automotive Operations USA I, LLC, filed an application on November 25, 2013, requesting a twelve (12) year Industrial Facilities Tax Exemption Certificate, with respect to the cost of machinery and equipment improvements at the facility located at 43955 Plymouth Oaks Blvd., Plymouth, MI, and
- WHEREAS, before acting on said application, the Board of Trustees held a public hearing on Tuesday, January 14, 2014, in the Town Hall at the Charter Township of Plymouth, 9955 N. Haggerty Road, Plymouth, MI, commencing at 7:00 p.m., of which hearing the applicant, the assessor, and representatives of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and
- WHEREAS, commencement of the restoration, replacement, or construction at this facility had not begun earlier than six (6) months before November 25, 2013, the date of acceptance of the application for the Industrial Facilities Tax Exemption Certificate; and
- WHEREAS, the facility is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the Charter Township of Plymouth; and
- WHEREAS, the SEV of property proposed to be exempt pursuant to this application together with the aggregate SEV of property exempt under certificates previously granted and currently in force, does not exceed 5% of the SEV of Plymouth Township; and
- WHEREAS, Tower Automotive Operations USA I, LLC, and the Charter Township of Plymouth have entered into a written agreement as required by section 22 of Public Act 198 of the Public Acts of 1974;

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board of Trustees, finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of Public Acts of 1974, as amended, and Act No. 255 of the Public Acts of 1978, as amended, shall not have the effect of substantially impeding the operation of the Charter Township of Plymouth, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the Charter Township of Plymouth.
2. The application of Tower Automotive Operations USA I, LLC, for an Industrial Facilities Tax Exemption Certificate with respect to the costs of machinery and equipment improvements to personal property at the facility situated on the following described parcel of real property situated within an Industrial Development District to wit:  
43955 Plymouth Oaks Blvd  
Plymouth Township, Michigan  
be and the same is approved.
3. The Industrial Facilities Tax Exemption Certificate, when issued, shall be and remain in effect for a period of twelve (12) years, after completion, in accordance with Township requirements and applicable statutory provisions found in Public Act 198 of the Public Acts of 1974.

**Present:**

**Absent:**

**Motion:**

**Support:**

**Roll Call Vote**

**Ayes:**

**Nays:**

**Adopted:** Regular Meeting of the Board of Trustees on January 14, 2014

I, Nancy C. Conzelman, 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 January 14, 2014, the original of which is on file in my office.

---

Nancy C. Conzelman, Clerk  
Charter Township of Plymouth



17672 Laurel Park Drive N, Suite 400E  
Livonia, Michigan 48152-3984

November 18, 2013

Ms. Nancy Conzelmam, Clerk  
Plymouth Township  
9955 N. Haggerty  
Plymouth Township, MI 48170

Re: New IFT Request

Dear Ms. Conzelman,

Tower Automotive Operations USA I, LLC. is investing \$3,852,180 in a new program. The new business will allow Tower to retain 13 employees and hire 20 additional employees.

Enclosed please find one original and two additional copies of the required applications, letter of agreement, and an affidavit of fees.

If you have any questions please contact Jerry DuFresne at (248) 675-6013.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Malcolm".

Mark Malcolm  
CEO Tower International, Inc.

**RECEIVED**

**NOV 25 2013**

**PLYMOUTH TWP  
CLERK'S OFFICE**

**ABATEMENT CONTRACT  
BETWEEN THE CHARTER TOWNSHIP OF PLYMOUTH  
AND Tower Automotive Operations USA I, LLC**

This Agreement, made this 14th day of NOVEMBER, 2013, by and between the Charter Township of Plymouth, (hereinafter referred to as "Township"), and Tower Automotive Operations USA I, LLC (hereinafter referred to as "Company").

**WHEREAS**, pursuant to Section 22 of Act 334 of the Public Acts of 1993, it is necessary for the "Township" and the "Company" to enter into a written agreement prior to approval and issuance of an Industrial Facility Exemption Certificate; and

**WHEREAS**, this Agreement must formally accompany any application made by the "Company" for an Industrial Facilities Exemption Certificate to the State of Michigan, outlining the conditions and resources to be upheld during an abatement period.

**WHEREAS**, the Township desires to provide the abatement as evidenced in the application for an Industrial Facilities Exemption Certificate.

**NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:**

The "Company" agrees to satisfy the following conditions and the "Company" understands and acknowledges that failure to satisfy any one of the conditions could result in the Township Board adopting a resolution recommending to the State Tax Commission revocation of the Industrial Facilities Exemption Certificate at the sole option of the "Township":

1. The "Company" agrees to submit a report regarding status of employment every two (2) years during the abatement period beginning with an initial report filed no later than the 10<sup>th</sup> day of January immediately following the second year after the issuance date of the Industrial Facilities Exemption Certificate. The "Company" shall in no event neglect to submit the above report upon thirty (30) days written notice from the "Township". The report must include:

- a) The number of new jobs promised in the application and the actual number of new jobs created to date; and
- b) If the number of applicant's employees is not equal to or greater than the number given in the application, an explanation for any shortfall shall be included; and

- c) The estimated project cost in the application and the actual final project cost to date (required in the initial report only).

The "Company" understands that if employment has not been retained or reached as stated in the application or the construction and/or expansion project has not been completed or expenditures made as described in the application, the "Township" has the right to recommend revocation of the Industrial Facilities Exemption Certificate by resolution presented to the State Tax Commission.

2. The "Company" or an agency or affiliate designated by the "Company", is encouraged to contribute some percentage of its abated taxes yearly to local charitable organizations or community service groups or to the "Township" with a designation that the contribution is to be used for a specific purpose.

3. If in any year during the abatement period the "Company" invokes the jurisdiction of the Michigan Tax Tribunal for the purpose of seeking a reduction of the assessed and/or taxable value of the real property to which the abatement applies as a result of a petition filed by the "Company" for such year, the "Company" shall immediately refund to each taxing authority the amount(s) abated during all years covered by this Certificate based on the higher assessment minus the amount(s) abated based on the reduced assessment. The "Company" shall also abandon and return to the "Township" this Industrial Facilities Exemption Certificate. The "Company" agrees that this is a contractual right and may be enforced in a court of competent jurisdiction. No sanctions hereunder will accrue to the "Company" in the event it files an action in the Michigan Tax Tribunal with respect to the abated property in order to correct a clerical error of the Assessor such as an error in addition or subtraction.

If in any year during the abatement period the "Company" invokes the jurisdiction of the Michigan Tax Tribunal for the purpose of seeking a reduction of the assessed and/or taxable value of the personal property to which the abatement applies beyond that allowed by State Tax Commission Depreciation Table assigned to the property by the Township Assessor, the "Company" shall immediately refund to each taxing authority the amount(s) abated during all years covered by this Certificate based on the higher assessment minus the amount(s) abated based on the reduced assessment. The "Company" shall also abandon and return to the "Township" this Industrial Facilities Exemption Certificate. The "Company" agrees that this is a contractual right and may be enforced in a court of competent jurisdiction. No sanctions hereunder will accrue to the "Company" in the event it files an action in the Michigan Tax Tribunal with respect to the abated property in order to correct a clerical error of the Assessor such as an error in addition or subtraction.

It will be a substantial default of this Agreement if the "Company" asserts to any court or administrative agency during the term of this Agreement that the true cash value of the property (real or personal) is other than or different than the amounts stated in the tax abatement application. The "Company" hereby stipulates and certifies that it has accurately valued the personal property and/or real property which is the subject of the abatement and the "Township" can rely on the figures represented in the application.

The "Company" agrees to reimburse the "Township" for any costs the "Township" incurs in responding to or contesting any appeal the "Company" asserts to any court or administrative agency during the term of this Agreement that the true cash value of the property (real or personal) is other than or different than the amount stated in the tax abatement application except as offset by applicable State Tax Commission Depreciation Table(s) and asset disposals. The costs subject to this section include attorney fees, appraisal costs, filing fees, expert witness fees, travel costs, copying expense, and any other cost or expense reasonably incurred by the "Township" in responding to or defending against such assertions.

4. The parties hereto further agree that if any of the above referenced conditions are not met within thirty (30) days after written notice by the "Township" of such failure, thereafter the "Township" may recommend revocation of this tax abatement. The "Township" shall not recommend such revocation until after a hearing is conducted wherein the "Company" shall be offered an opportunity to demonstrate why it has not breached any of the conditions set forth above or any other reasons why the tax abatement should not be revoked. The "Company" shall be given thirty (30) days written notice of such hearing which shall be conducted by the "Township" or its designee.

5. The determination of whether to recommend revocation of the Industrial Facilities Exemption Certificate shall be in the sole discretion of the Board of Trustees of the "Township."

In the alternative after such hearing, the Board of Trustees of the "Township" may require the "Company" to post a performance bond, funded by a percentage of the abated taxes, or may sue for money damages in a court of competent jurisdiction, in lieu of or in addition to recommending revocation of the Industrial Facilities Exemption Certificate. The performance bond shall be limited to the amount of abated taxes to ensure that all of the above conditions are met. The calculation of the amount of the bond shall be determined by the Board of Trustees of the "Township" and shall be binding upon the "Company" absent manifest error. The "Township" may make a claim against and enforce the terms of that performance bond.



By signature of representatives of both the "Company" and the "Township", it is understood that both the "Company's" investment in the project and the "Township's" investment through the granting of the Industrial Facilities Exemption Certificate are to encourage the economic growth of all.

It is also acknowledged that certain economic conditions can, at times, prohibit the maintenance of the "Company's" targeted status. It is understood that if such conditions exist at the time of the designated "Company" reports, the governing body of the "Township" will carefully evaluate the "Company's" situation, and will inform the "Company" if any action is considered in order to give the "Company" an opportunity for correction.

#### AFFIDAVIT OF FEES

In accordance with State Tax Commission Bulletin No. 3, dated January 1998, representatives of the "Township" and the "Company" do hereby swear and affirm by their signatures below that no payment(s) in excess of the fee allowed by Act 198, as amended, whether referred to as "fees", "payments in lieu of taxes", "donations", or by other like terms, has (have) been made or promised in exchange for favorable consideration of an Industrial Facilities Exemption Certificate application.

APPLICANT:

CHARTER TOWNSHIP OF PLYMOUTH:

Tower Automotive Operations USA

Company Name



Signature

Its: CEO

Richard M. Reaume

Its: Supervisor

Nancy Conzelman

Its: Clerk

Approved by the Charter Township of Plymouth Board of Trustees on

\_\_\_\_\_.

Resolution No. \_\_\_\_\_

# Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-2408.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Nancy Houghman</i>	Date received by Local Unit <i>Nov. 25, 2013</i>
STC Use Only	
Application Number	Date Received by STC

## APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Tower Automotive Operations USA I, LLC		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3465	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 43955 Plymouth Oaks Boulevard, Plymouth, MI 48170		1d. City/Township/Village (indicate which) Plymouth	1e. County Wayne
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Research and Development (Sec. 2(9))		3a. School District where facility is located Canton	3b. School Code 82100
		4. Amount of years requested for exemption (1-12 Years) 12 years	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Purchase of new equipment to manufacture parts related to a chrysler program.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	\$3,852,180.00 Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	\$3,852,180.00 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements			<input type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements	6/1/13	9/1/13	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

9. No. of existing jobs at this facility that will be retained as a result of this project.  
13

10. No. of new jobs at this facility expected to create within 2 years of completion.  
20

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	
b. TV of Personal Property (excluding inventory)	
c. Total TV	

12a. Check the type of District the facility is located in:  
☒ Industrial Development District ☐ Plant Rehabilitation District

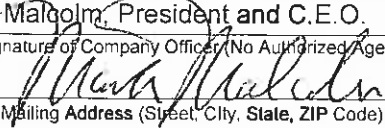
12b. Date district was established by local government unit (contact local unit)  
7/17/90

12c. Is this application for a speculative building (Sec. 3(8))?  
☐ Yes ☒ No

**APPLICANT CERTIFICATION - complete all boxes.**

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name <b>Jerry DuFresne</b>	13b. Telephone Number <b>(248) 675-6013</b>	13c. Fax Number <b>(248) 675-6801</b>	13d. E-mail Address <b>dufresne.gerald@towerinternational.com</b>
14a. Name of Contact Person <b>Jerry DuFresne</b>	14b. Telephone Number	14c. Fax Number	14d. E-mail Address
▶ 15a. Name of Company Officer (No Authorized Agents) <b>Mark Malcolm, President and C.E.O.</b>			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number <b>(248) 675-6801</b>	15d. Date <b>11/14/13</b>
▶ 15e. Mailing Address (Street, City, State, ZIP Code) <b>17672 N. Laurel Park Drive, Suite 400E, Livonia, MI 48152</b>		15f. Telephone Number <b>(248) 675-6000</b>	15g. E-mail Address <b>Malcolm.Mark@towerinternational.com</b>

**LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.**

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit  <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)	
16a. Documents Required to be on file with the Local Unit <b>Check or Indicate N/A if Not Applicable</b> <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.			
16c. LUCI Code		16d. School Code	
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application	

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission**  
**Michigan Department of Treasury**  
**P.O. Box 30471**  
**Lansing, MI 48909-7971**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

**Plymouth**  
**File Listing Report**

Book  
FYE

					In Svc	Installment date		Acquired Cost New
<b>Manufacturing Machinery and Equipment</b>								
001269	Weld Gun & Controller 15771	North	ME	1471	09/01/13	06/01/13	Milco/Flexroth	60,124.92
001270	Nut Feeder 15772	North	ME	1471	09/01/13	06/01/13	Dengensha	42,552.06
001271	Panel View Plus 1250 (PV2) 15773	North	ME	1471	09/01/13	06/01/13	Allen Bradley	22,860.88
001272	Robot 15774	North	ME NA15294	1471	09/01/13	06/01/13	Fanuc	75,485.78
001273	Weld Gun & Controller w/ tip dresser 15775	North	ME	1471	09/01/13	06/01/13	Milco/Flexroth	78,717.90
001274	Sealer System - 2 Guns, Pump and Ram A&B, control panel 15776	North	ME	1471	09/01/13	06/01/13	Nordson	20,898.59
001275	Robot (M/H) 15777	North	ME NA15294	1471	09/01/13	06/01/13	Fanuc	73,449.37
001276	Robot 15778	North	ME NA15294	1471	09/01/13	06/01/13	Fanuc	75,485.78
001277	Weld Gun & Controller w/ tip dresser 15779	North	ME	1471	09/01/13	06/01/13	Milco/Flexroth	78,717.90
001278	Robot (M/H) 15780	North	ME NA15294	1471	09/01/13	06/01/13	Fanuc	73,449.37
001279	Weld Gun & Controller w/ tip dresser 15781	North	ME	1471	09/01/13	06/01/13	Milco/Flexroth	78,717.90
001280	Weld Gun & Controller 15782	North	ME	1471	09/01/13	06/01/13	Milco/Flexroth	60,124.90
001281	Chiller 15783	North	ME	1471	09/01/13	06/01/13	Schreiber	39,987.04
001282	PDP LH (PDP2) 15784	North	ME	1471	09/01/13	06/01/13	Valiant	15,838.77
001283	Panel View Plus 1250 (PV3) 15785	North	ME	1471	09/01/13	06/01/13	Allen Bradley	22,860.88
001284	Safety Enclosure (SFTY2) Not Tag-able	North	ME	1471	09/01/13	06/01/13	Valiant	37,004.59
001285	Master Control Panel (E20 SYS) 15786	North	ME	1471	09/01/13	06/01/13	Valiant	36,456.48
001286	Weld Gun & Controller 15787	North	ME	1471	09/01/13	06/01/13	Milco/Flexroth	60,124.90
001287	Nut Feeder 15788	North	ME	1471	09/01/13	06/01/13	Dengensha	42,552.06
001288	Panel View Plus 1250 (PV1) 15789	North	ME	1471	09/01/13	06/01/13	Allen Bradley	22,860.88

001289	Robot 15790	North	ME	NA15294	1471	09/01/13	06/01/13	Fanuc	75,485.78
001290	Weld Gun & Controller w/ tip dresser 15791	North	ME		1471	09/01/13	06/01/13	Milco/Rexroth	78,717.90
001291	Robot (M/H) 15792	North	ME	NA15294	1471	09/01/13	06/01/13	Fanuc	73,449.37
001292	Robot 15805	North	ME	NA15294	1471	09/01/13	06/01/13	Fanuc	75,485.78
001293	Weld Gun & Controller w/ tip dresser 15794	North	ME		1471	09/01/13	06/01/13	Milco/Rexroth	78,717.90
001294	Robot (M/H) 15795	North	ME	NA15294	1471	09/01/13	06/01/13	Fanuc	73,449.37
001295	Weld Gun & Controller w/ tip dresser 15796	North	ME		1471	09/01/13	06/01/13	Milco/Rexroth	78,717.90
001296	Weld Gun & Controller 15797	North	ME		1471	09/01/13	06/01/13	Milco/Rexroth	60,124.90
001297	PDP RH (PDP1) 15798	North	ME		1471	09/01/13	06/01/13	Valiant	15,838.77
001298	Rear Rail Lower Shipping Racks; Blue Not Tag-able		ME	NA15072	1471	09/01/13	06/01/13	Weldall	54,297.50
001299	Rear Rail Lower Shipping Racks; Brown Not Tag-able		ME	NA15072	1471	09/01/13	06/01/13	Weldall	54,297.50
001300	Critical Spare Parts - KL Not Tag-able		ME		1471	09/01/13		Various	83,493.24
001301	Plastic containers, lids, pallets - KL Not Tag-able		ME	NA15306-8	1471	09/01/13	06/01/13	Orbis	46,766.79
001302	Air Actuated Lift Table Not Tag-able		ME	NA15674	1471	09/01/13	06/01/13	Knight	42,054.66
001303	Transfer Fingers - KL Lower Rail Not Tag-able		ME	Various	1471	09/01/13	06/01/13	Norgren	97,824.08
001304	Weld Gun & Controller 15799	North	ME		1471	09/01/13	06/01/13	Milco/Rexroth	56,933.49
001305	Nut Feeder 15800	North	ME		1471	09/01/13	06/01/13	Dengesha	40,293.41
001306	Weld Gun & Controller 15819	North	ME		1471	09/01/13	06/01/13	Milco/Rexroth	56,933.49
001307	Panel View Plus 1250 (PV3) 15802	North	ME		1471	09/01/13	06/01/13	Allen Bradley	21,647.43
001308	Robot 15803	North	ME	NA15294	1471	09/01/13	06/01/13	Fanuc	71,479.01
001309	Weld Gun & Controller w/ tip dresser 15804	North	ME		1471	09/01/13	06/01/13	Milco/Rexroth	74,539.57
001310	Robot 15793	North	ME	NA15294	1471	09/01/13	06/01/13	Fanuc	71,479.01

001311	Weld Gun & Controller w/ lip dresser 15806	North	ME	NA15294	1471	09/01/13	06/01/13	Milco/Rexroth	74,539.57
001312	Weld Gun & Controller w/ lip dresser 15807	North	ME	NA15294	1471	09/01/13	06/01/13	Milco/Rexroth	74,539.57
001313	Robot (M/H) 15808	North	ME	NA15294	1471	09/01/13	06/01/13	Fanuc	69,550.69
001314	Robot (MIG) 15809	North	ME	NA15294	1471	09/01/13	06/01/13	Fanuc	85,566.47
001315	Torch Reamer w/ Power Supply 15810	North	ME	NA15294	1471	09/01/13	06/01/13	Lincoln	9,076.41
001316	Panel View Plus 1250 (PV1) 15811	North	ME	NA15294	1471	09/01/13	06/01/13	Allen Bradley	21,647.43
001317	Power Distribution Panel 1 15812	North	ME	NA15294	1471	09/01/13	06/01/13	Valiant	14,998.05
001318	Safety Enclosure Not Tag-able	North	ME	NA15294	1471	09/01/13	06/01/13	Valiant	35,040.40
001319	Chiller 15814	North	ME	NA15294	1471	09/01/13	06/01/13	Schreiber	37,864.54
001320	Master Control Panel 15815	North	ME	NA15294	1471	09/01/13	06/01/13	Valiant	34,521.38
001321	Robot 15816	North	ME	NA15294	1471	09/01/13	06/01/13	Fanuc	71,479.01
001322	Weld Gun & Controller w/ lip dresser 15817	North	ME	NA15294	1471	09/01/13	06/01/13	Milco/Rexroth	74,539.57
001323	Robot 15818	North	ME	NA15294	1471	09/01/13	06/01/13	Fanuc	71,479.01
001324	Weld Gun & Controller w/ lip dresser 15801	North	ME	NA15294	1471	09/01/13	06/01/13	Milco/Rexroth	74,539.57
001325	Weld Gun & Controller w/ lip dresser 15820	North	ME	NA15294	1471	09/01/13	06/01/13	Milco/Rexroth	74,539.57
001326	Robot (M/H) 15821	North	ME	NA15294	1471	09/01/13	06/01/13	Fanuc	69,550.69
001327	Robot (MIG) 15813	North	ME	NA15294	1471	09/01/13	06/01/13	Fanuc	85,566.47
001328	Torch Reamer w/ Power Supply 15822	North	ME	NA15294	1471	09/01/13	06/01/13	Lincoln	9,076.41

001329	Panel View Plus 1250 (PV2) 15823	North	ME	1471	09/01/13	06/01/13	Allen Bradley	21,647.43
001330	Power Distribution Panel 2 15824	North	ME	1471	09/01/13	06/01/13	Valiant	14,998.05
001331	Rear Rail Upper WIP racks (Orange) Not Tag-able		ME	NA15006, 15142	09/01/13	06/01/13	Weldall	90,644.96
001332	Rear Rail Upper WIP racks (Green) Not Tag-able		ME	NA15006, 15142	09/01/13	06/01/13	Weldall	88,911.60
001334	Robot - Critical Spare 15825		ME		09/01/13	06/01/13	Fanuc	21,542.67
001335	Robot - Critical Spare 15826		ME		09/01/13	06/01/13	Fanuc	21,542.67
001336	Robot - Critical Spare 15827		ME		09/01/13	06/01/13	Fanuc	21,542.66
001337	Tessonics Ultrasonic Weld Analyzer 15828		ME	NA15269	09/01/13	06/01/13	Tessonics	90,402.04
001338	Transfer Fingers - KL Upper Rail Not Tag-able		ME	Various	09/01/13	06/01/13	Norgren	92,631.60
Grand Total								<u>\$ 3,852,276.29</u>

### Company Operations

Tower Automotive is a market leader in the design and manufacture of lower vehicle structures including full frames, front and rear suspension subframes and cross members. As a full service supplier, we offer complete engineering services including: product design, analysis, testing, prototyping, manufacturing and project management to ensure our customers experience flawless launches. In addition, we employ a variety of advanced product and process technologies in the areas of lightweight structures, metal forming and joining, as well as flexible assembly. We produce parts for the World's largest automotive manufacturers.

The automotive industry has become so cost competitive in the last few years that a large number of automotive suppliers have turned to outsourcing production to locations outside of Michigan and in some cases, outside the United States in order to meet the pricing demands of their customers.

Tax incentive programs and grants play a significant role in Tower's capital investment decisions. Tower has many options available when determining where best to deploy our capital equipment as we have plants throughout the United States and the world.



## Tower Automotive Operations USA I, LLC

Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.

Lot 15 of Plymouth Oaks Business Park Sub. Part of the S.E.  $\frac{1}{4}$  of Section 22 T.1S., R.8E; Plymouth Township, Wayne County, State of Michigan as recorded in Liber 104, Pages 14-20, Wayne County Records.

Also including that portion of Lot 16 of said Plymouth Oaks Business Park Sub. described as follows: Beginning at the S.E. corner of said Lot 16, also being the S.W. corner of Lot 15; thence N.  $84^{\circ}21'43''$  W. 328.26 feet along the South line of said Lot 16; thence N  $05^{\circ}38'17''$  E. 396.64 feet; thence N  $46^{\circ}39'06''$  W. 50.00 feet; thence nontangentially 62.55 feet along the arc of a 416.00 foot radius circular arc concave to the Northwest, degree of curvature  $13^{\circ}48'23''$ , Delta  $08^{\circ}38'56''$ , chord bearing N.  $44^{\circ}54'37''$  E. 62.49 feet; thence S.  $46^{\circ}39'06''$  E. 414.94 feet along the Northeasterly line of said Lot 16; thence S.  $05^{\circ}38'17''$  W. 221.80 feet along the Easterly line of said Lot 16 to the point of beginning.

This parcel being all of Lot 15 and part of Lot 16, Plymouth Oaks Business Park Sub. And containing 18.408 acres of land more or less. Also being subject to easements as shown on the plat of said subdivision and any other easements and restrictions of record, if any.

#### FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is entered into as of the 18<sup>th</sup> day of August, 2011 by and between LEXINGTON LION PLYMOUTH L.P., a Delaware limited partnership ("Landlord"), and TOWER AUTOMOTIVE OPERATIONS USA I, LLC, a Delaware limited liability company ("Tenant").

#### WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease, dated August 11, 1995, between Demco XV Limited Partnership ("Demco"), as landlord, and A.O. Smith Corporation ("Smith"), as tenant, as amended by that certain Lease Amendment, dated June 10, 1998, between Plymouth United, LLC ("Plymouth"), successor-in-interest to Demco, as landlord, and Tower Automotive Products Company, Inc. ("Tower Inc."), successor-in-interest to Smith, as tenant, as further amended by that certain Second Amendment to Lease, dated as of June 10, 2002, between Plymouth and Tower Inc., and as further amended by that certain Third Amendment to Lease, dated as of September 4, 2002, between Plymouth and Tower Inc. (as so amended, the "Lease") for the building containing approximately 290,133 rentable square feet and located at 43955 Plymouth Oaks Boulevard in Plymouth, Michigan (the "Premises");

WHEREAS, pursuant to that certain assignment and assumption agreement dated September 3, 2003, Plymouth assigned all of its right, title and interest as landlord under the Lease to Lexington Plymouth LLC;

WHEREAS, on November 13, 2003, Lexington Plymouth LLC filed a certificate of conversion with the Secretary of State of the state of Delaware changing its name from "Lexington Plymouth LLC" to "Lexington Lion Plymouth L.P.";

WHEREAS, pursuant to that certain Assignment and Assumption of Lease, dated as of July 31, 2007, Tower Inc. assigned all of its right, title and interest as tenant under the Lease to Tower Automotive Operations USA I, LLC, but Tower Inc. was not released by Landlord from liability under the Lease; and

WHEREAS, Tenant has exercised its First Option to Extend and Landlord and Tenant desire to extend the Lease Term and amend certain provisions of the Lease on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agrees as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated into this Amendment as if fully set forth herein.

2. Extension of the Lease Term and Termination Date. Notwithstanding anything to the contrary in the original Lease, Tenant hereby exercises its First Option to Extend the Lease Term, in accordance with Section 7.1 of the Lease so that the Lease Term is hereby extended by five (5) years commencing on November 1, 2012, and the Termination Date shall be October 31, 2017 (the "First Option Term"). Tenant shall have one remaining option to extend the Lease Term for an additional period of five (5) years, in accordance with Section 7.1 of the Lease.

3. Base Rent. The Base Rent during the First Option Term shall be \$1,378,131.75 per year payable in monthly installments of \$114,844.31 in accordance with the Lease.

4. Tenant Improvement Allowance. On November 1, 2012, Landlord shall grant Tenant a Tenant Improvement Allowance in the amount of \$290,133.00 (the "TI Allowance") to be used solely for repairs and improvements to the Premises in accordance with the terms of the Lease. The TI Allowance shall be paid to Tenant after submission to Landlord of paid invoices (with lien releases) and inspection of the repairs and improvements by Landlord.

5. Notices. Section 34.6 of the Lease is amended by replacing Landlord's address with the following:

Lexington Lion Plymouth L.P.  
c/o Lexington Realty Trust  
One Penn Plaza, Suite 4015  
New York, NY 10119-4015  
Attn: Lease Administrator (notices)

With a copy of notices to:

Lexington Lion Plymouth L.P.  
c/o Lexington Realty Trust  
One Penn Plaza, Suite 4015  
New York, NY 10119-4015  
Attn: General Counsel

Tenant's address shall be replaced with the following:

Tower Automotive Operations USA I, LLC  
17672 N. Laurel Park Drive, Suite 400E  
Livonia, MI 48152  
Attention: Director, Legal Affairs

6. Broker. Landlord and Tenant each hereby represent and warrant that they have not dealt with any broker, agent or finder in connection with this Amendment. The party who breaches this warranty shall defend, indemnify and hold the other harmless from and against all claims, liabilities, losses, damages, costs and expenses (and reasonable costs of defending

against and investigating such claims) of any other broker(s) or similar parties claiming under the indemnifying party in connection with this Amendment.

7. Non Customary Services/Sublease Or Assignment Rents. Section 34.16 is hereby added to the Lease:

34.16 Non Customary Services/Sublease Or Assignment Rents

For the avoidance of doubt, notwithstanding any provisions to the contrary, Landlord shall not be required to provide any services to Tenant or Tenant's employees, guests or visitors that, if performed by Landlord, would constitute "impermissible tenant services" within the meaning of Section 856(d)(7) of the Internal Revenue Code of 1986, as amended, or any successor provision thereto. Any such services shall be performed at Tenant's sole expense by an individual or entity that qualifies as an "independent contractor" within the meaning of Section 856(d)(3) of the Internal Revenue Code of 1986, as amended, or any successor provision thereto. Tenant shall pay the cost of any such services directly to the independent contractor. Tenant expressly covenants and agrees not to enter into any sublease or assignment which provides for rental or other payment for such use, occupancy or utilization based in whole or in part on the net income or profits derived by any person from the property leased, used, occupied, or utilized (other than an amount based on a fixed percentage or percentages of receipts or sales), and that any such purported sublease or assignment shall be absolutely void and ineffective as a conveyance of any right or interest in the possession use occupancy or utilization of the Premises.

8. Miscellaneous

(a) The provisions of this Amendment shall supersede any inconsistent provisions contained in the Lease. Except as hereby modified, all of the terms, covenants and conditions of the Lease shall remain in full force and effect and the parties hereto hereby ratify each and every term, covenant and agreement contained therein.

(b) Landlord reserves all of its rights with respect to any and all claims under the Lease, including, without limitation, claims for additional rent due to Landlord from Tenant under the Lease. Nothing herein or elsewhere shall be deemed or construed to be a waiver of any such claims.

(c) This Amendment may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, and all of which taken together shall constitute but one and the same instrument.

(d) Time shall be of the essence with respect to all of the time periods set forth herein and in the Lease.

(e) This Amendment shall not be binding upon or enforceable against Landlord or Tenant unless and until Landlord and Tenant shall have executed and delivered an executed counterpart of this Amendment.

(f) This Amendment may not be modified, amended or terminated, nor any of its provisions waived, except by an agreement in writing signed by the party against whom enforcement of any modification, amendment or waiver is sought.

(g) The covenants, agreements, terms, provisions and conditions contained in this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(h) All capitalized terms used herein without definition shall have the meanings ascribed to them in the Lease.

**[Remainder of page left blank intentionally]**

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

**LANDLORD:**

LEXINGTON LION PLYMOUTH L.P., a Delaware limited partnership

By: Lexington Lion Plymouth GP LLC, a Delaware limited liability company, its general partner

By: Lexington/Lion Venture L.P., a Delaware limited partnership, its member

By: LXP GP LLC, a Delaware limited liability company, its general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TENANT:**

TOWER AUTOMOTIVE OPERATIONS USA I, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURES CONTINUED ON NEXT PAGE]

CONSENT AND JOINDER OF GUARANTOR:

For Ten Dollars (\$10.00) and other good and valuable consideration paid by LEXINGTON LION PLYMOUTH L.P. to TOWER INTERNATIONAL, INC., ("Guarantor"), as successor in interest to TOWER AUTOMOTIVE, Inc. ("Initial Guarantor"), the receipt and sufficiency of which are hereby acknowledged by Guarantor, Guarantor hereby agrees that that certain Lease Guaranty dated as of July 9, 2002 (the "Guaranty") given by Initial Guarantor in connection with, and to provide security for Tenant's obligations under the Lease, as amended, shall remain in full force and effect. Guarantor hereby acknowledges the matters contained in, and consents to and joins in, this Fourth Amendment to Lease. Guarantor, by its execution hereof, ratifies and reaffirms its obligations set forth in the Guaranty with respect to the Lease as amended by this Amendment.

Tower International, Inc., a Delaware corporation

By: 

Name: JAMES C. GOUIN

Title: EXECUTIVE V.P. & CFO

Dated:



## AFFIDAVIT OF FEES

By signatures of both the Applicant and the Municipality below, it is understood that no payment of any kind in excess of the fee allowed by Act 198, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certification application.

If the State Tax Commission determines after an exemption certificate has been issued that a payment of any kind in excess of the fee allowed by Act 198, as amended, has been made or promised, the State Tax Commission shall revoke the exemption certificate and may pursue other appropriate sanctions against the parties.

This requirement shall apply to all applications received by the State Tax Commission after December 31, 1997.

WITNESSES:

Heidi Llewellyn  
Margaret J. Kuehn

APPLICANT

By: Mark Malcom

Title: CEO

Date: 11/18/13

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGED BY  
Township of Plymouth

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





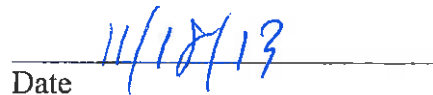
17672 Laurel Park Drive N, Suite 400E  
Livonia, Michigan 48152-3984

CERTIFIED STATEMENT REGARDING DATE ON WHICH  
INSTALLATION OF PERSONAL PROPERTY COMMENCED

I, MARK MALCOLM, in my capacity as CEO of the applicant, Tower Automotive Operations USA I, LLC, do hereby certify that the installation of the new machinery and equipment which is the subject of this application commenced on June 1, 2013.

A handwritten signature in blue ink, appearing to read "Mark Malcolm", written over a horizontal line.

Signature

A handwritten date "11/18/13" in blue ink, written over a horizontal line.

Date

CHARTER TOWNSHIP OF PLYMOUTH  
STAFF REQUEST FOR BOARD ACTION

Meeting Date: January 14, 2014

ITEM: Special Assessment District for Country Acres of Plymouth Nos. 1, 2 & 3 Subdivision

BRIEF: Conduct Public Hearing of Necessity and Authorize Final Drawings and Bids

ACTION:

The Board is being asked to hold a public hearing for the Special Assessment District. After holding public hearing, make determination to proceed to the next phase in the process or drop the project. If determination is made to proceed: approve the resolution prepared authorizing the Engineer to complete final engineering drawings, to take bids, and have the Supervisor prepare final special assessment roll for the Board's approval at the next public hearing to be held for the assessment.

DEPARTMENT / PRESENTER(S):

Patrick J. Fellrath, P.E., Director of Public Utilities  
Rhett Gronevelt, P.E., Orchard, Hiltz & McCliment, Inc.

BACKGROUND:

Petition was received from property owners requesting pavement improvements in the Country Acres of Plymouth Nos. 1, 2 & 3 Subdivision. The Attorney has indicated that the Board of Trustees has the authority by statute to prepare a Special Assessment Roll for the pavement improvements proposed in the Subdivision. If twenty percent (20%) of those residents in Country Acres of Plymouth Nos. 1, 2 & 3 Subdivision being considered for pavement object to the assessment, then the statute would require that fifty-one percent (51%) of the residents abutting the affected roadways would have to petition for the project. One hundred forty four (144) of the two hundred eleven (211) lots have signed the petition in favor of the pavement improvements resulting in a percentage of sixty eight percent (68%). Property owners representing approximately 25,352 lineal feet of the 36,954 lineal feet involved in the project have petitioned for the pavement improvements resulting in a percentage of sixty nine percent (69%).

BUDGET / TIME LINE:

Please find attached the Engineer's estimate in the approximate amount of \$1,029,000.00. Upon determination to proceed, no further action would be required. Upon a determination to proceed and approval of the resolution, the Engineer would prepare the appropriate final engineering documents, secure bids and prepare for a second and final public hearing so that a final determination could be made to proceed or not to proceed with the actual pavement improvements.

RECOMMENDATION:

I move to approve Resolution No. 2014-01-14-02 authorizing the Engineer to complete final engineering drawings, to take bids, and have the Supervisor prepare the final Special Assessment Roll for the Board's approval upon completion of the thirty (30) day waiting period, provided no objections have been filed.

RECOMMENDATION: Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

VOTE: \_\_\_\_KA \_\_\_\_CC \_\_\_\_BD \_\_\_\_MK \_\_\_\_RE \_\_\_\_NC \_\_\_\_RR

MOTION CARRIED \_\_\_\_\_ MOTION DEFEATED \_\_\_\_\_

STATE OF MICHIGAN  
COUNTY OF WAYNE  
CHARTER TOWNSHIP OF PLYMOUTH

RESOLUTION 2013-01-14-02

At a regular meeting of the Township Board of the Charter Township of Plymouth, held on January 14, 2014 at 7:00 p.m., the following preamble and resolution was offered:

WHEREAS, the Township has received Petitions from record owners of land for the creation of a Special Assessment District for road paving improvements in the Country Acres of Plymouth Nos. 1, 2 & 3 Subdivision pursuant to Public Act 188 of 1954, as amended (MCLA 41.721 et seq) and the Township Supervisor has filed his/her Certificate setting forth that the percentage of record owners of land by front footage within the District is not less than 51%; and

WHEREAS, the Board of Trustees of the Charter Township of Plymouth has caused to be prepared plans, specifications, and estimates of costs for the road rehabilitation of the hereinafter described streets and said plans, specifications, and estimates of costs were filed with the Township Clerk for public examination; and

WHEREAS, in accordance with the Notice of Special Assessment Hearing, the same being published and mailed in accordance with law and statute provided as shown by affidavits pertaining thereto on file with the Township Clerk, a hearing was scheduled and conducted on this 14th day of January 2014, commencing at 7:00 o'clock p.m. and all persons given the opportunity to be heard in the matter; and

NOW THEREFORE, BE IT RESOLVED THAT:

- (1) The Township Board hereby determines to make the improvements described as the construction of the aforesaid public improvements and more particularly described hereinafter:

The proposed improvements shall consist of full depth removal of the existing concrete road with the placement of new concrete pavement at the entrances to the subdivision on Fellows Creek Drive, Maple Ridge Drive, Fellows Hills Drive, and various locations within the subdivision. It is understood that this is primarily a road maintenance project and therefore any drainage problems existing prior to the project will not be corrected except where said modification is necessary to protect the life of the road pavement. Existing water problems, such as standing water, etc., outside of the roadway will not be resolved by this program. It is further understood

that this alternate, if permitted by the County of Wayne, could be subject to special conditions dependent upon the findings of the soils investigation report, existing subsurface conditions, etc. The proposed improvements to the existing two-lane concrete pavement shall consist of complete concrete pavement replacement, as well as miscellaneous driveway and drainage work, which may be needed to facilitate the replacement of the concrete road pavement. The project commences from the north right-of-way of Ann Arbor Road and proceeds northward on Fellows Creek Drive for approximately 5200 feet to the west right-of-way of Fellows Hill Drive. The project proceeds: West from Fellows Creek Drive along W. Fellows Creek Court, and East from Fellows Creek Drive along E. Fellows Creek Court; West from Fellows Creek Drive along Top of Hill Court; South from the south right-of-way of Powell Road and proceeds along Fellows Hill Drive to Fellows Creek Drive; North from Fellows Hill Drive along Fellows Hill Court; East from Fellows Hill Drive along Pine Court, Oakview Court, Powell Ridge Court, and Ash Court; West from Fellows Hill Drive along Top of Hill Drive to Fellows Creek Drive; South from the south right-of-way of Powell Road and proceeds along Maple Ridge Drive to Fellows Creek Drive; West from Maple Ridge Drive along North Ridge Drive; South from North Ridge Drive along Maple Valley Drive .

- (2) The Township Board hereby approves the plans and estimate of cost in the sum of \$1,029,000.00 as prepared by the registered engineer and hereby determines that the petition for the improvement described above is sufficient. Of the aforesaid total cost of the project, the sum of \$1,029,000.00 will be spread against the Special Assessment District.
- (3) The Township Board finally determines that the Special Assessment District shall consist of the following described property:

The district limit for frontage along Fellows Creek Drive, E Fellows Creek Court, W Fellows Creek Court, Fellows Hill Drive, Fellows Hill Court, Pine Court, Oak View Court, Top of Hill Drive, Top of Hill Court, Ash Court, Powell Ridge Court, Maple Ridge Drive, Maple Valley Drive, N. Ridge Drive, consisting of lots 1 through 211 of Country Acres of Plymouth Nos. 1, 2 & 3 Subdivision located in Section 31, T.1S, R8E, of Plymouth Township, Wayne County, Michigan.

- (4) The Supervisor is hereby directed to make a special assessment roll on which shall be described all the parcels of land to be assessed as above set forth with the name(s) of the owners thereof, if known, and the total amount to be assessed against each parcel of land, which amount shall be such relative portion of the whole sum to be levied against all parcels of land in the assessment district as the benefit to such parcel of land bears to the total benefit to all parcels of land in the Special Assessment District.
- (5) When the Supervisor shall have completed the special assessment roll, he shall affix thereto his certificate stating that said roll was made pursuant to a resolution of the Township Board of the Township of Plymouth adopted January 14, 2014, and that in making the assessment roll he has, according to his best judgment, conformed in all respects to the directions contained in said resolution and the statutes of the State of Michigan, and the Supervisor shall then report the special assessment roll with his certificate attached thereto to the Township Board.
- (6) All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

PRESENT: [Arnold, Conzelman, Curmi, Doroshewitz, Edwards, Kelly, Reaume]  
 ABSENT: [None]

MOVED: [ ]  
 SUPPORT: [ ]

**ROLL CALL VOTE**

AYES: [ ]  
 NAYS: [ ]

ADOPTED: [January 14, 2014 – Regular Meeting]

RESOLUTION: 2014-01-14-02

**Certification**

STATE OF MICHIGAN     )  
                                       )  
 COUNTY OF WAYNE     )

I hereby certify that the foregoing is a true copy of the above Resolution, the original of which is on file in my office.

\_\_\_\_\_  
 Nancy C. Conzelman, Clerk  
 Charter Township of Plymouth

**SPECIAL ASSESSMENT DISTRICT TENTATIVE ASSESSMENT ROLL  
COUNTRY ACRES OF PLYMOUTH Nos. 1, 2, & 3 SUBDIVISION**

**Assumptions:**

1. Frontage is defined by properties abutting Fellows Creek Drive, Fellows Hill Drive, East Fellows Creek Court, West Fellows Creek Court, Fellows Hill Court, Pine Court, Oak View Court, Top of Hill Drive, Top of Hill Court, Ash Court, Powell Ridge Court, Maple Ridge Drive, Maple Valley Drive, North Ridge Drive

SIDWELL #	LOT #	FRONTAGE	SIGNED	UNITS	SIGNED	ADDRESS
R-78-045-02-0001-000	1	154.98 FL	-	FL 1		9000 Fellows Creek Drive
R-78-045-02-0002-000	2	355.00 FL	355.00	FL 1	1	9086 East Fellows Creek Court
R-78-045-02-0003-000	3	127.35 FL	127.35	FL 1	1	50329 East Fellows Creek Court
R-78-045-02-0004-000	4	128.92 FL	128.92	FL 1	1	50271 East Fellows Creek Court
R-78-045-02-0005-000	5	128.92 FL	128.92	FL 1	1	50157 East Fellows Creek Court
R-78-045-02-0006-000	6	166.14 FL	166.14	FL 1	1	50099 East Fellows Creek Court
R-78-045-02-0007-000	7	74.22 FL	74.22	FL 1	1	50045 East Fellows Creek Court
R-78-045-02-0008-000	8	74.84 FL	-	FL 1		50058 East Fellows Creek Court
R-78-045-02-0009-000	9	121.88 FL	121.88	FL 1	1	50114 East Fellows Creek Court
R-78-045-02-0010-000	10	123.10 FL	123.10	FL 1	1	50172 East Fellows Creek Court
R-78-045-02-0011-000	11	123.26 FL	123.26	FL 1	1	50226 East Fellows Creek Court
R-78-045-02-0012-000	12	122.94 FL	122.94	FL 1	1	50286 East Fellows Creek Court
R-78-045-02-0013-000	13	129.90 FL	-	FL 1		50344 East Fellows Creek Court
R-78-045-02-0014-000	14	418.43 FL	-	FL 1		50400 East Fellows Creek Court
R-78-045-02-0015-000	15	191.54 FL	191.54	FL 1	1	9260 Fellows Creek Drive
R-78-045-02-0016-000	16	191.53 FL	191.53	FL 1	1	9348 Fellows Creek Drive
R-78-045-02-0017-000	17	131.54 FL	-	FL 1		9434 Fellows Creek Drive
R-78-045-02-0018-000	18	131.54 FL	-	FL 1		9522 Fellows Creek Drive
R-78-045-02-0019-000	19	364.14 FL	-	FL 1		50475 Fellows Hill Drive
R-78-045-02-0020-000	20	177.21 FL	177.21	FL 1	1	50439 Fellows Hill Drive
R-78-045-02-0021-000	21	140.86 FL	-	FL 1		50403 Fellows Hill Drive
R-78-045-02-0022-000	22	135.84 FL	-	FL 1		50367 Fellows Hill Drive
R-78-045-02-0023-000	23	194.61 FL	194.61	FL 1	1	50331 Fellows Hill Drive
R-78-045-02-0024-000	24	126.48 FL	-	FL 1		50295 Fellows Hill Drive
R-78-045-02-0025-000	25	467.64 FL	-	FL 1		9668 Fellows Hill Court
R-78-045-02-0026-000	26	155.00 FL	-	FL 1		9760 Fellows Hill Court
R-78-045-02-0027-000	27	135.37 FL	135.37	FL 1	1	9854 Fellows Hill Court
R-78-045-02-0028-000	28	77.38 FL	-	FL 1		9950 Fellows Hill Court
R-78-045-02-0029-000	29	74.13 FL	74.13	FL 1	1	9899 Fellows Hill Court
R-78-045-02-0030-000	30	108.58 FL	-	FL 1		9935 Fellows Hill Court
R-78-045-02-0031-000	31	125.01 FL	-	FL 1		9841 Fellows Hill Court
R-78-045-02-0032-000	32	145.22 FL	-	FL 1		9747 Fellows Hill Court
R-78-045-02-0033-000	33	379.72 FL	379.72	FL 1	1	9651 Fellows Hill Court
R-78-045-02-0034-000	34	125.00 FL	-	FL 1		50388 Fellows Hill Drive
R-78-045-02-0035-000	35	125.00 FL	125.00	FL 1	1	50424 Fellows Hill Drive
R-78-045-02-0036-000	36	413.05 FL	413.05	FL 1	1	50460 Fellows Hill Drive
R-78-045-02-0037-000	37	162.51 FL	162.51	FL 1	1	9782 Fellows Creek Drive
R-78-045-02-0038-000	38	147.33 FL	-	FL 1		9870 Fellows Creek Drive
R-78-045-02-0039-000	39	147.33 FL	147.33	FL 1	1	9856 Fellows Creek Drive
R-78-045-02-0040-000	40	150.23 FL	150.23	FL 1	1	10044 Fellows Creek Drive
R-78-045-02-0041-000	41	122.10 FL	122.10	FL 1	1	9951 Fellows Creek Drive
R-78-045-02-0042-000	42	122.10 FL	122.10	FL 1	1	9865 Fellows Creek Drive
R-78-045-02-0043-000	43	122.17 FL	122.17	FL 1	1	9777 Fellows Creek Drive
R-78-045-02-0044-000	44	122.02 FL	-	FL 1		9741 Fellows Creek Drive
R-78-045-02-0045-000	45	139.09 FL	139.09	FL 1	1	9689 Fellows Creek Drive
R-78-045-02-0046-000	46	122.10 FL	122.10	FL 1	1	9343 Fellows Creek Drive
R-78-045-02-0047-000	47	122.10 FL	122.10	FL 1	1	9255 Fellows Creek Drive
R-78-045-02-0048-000	48	345.06 FL	345.06	FL 1	1	50470 West Fellows Creek Court
R-78-045-02-0049-000	49	120.02 FL	120.02	FL 1	1	50550 West Fellows Creek Court
R-78-045-02-0050-000	50	112.59 FL	112.59	FL 1	1	50626 West Fellows Creek Court
R-78-045-02-0051-000	51	74.21 FL	-	FL 1		50700 West Fellows Creek Court
R-78-045-02-0052-000	52	102.60 FL	102.60	FL 1	1	50811 West Fellows Creek Court
R-78-045-02-0053-000	53	129.39 FL	129.39	FL 1	1	50535 West Fellows Creek Court
R-78-045-02-0054-000	54	155.14 FL	155.14	FL 1	1	50459 West Fellows Creek Court
R-78-045-02-0055-000	55	135.59 FL	135.59	FL 1	1	50257 Fellows Hill Drive
R-78-045-02-0056-000	56	325.4 FL	-	FL 1		50223 Pine Court
R-78-045-02-0057-000	57	132.36 FL	-	FL 1		50187 Pine Court
R-78-045-02-0058-000	58	133.45 FL	-	FL 1		50151 Pine Court
R-78-045-02-0059-000	59	73.66 FL	73.66	FL 1	1	50115 Pine Court

**SPECIAL ASSESSMENT DISTRICT TENTATIVE ASSESSMENT ROLL  
COUNTRY ACRES OF PLYMOUTH Nos. 1, 2, & 3 SUBDIVISION**

**Assumptions:**

1. Frontage is defined by properties abutting Fellows Creek Drive, Fellows Hill Drive, East Fellows Creek Court, West Fellows Creek Court, Fellows Hill Court, Pine Court, Oak View Court, Top of Hill Drive, Top of Hill Court, Ash Court, Powell Ridge Court, Maple Ridge Drive, Maple Valley Drive, North Ridge Drive

SIDWELL #	LOT #	FRONTAGE	SIGNED	UNITS	SIGNED	ADDRESS
R-78-045-02-0060-000	60	71.88 Ft.	-	FL 1		50130 Pine Court
R-78-045-02-0061-000	61	158.45 Ft.	-	FL 1		50166 Pine Court
R-78-045-02-0062-000	62	356.22 Ft.	356.22	FL 1	1	50200 Pine Court
R-78-045-02-0063-000	63	359.68 Ft.	359.68	FL 1	1	50185 Oak View Court
R-78-045-02-0064-000	64	175 Ft.	-	FL 1		50149 Oak View Court
R-78-045-02-0065-000	65	209.57 Ft.	209.57	FL 1	1	50113 Oak View Court
R-78-045-02-0066-000	66	208.05 Ft.	208.05	FL 1	1	50086 Oak View Court
R-78-045-02-0067-000	67	175.00 Ft.	175.00	FL 1	1	50134 Oak View Court
R-78-045-02-0068-000	68	378.19 Ft.	378.19	FL 1	1	50170 Oak View Court
R-78-045-02-0069-000	69	162.05 Ft.	162.05	FL 1	1	10186 Fellows Hill Drive
R-78-045-02-0070-000	70	139.96 Ft.	139.96	FL 1	1	10280 Fellows Hill Drive
R-78-045-02-0071-000	71	137.00 Ft.	137.00	FL 1	1	10376 Fellows Hill Drive
R-78-045-02-0072-000	72	137.00 Ft.	-	FL 1		10470 Fellows Hill Drive
R-78-045-02-0073-000	73	195.00 Ft.	135.00	FL 1	1	10564 Fellows Hill Drive
R-78-045-02-0074-000	74	135 Ft.	135.00	FL 1	1	10660 Fellows Hill Drive
R-78-045-02-0075-000	75	134.00 Ft.	194.00	FL 1	1	10756 Fellows Hill Drive
R-78-045-02-0076-000	76	134.00 Ft.	-	FL 1		10850 Fellows Hill Drive
R-78-045-02-0077-000	77	133.39 Ft.	133.39	FL 1	1	10846 Fellows Hill Drive
R-78-045-02-0078-000	78	145.00 Ft.	145.00	FL 1	1	10931 Fellows Hill Drive
R-78-045-02-0079-000	79	145.00 Ft.	145.00	FL 1	1	10835 Fellows Hill Drive
R-78-045-02-0080-000	80	145.00 Ft.	145.00	FL 1	1	10741 Fellows Hill Drive
R-78-045-02-0081-000	81	129.79 Ft.	129.79	FL 1	1	10645 Fellows Hill Drive
R-78-045-02-0082-000	82	125 Ft.	125.00	FL 1	1	10549 Fellows Hill Drive
R-78-045-02-0083-000	83	125.00 Ft.	125.00	FL 1	1	10455 Fellows Hill Drive
R-78-045-02-0084-000	84	125.00 Ft.	125.00	FL 1	1	10361 Fellows Hill Drive
R-78-045-02-0085-000	85	341.68 Ft.	341.68	FL 1	1	50212 Top of Hill Drive
R-78-045-02-0086-000	86	134.97 Ft.	-	FL 1		50270 Top of Hill Drive
R-78-045-02-0087-000	87	148.00 Ft.	148.00	FL 1	1	50326 Top of Hill Drive
R-78-045-02-0088-000	88	433.35 Ft.	433.35	FL 1	1	50380 Top of Hill Drive
R-78-045-02-0089-000	89	191.76 Ft.	191.76	FL 1	1	10306 Fellows Creek Drive
R-78-045-02-0090-000	90	119.43 Ft.	119.43	FL 1	1	10392 Fellows Creek Drive
R-78-045-02-0091-000	91	125.00 Ft.	125.00	FL 1	1	10478 Fellows Creek Drive
R-78-045-02-0092-000	92	195.07 Ft.	195.07	FL 1	1	10586 Fellows Creek Drive
R-78-045-02-0093-000	93	142.61 Ft.	-	FL 1		10652 Fellows Creek Drive
R-78-045-02-0094-000	94	125.00 Ft.	125.00	FL 1	1	10740 Fellows Creek Drive
R-78-045-02-0095-000	95	127.00 Ft.	127.00	FL 1	1	10828 Fellows Creek Drive
R-78-045-02-0096-000	96	128.31 Ft.	128.31	FL 1	1	10914 Fellows Creek Drive
R-78-045-02-0097-000	97	148.93 Ft.	-	FL 1		10913 Fellows Creek Drive
R-78-045-02-0098-000	98	377.44 Ft.	-	FL 1		10827 Maple Ridge Drive
R-78-045-02-0099-000	99	381.33 Ft.	381.33	FL 1	1	50295 Maple Ridge Drive
R-78-045-02-0100-000	100	358.75 Ft.	-	FL 1		50440 Top of Hill Court
R-78-045-02-0101-000	101	133.11 Ft.	133.11	FL 1	1	50464 Top of Hill Court
R-78-045-02-0102-000	102	125.29 Ft.	125.29	FL 1	1	50522 Top of Hill Court
R-78-045-02-0103-000	103	127.92 Ft.	127.92	FL 1	1	50580 Top of Hill Court
R-78-045-02-0104-000	104	89.23 Ft.	89.23	FL 1	1	50636 Top of Hill Court
R-78-045-02-0105-000	105	71.59 Ft.	-	FL 1		50655 Top of Hill Court
R-78-045-02-0106-000	106	143.16 Ft.	143.16	FL 1	1	50591 Top of Hill Court
R-78-045-02-0107-000	107	171.26 Ft.	171.26	FL 1	1	50539 Top of Hill Court
R-78-045-02-0108-000	108	409.51 Ft.	409.51	FL 1	1	50477 Top of Hill Court
R-78-045-02-0109-000	109	286.63 Ft.	286.63	FL 1	1	50425 Top of Hill Drive
R-78-045-02-0110-000	110	125.58 Ft.	125.58	FL 1	1	50383 Top of Hill Drive
R-78-045-02-0111-000	111	134.88 Ft.	-	FL 1		50311 Top of Hill Drive
R-78-045-02-0112-000	112	161.00 Ft.	161.00	FL 1	1	50255 Top of Hill Drive
R-78-045-02-0113-000	113	405.11 Ft.	405.11	FL 1	1	50197 Top of Hill Drive
R-78-045-02-0114-000	114	135.00 Ft.	-	FL 1		10075 Fellows Hill Drive
R-78-045-02-0115-000	115	128.00 Ft.	128.00	FL 1	1	9879 Fellows Hill Drive
R-78-045-02-0116-000	116	147.47 Ft.	-	FL 1		9885 Fellows Hill Drive
R-78-045-02-0117-000	117	188.87 Ft.	-	FL 1		9787 Fellows Hill Drive
R-78-045-02-0118-000	118	213.87 Ft.	213.87	FL 1	1	50280 Fellows Hill Drive
R-78-045-03-0119-000	119	358.78 Ft.	358.78	FL 1	1	49977 Ash Court

**SPECIAL ASSESSMENT DISTRICT TENTATIVE ASSESSMENT ROLL  
COUNTRY ACRES OF PLYMOUTH Nos. 1, 2, & 3 SUBDIVISION**

**Assumptions:**

1. Frontage is defined by properties abutting Fellows Creek Drive, Fellows Hill Drive, East Fellows Creek Court, West Fellows Creek Court, Fellows Hill Court, Pine Court, Oak View Court, Top of Hill Drive, Top of Hill Court, Ash Court, Powell Ridge Court, Maple Ridge Drive, Maple Valley Drive, North Ridge Drive

SIDWELL #	LOT #	FRONTAGE	SIGNED	UNITS	SIGNED	ADDRESS
R-78-045-03-0120-000	120	141.70 Ft.	141.70	FL 1	1	49895 Ash Court
R-78-045-03-0121-000	121	141.38 Ft.	141.38	FL 1	1	49811 Ash Court
R-78-045-03-0122-000	122	141.97 Ft.	141.37	FL 1	1	49733 Ash Court
R-78-045-03-0123-000	123	147.73 Ft.	-	FL 1		49653 Ash Court
R-78-045-03-0124-000	124	77.13 Ft.	-	FL 1		49571 Ash Court
R-78-045-03-0125-000	125	65.37 Ft.	65.37	FL 1	1	49574 Ash Court
R-78-045-03-0126-000	126	151.82 Ft.	151.82	FL 1	1	49656 Ash Court
R-78-045-03-0127-000	127	140.69 Ft.	140.69	FL 1	1	49738 Ash Court
R-78-045-03-0128-000	128	141.00 Ft.	-	FL 1		49818 Ash Court
R-78-045-03-0129-000	129	140.00 Ft.	140.00	FL 1	1	49800 Ash Court
R-78-045-03-0130-000	130	356.12 Ft.	356.12	FL 1	1	49982 Ash Court
R-78-045-03-0131-000	131	330.91 Ft.	-	FL 1		49985 Powell Ridge Court
R-78-045-03-0132-000	132	143.00 Ft.	143.00	FL 1	1	49903 Powell Ridge Court
R-78-045-03-0133-000	133	143.00 Ft.	143.00	FL 1	1	49821 Powell Ridge Court
R-78-045-03-0134-000	134	186.20 Ft.	186.20	FL 1	1	49743 Powell Ridge Court
R-78-045-03-0135-000	135	319.75 Ft.	319.75	FL 1	1	49661 Powell Ridge Court
R-78-045-03-0136-000	136	224.08 Ft.	224.08	FL 1	1	49580 Powell Ridge Court
R-78-045-03-0137-000	137	104.70 Ft.	-	FL 1		49664 Powell Ridge Court
R-78-045-03-0138-000	138	128.40 Ft.	128.40	FL 1	1	49744 Powell Ridge Court
R-78-045-03-0139-000	139	143.00 Ft.	143.00	FL 1	1	49828 Powell Ridge Court
R-78-045-03-0140-000	140	130.00 Ft.	-	FL 1		49906 Powell Ridge Court
R-78-045-03-0141-000	141	384.90 Ft.	384.90	FL 1	1	49888 Powell Ridge Court
R-78-045-03-0142-000	142	135.78 Ft.	-	FL 1		11502 Fellows Hill Drive
R-78-045-03-0143-000	143	147.66 Ft.	-	FL 1		11580 Fellows Hill Drive
R-78-045-03-0144-000	144	141.02 Ft.	141.02	FL 1	1	11003 Fellows Hill Drive
R-78-045-03-0145-000	145	145.00 Ft.	-	FL 1		11075 Fellows Hill Drive
R-78-045-03-0146-000	146	139.00 Ft.	-	FL 1		11147 Fellows Hill Drive
R-78-045-03-0147-000	147	123.83 Ft.	-	FL 1		11219 Fellows Hill Drive
R-78-045-03-0148-000	148	130.47 Ft.	130.47	FL 1	1	11293 Fellows Hill Drive
R-78-045-03-0149-000	149	124.92 Ft.	124.92	FL 1	1	11363 Fellows Hill Drive
R-78-045-03-0150-000	150	388.73 Ft.	388.73	FL 1	1	11485 Fellows Creek Drive
R-78-045-03-0151-000	151	302.05 Ft.	-	FL 1		11344 Fellows Creek Drive
R-78-045-03-0152-000	152	184.25 Ft.	-	FL 1		11272 Fellows Creek Drive
R-78-045-03-0153-000	153	143.00 Ft.	143.00	FL 1	1	11200 Fellows Creek Drive
R-78-045-03-0154-000	154	143.00 Ft.	-	FL 1		11128 Fellows Creek Drive
R-78-045-03-0155-000	155	143.81 Ft.	-	FL 1		11056 Fellows Creek Drive
R-78-045-03-0156-000	156	152.58 Ft.	152.58	FL 1	1	10980 Fellows Creek Drive
R-78-045-03-0157-000	157	143.04 Ft.	143.04	FL 1	1	10985 Fellows Creek Drive
R-78-045-03-0158-000	158	143.00 Ft.	-	FL 1		11057 Fellows Creek Drive
R-78-045-03-0159-000	159	140.00 Ft.	140.00	FL 1	1	11129 Fellows Creek Drive
R-78-045-03-0160-000	160	137.53 Ft.	137.53	FL 1	1	11201 Fellows Creek Drive
R-78-045-03-0161-000	161	113.58 Ft.	113.56	FL 1	1	11273 Fellows Creek Drive
R-78-045-03-0162-000	162	442.72 Ft.	442.72	FL 1	1	11345 North Ridge Road
R-78-045-03-0163-000	163	420.02 Ft.	-	FL 1		11561 Fellows Creek Drive
R-78-045-03-0164-000	164	125.67 Ft.	-	FL 1		11489 Fellows Creek Drive
R-78-045-03-0165-000	165	152.01 Ft.	152.01	FL 1	1	11417 Fellows Creek Drive
R-78-045-03-0166-000	166	151.94 Ft.	151.94	FL 1	1	50100 North Ridge Road
R-78-045-03-0167-000	167	125.78 Ft.	125.78	FL 1	1	50130 North Ridge Road
R-78-045-04-0168-000	168	125.00 Ft.	125.00	FL 1	1	50182 North Ridge Road
R-78-045-04-0169-000	169	125.00 Ft.	125.00	FL 1	1	50194 North Ridge Road
R-78-045-04-0170-000	170	125.00 Ft.	-	FL 1		50226 North Ridge Road
R-78-045-04-0171-000	171	125.00 Ft.	125.00	FL 1	1	50258 North Ridge Road
R-78-045-04-0172-000	172	450.92 Ft.	450.92	FL 1	1	50290 North Ridge Road
R-78-045-04-0173-000	173	346.40 Ft.	346.40	FL 1	1	11500 Maple Ridge Drive
R-78-045-04-0174-000	174	146.18 Ft.	-	FL 1		11474 Maple Ridge Drive
R-78-045-04-0175-000	175	142.86 Ft.	142.86	FL 1	1	11422 Maple Ridge Drive
R-78-045-04-0176-000	176	142.86 Ft.	142.86	FL 1	1	11398 Maple Ridge Drive
R-78-045-04-0177-000	177	142.85 Ft.	142.85	FL 1	1	11370 Maple Ridge Drive
R-78-045-04-0178-000	178	176.45 Ft.	176.45	FL 1	1	11342 Maple Ridge Drive
R-78-045-04-0179-300	179, 180, 181	878.65 Ft.	-	FL 3		11300 Maple Ridge Drive
R-78-045-04-0182-000	182	143.00 Ft.	143.00	FL 1	1	11337 Maple Valley Drive
R-78-045-04-0183-000	183	143.00 Ft.	143.00	FL 1	1	11385 Maple Valley Drive
R-78-045-04-0184-000	184	143.01 Ft.	-	FL 1		11393 Maple Valley Drive
R-78-045-04-0185-000	185	143.00 Ft.	143.00	FL 1	1	11418 Maple Valley Drive
R-78-045-04-0186-000	186	143.01 Ft.	-	FL 1		11443 Maple Valley Drive



**SPECIAL ASSESSMENT DISTRICT TENTATIVE ASSESSMENT ROLL  
COUNTRY ACRES OF PLYMOUTH Nos. 1, 2, & 3 SUBDIVISION**

**Assumptions:**

1. Frontage is defined by properties abutting Fellows Creek Drive, Fellows Hill Drive, East Fellows Creek Court, West Fellows Creek Court, Fellows Hill Court, Pine Court, Oak View Court, Top of Hill Drive, Top of Hill Court, Ash Court, Powell Ridge Court, Maple Ridge Drive, Maple Valley Drive, North Ridge Drive

SIDWELL #	LOT #	FRONTAGE	SIGNED	UNITS	SIGNED	ADDRESS
R-78-045-04-0187-000	187	359.70 Ft.	359.70 Ft.	1	1	11475 Maple Valley Drive
R-78-045-04-0188-000	188	360.01 Ft.	360.01 Ft.	1	1	11460 Maple Valley Drive
R-78-045-04-0189-000	189	143.44 Ft.	143.44 Ft.	1	1	11428 Maple Valley Drive
R-78-045-04-0190-000	190	143.00 Ft.	143.00 Ft.	1	1	11404 Maple Valley Drive
R-78-045-04-0191-000	191	143.00 Ft.	143.00 Ft.	1	1	11390 Maple Valley Drive
R-78-045-04-0192-000	192	143.00 Ft.	143.00 Ft.	1	1	11352 Maple Valley Drive
R-78-045-04-0193-000	193	143.01 Ft.	143.01 Ft.	1	1	11324 Maple Valley Drive
R-78-045-04-0194-000	194	148.16 Ft.	148.16 Ft.	1	1	11298 Maple Valley Drive
R-78-045-04-0195-000	195	983.77 Ft.	983.77 Ft.	1	1	11270 Maple Valley Drive
R-78-045-04-0196-000	196	177.03 Ft.	-	1		50311 Maple Ridge Drive
R-78-045-04-0197-000	197	120.44 Ft.	-	1		11193 Maple Ridge Drive
R-78-045-04-0198-000	198	113.00 Ft.	113.00 Ft.	1	1	11221 Maple Ridge Drive
R-78-045-04-0199-000	199	113.00 Ft.	113.00 Ft.	1	1	11247 Maple Ridge Drive
R-78-045-04-0200-000	200	112.59 Ft.	112.59 Ft.	1	1	11275 Maple Ridge Drive
R-78-045-04-0201-000	201	113.41 Ft.	113.41 Ft.	1	1	11303 Maple Ridge Drive
R-78-045-04-0202-000	202	115.24 Ft.	115.24 Ft.	1	1	11329 Maple Ridge Drive
R-78-045-04-0203-000	203	120.21 Ft.	120.21 Ft.	1	1	11355 Maple Ridge Drive
R-78-045-04-0204-000	204	137.00 Ft.	137.00 Ft.	1	1	11383 Maple Ridge Drive
R-78-045-04-0205-000	205	137.00 Ft.	137.00 Ft.	1	1	11411 Maple Ridge Drive
R-78-045-04-0206-000	206	137.00 Ft.	137.00 Ft.	1	1	11437 Maple Ridge Drive
R-78-045-04-0207-000	207	137.00 Ft.	137.00 Ft.	1	1	11465 Maple Ridge Drive
R-78-045-04-0208-000	208	120.70 Ft.	120.70 Ft.	1	1	11491 Maple Ridge Drive
R-78-045-04-0209-000	209	125.74 Ft.	125.74 Ft.	1	1	11519 Maple Ridge Drive
R-78-045-04-0210-000	210	125.00 Ft.	-	1		11545 Maple Ridge Drive
R-78-045-04-0211-000	211	194.61 Ft.	-	1		11571 Maple Ridge Drive
	<b>TOTAL</b>	<b>36,953.77 Ft.</b>	<b>25,352.31 Ft.</b>	<b>211.00</b>	<b>144</b>	

Note: Shading indicates that resident has signed petition.

Note: Shading indicates that resident has signed petition.

**SIGNED PETITION  
TOTAL FRONTAGE**

**I. PERCENTAGE BASED ON FRONTAGE (50% = 11,140.03 Ft.)**

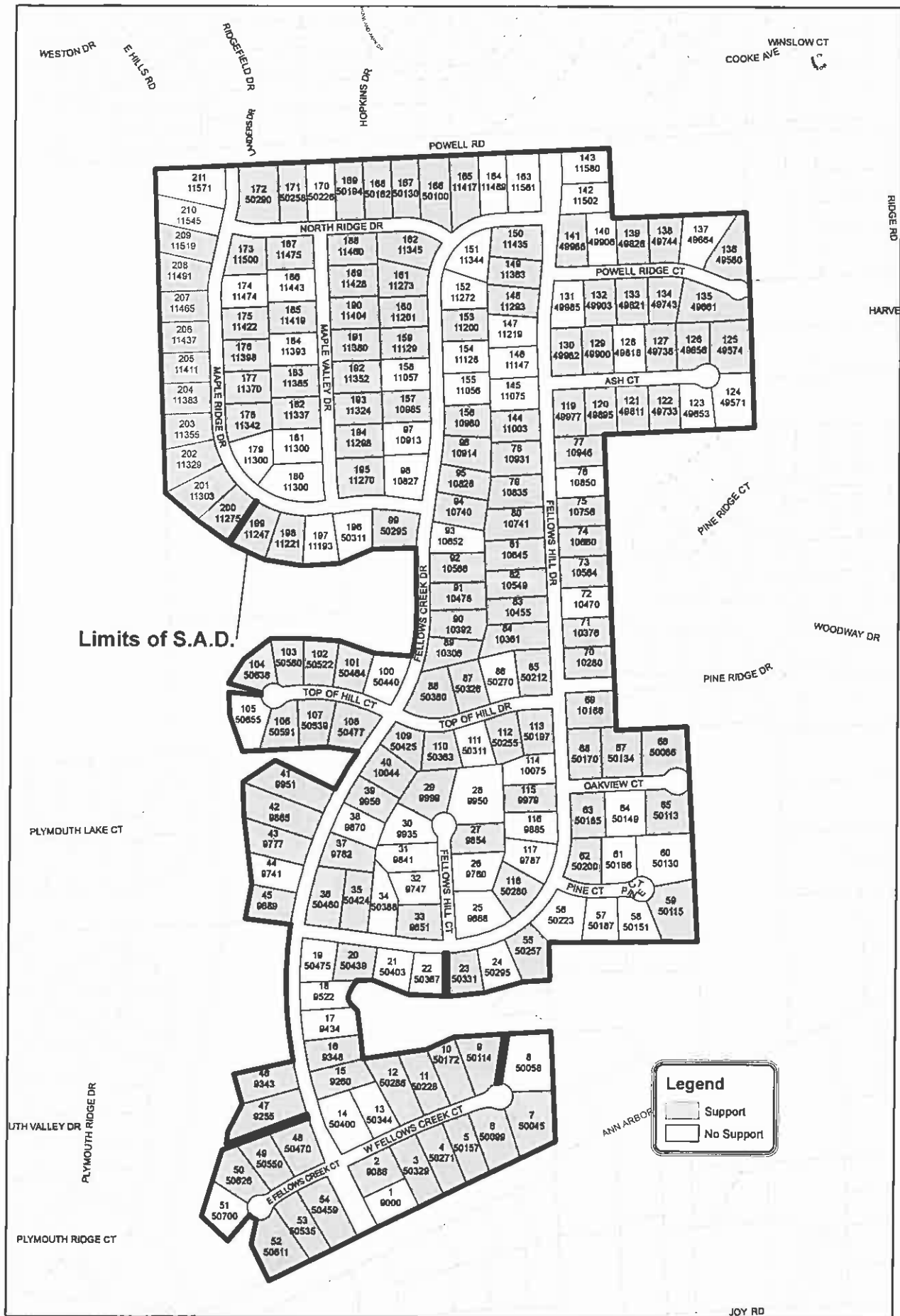
SIGNED PETITION 25,352.31 = **68.6%**  
TOTAL FRONTAGE 36,953.77

**SIGNED PETITION  
TOTAL UNITS**

**II. PERCENTAGE BASED ON UNITS (50% = 92.875 UNITS)**

SIGNED PETITION 144.00 = **68.2%**  
TOTAL UNITS 211.00

Updated January 10, 2014



# Country Acres of Plymouth No. 1, 2, & 3 S.A.D.

0 145 290 580 870 1,160 Feet



34000 Plymouth Rd  
Livonia, MI 48150  
734-522-8711  
734-522-8427 (fax)

**OHM**

01/23/13-07/20/13 Free January 18, 2014

**CHARTER TOWNSHIP OF PLYMOUTH**

**REQUEST FOR BOARD ACTION**

**Meeting Date:** January 14, 2014

**ITEM:** Amendment to the Parks and Playground Areas Ordinance

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**ACTION:** Approve first reading of the amendment to the Parks and Playground Areas Ordinance.

**DEPARTMENT/PRESENTER(S):** Timothy L. Cronin, Esq.

Susan Vignoe

**BACKGROUND:** Changes requested by Susan Vignoe and Treasurer Edwards to go along with revised Rules and Regulations and to address motor vehicles, parking, damage to property, nuisance, animals, alcohol and related issues.

**ATTACHMENTS:** Strikes and inserts copy, clean copy and summary of the amendment to the Parks and Playground Areas Ordinance.

**BUDGET/TIME LINE:** ASAP

**RECOMMENDATION:** Approve

<p><b>PROPOSED MOTION:</b> I move to approve the first reading of Ordinance No. 1016, Amendment 5, amending the Parks and Playground Areas Ordinance, Chapter VII, Article 7, Ordinance No. 1016.</p>
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RECOMMENDATION: Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

VOTE: \_\_\_\_ KA \_\_\_\_ CC \_\_\_\_ MK \_\_\_\_ BD \_\_\_\_ RE \_\_\_\_ NC \_\_\_\_ RR

MOTION CARRIED \_\_\_\_\_ MOTION DEFEATED \_\_\_\_\_

STATE OF MICHIGAN  
COUNTY OF WAYNE  
CHARTER TOWNSHIP OF PLYMOUTH

AMENDMENT TO PARKS AND PLAYGROUND AREAS ORDINANCE

AMENDMENT 5 TO ORDINANCE 1016  
CHAPTER VII CRIMINAL CODE  
ARTICLE 7 PARKS AND PLAYGROUND AREAS  
SECTIONS VII-7.00 THROUGH 7.03

AN ORDINANCE OF THE CHARTER TOWNSHIP OF PLYMOUTH TO AMEND ORDINANCE NO. 1016 BY REVISING THE PARKS AND PLAYGROUND AREAS ORDINANCE, CODIFIED AS SECTIONS VII-7.00 through VII-7.03 OF ARTICLE 7, CHAPTER VII OF THE TOWNSHIP CODE; PROVIDING FOR THE REGULATION OF PARKING IN TOWNSHIP PARKS, THE REGULATION OF SKATEBOARDS AND LONG BOARDS IN TOWNSHIP PARKS AND THE DESIGNATION OF PARKING ENFORCEMENT EMPLOYEES; PROVIDING FOR INSTALLATION OF PAVEMENT MARKINGS AND/OR SIGNAGE; PROVIDING FOR THE REGULATION OF ALCOHOLIC BEVERAGES; PROVIDING FOR RULES AND REGULATIONS DULY ADOPTED BY THE BOARD OF TRUSTEES; PROVIDING FOR REGULATIONS AS TO TAPE AND/OR ADHESIVES, ICE ON VEGETATION AND WATER ON GRILLS; PROVIDING FOR REMOVAL AND NOTICE TO LEAVE; PROVIDING FOR PENALTIES; PROVIDING FOR REPEAL OR SEVERABILITY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

**THE CHARTER TOWNSHIP OF PLYMOUTH ORDAINS:**

**SECTION I. AMENDMENT OF ORDINANCE.**

Ordinance No. 1016, codified as Sections VII-7.00 through VII-7.03, Article 7, Chapter VII, the Parks and Playground Areas Ordinance be and is hereby amended to read as follows:

**VII-7.00. Prohibited use of parks, playgrounds.**

(A) It shall be unlawful for any person to use, occupy, frequent, loiter or be in any public park in the township between the hours of 10:00 p.m. in the evening, and 8:00 a.m. of the following morning, ~~unless otherwise provided by order of the Supervisor or~~ unless a special permit for such after hours use or occupancy has been authorized previously given by the Township Supervisor, or unless the person is employed by the township and performing his township function. The application for an after hours ~~the~~ special permit shall be made in writing, stating the applicant's name and address and the group of persons he or she represents who will use the special permit as well as the proposed hours of the use. The approval for the issuance of the special after hours permit rests in the reasonable discretion of the Supervisor subject to public safety concerns. In any event, the Supervisor may order any public park closed ~~and may prohibit the consumption of any alcoholic beverages upon the premises of any public park~~ at any time whatsoever whenever he or she deems the action is necessary to preserve ~~conserve~~ the public peace, ~~suppress disorder~~, preserve property and/or protect the public safety and welfare.

(B) It shall also be unlawful for a person to have ~~a dogs, cats, horses or~~ mini-bike in any public park in the township. Licensed motorcycles and other licensed motor ~~driven~~ vehicles are allowed upon public roadways but are prohibited in or upon any other area of the parks and playground areas except designated parking spots. Township vehicles being driven by township employees for township business are exempt from this section. ~~prohibited upon or across the land used for other recreational use and are only allowed upon the roadways.~~

(C) It shall be unlawful for any person to drive in excess of the posted speed limit in any township park or playground area. Posted speed limits within the public parks must be adhered to or violations will be imposed according to Section VII-7.02 of this article.

#### VII-7.01. Destruction of property.

~~No person shall It is hereby unlawful to~~ destroy, damage or remove any tree, shrub, wildflower or other vegetation or destroy, damage, deface or remove any publicly owned property in any public park or playground ~~recreation~~ area. Township employees planting, landscaping and constructing park improvement projects are exempt from this section.

Applying tape, tacks, nails or staples and/or other adhesive substances to township property is prohibited except taping signs or tablecloths to picnic tables. The destruction of township park property by, for example, pouring ice on flowers or other vegetation, pouring water on a hot grill, or any other similarly destructive activity is hereby prohibited.

#### VII-7.02. Penalties.

~~Any person, firm or corporation who shall violate any provision of this code shall be punished as provided in the General Provisions of the township code. Each day that the violation continues after due notice has been served in accordance with the terms and provisions hereof shall be deemed a separate offense.~~

~~(A) In addition to the penalties provided in this article for violating its provisions, any person convicted of an act of vandalism in a park or recreation area owned and operated by the township shall reimburse the township for up to three times the amount of the damage as determined by the court.~~

~~(B) In every case of conviction for the offenses, the court before whom the conviction is obtained shall enter judgment in favor of the township and against the defendant for liquidated damages in a sum as provided in subsection (A) herein. The township shall, with the assistance of the township attorney, collect the award by execution or otherwise. If two or more defendants are convicted of the vandalism, the judgment shall be entered against them jointly. If the defendant is a minor, the judgment shall be entered against his or her parents.~~

#### VII-7.03. Use of funds.

~~Upon collection, the sums herein shall be credited to the general funds of the township and shall be used for repairs and improvements to the parks.~~

VII-7.02.      **Parking.**

(A)      No person shall park a motor vehicle anywhere in a township park or playground area other than in those areas specifically designated for the parking of motor vehicles. The parking designation shall be by way of markings on the pavement and/or signage constructed and installed in compliance with the Uniform Manual of Traffic Control Devices. Township vehicles being parked by township employees on township business are exempt from this section.

(B)      A violation of the parking restrictions shall be a civil infraction and the minimum penalty for the 1<sup>st</sup> offense of \$25.00, the minimum penalty for a 2<sup>nd</sup> offense shall be \$50.00, and the minimum penalty for any subsequent offense shall be \$75.00.

VII-7.03.      **Burning prohibited; exceptions.**

The lighting, burning or combustion of tobacco or any flammable material in any park or playground area is prohibited except the cooking or heating of foodstuffs in a self-contained grill, stove or in a container specifically designed for heating or cooking foodstuffs. The offense shall be a civil infraction and the minimum penalty for the 1<sup>st</sup> offense shall be \$25.00, the minimum penalty for a 2<sup>nd</sup> offense shall be \$50.00, and the minimum penalty for any subsequent offense shall be \$75.00. All persons shall comply with the Township Fire Code at all times.

VII-7.04.      **Animals prohibited.**

It shall be unlawful for any person to possess any wild or domestic animal of any kind in any township park or playground area except as regulated under State and Federal law. Persons fishing in the pond at the township park are exempt as to possession of bait and fish possessed as part of the fishing.

VII-7.05.      **Skateboarding, long boards and long boarding prohibited.**

It shall be unlawful for any person to possess or use any skateboard, including any long board, in any township park or playground area.

VII-7.06.      **Park capacity.**

The Supervisor is hereby authorized to establish rules for the capacity of the township parks and playground areas, facilities or structures therein. The rules shall be in writing and posted in a conspicuous place in the area, facility or structure addressed therein and shall be posted on the township website and included in any Park Rules and Regulations.

VII-7.07.      **Nuisance; disturbing the peace; notice to leave park; removal.**

(A)      Any person found to be creating a nuisance, committing any crime or civil infraction, disturbing the peace, violating any township ordinances or violating the duly adopted Parks Rules and Regulations shall be subject to notice to leave the park by a

park employee designated in writing by the Supervisor. Authority is hereby granted to such designated employee to act as the township's representative in serving on the offending party a notice to leave the premises.

(B) Any person failing to immediately comply with a notice to leave the park or playground area shall be subject to citation for continuing to remain on township property after having been given a notice to leave the premises, which offense shall be a civil infraction punishable by a fine of not less than \$50.00 nor more than \$500.00. Any person failing to comply with a notice to leave the park or playground area may also be subject to arrest and prosecution for violation of Public Act 328 or 1931 (MCL 750.552(b)) or the Township Criminal Code.

**VII-7.08. Alcoholic beverages; prohibition.**

No person shall possess alcoholic beverages in any township park or playground area.

**VII-7.09. Rules and regulations; violation; ejection; additional fees.**

Persons found to be violating or in violation of the Park and Playground Areas Rules and Regulations which have been duly adopted by the Board of Trustees and posted on the Township website may be subject to service of a notice to leave the park or playground area and/or ejection from the premises as well as additional fees as set by the Township Board.

**SECTION II. VIOLATION AND PENALTY.**

Unless otherwise provided, any person, corporation, partnership or any other legal entity who violates the provisions of this Ordinance shall be guilty of a civil infraction and may be fined not more than Five Hundred (\$500.00) Dollars.

**SECTION III. SEVERABILITY.**

If any clause, sentence, section, paragraph or part of this Ordinance, or the application thereof to any person, firm, corporation, legal entity or circumstances, shall be for any reason adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalid the remainder of this Ordinance. It is hereby declared to the legislative intent of this body that the Ordinance is severable, and that the Ordinance would have been adopted had such invalid or unconstitutional provision not have been included in this Ordinance.

**SECTION IV. REPEAL OF CONFLICTING ORDINANCES.**

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 V. SAVINGS CLAUSE.**

All rights and duties which have matured, penalties which have been incurred,

proceedings which have begun and prosecution for violations of law occurring before the effective date of this Ordinance are not affected or abated by this Ordinance.

**SECTION VI. PUBLICATION.**

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

**SECTION VII. EFFECTIVE DATE.**

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

**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: \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_



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

**AMENDMENT TO PARKS AND PLAYGROUND AREAS ORDINANCE**

**AN ORDINANCE OF THE CHARTER TOWNSHIP OF PLYMOUTH TO AMEND ORDINANCE NO. 1016 BY REVISING THE PARKS AND PLAYGROUND AREAS ORDINANCE, CODIFIED AS SECTIONS VII-7.00 through VII-7.03 OF ARTICLE 7, CHAPTER VII OF THE TOWNSHIP CODE; PROVIDING FOR THE REGULATION OF PARKING IN TOWNSHIP PARKS, THE REGULATION OF SKATEBOARDS AND LONG BOARDS IN TOWNSHIP PARKS AND THE DESIGNATION OF PARKING ENFORCEMENT EMPLOYEES; PROVIDING FOR INSTALLATION OF PAVEMENT MARKINGS AND/OR SIGNAGE; PROVIDING FOR THE REGULATION OF ALCOHOLIC BEVERAGES; PROVIDING FOR RULES AND REGULATIONS DULY ADOPTED BY THE BOARD OF TRUSTEES; PROVIDING FOR REGULATIONS AS TO TAPE AND/OR ADHESIVES, ICE ON VEGETATION AND WATER ON GRILLS; PROVIDING FOR REMOVAL AND NOTICE TO LEAVE; PROVIDING FOR PENALTIES; PROVIDING FOR REPEAL OR SEVERABILITY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.**

**THE CHARTER TOWNSHIP OF PLYMOUTH ORDAINS:**

**SECTION I. AMENDMENT OF ORDINANCE.**

Ordinance No. 1016, codified as Sections VII-7.00 through VII-7.03, Article 7, Chapter VII, the Parks and Playground Areas Ordinance be and is hereby amended as follows:

**VII-7.00. Prohibited use of parks, playgrounds.**

This section regulates the uses of township parks and playground areas.

**VII-7.01. Destruction of property.**

This section provides regulations prohibiting the destruction of township park and playground property.

**VII-7.02. Parking.**

This section provides for the regulation of parking in township parks, the designation of parking enforcement by employees and for the penalty for violation.

**VII-7.03. Burning prohibited; exceptions.**

This section provides that burning in any park or playground area is prohibited, except the cooking or heating of foodstuffs and also provides for the penalty for violation.

**VII-7.04. Animals prohibited.**

This section provides that it shall be unlawful for any person to possess any wild or domestic animal of any kind in any township park or playground area except for persons fishing in the pond at the township park.

**VII-7.05. Skateboarding, long boards and long boarding prohibited.**

This section provides that skateboards and long boards in township parks or playground areas are prohibited.

**VII-7.06. Park capacity.**

This section provides that the Supervisor is authorized to establish rules for the capacity of the township parks and playground areas, facilities or structures.

**VII-7.07. Nuisance; disturbing the peace; notice to leave park; removal.**

This section provides that creating a nuisance and/or disturbing the peace in a township park or playground area is prohibited and provides for notice to leave a park or playground area, for removal from a park or playground area and for the penalty of failing to comply.

**VII-7.08. Alcoholic beverages; prohibition.**

This section provides that no person shall possess alcoholic beverages in any township park or playground area.

**VII-7.09. Rules and regulations; violation; ejection.**

This section provides that persons violating the Park and Playground Areas Rules and Regulations may be subject to service of a notice to leave the park or playground area, and ejection from the premises.

**SECTION II. VIOLATION AND PENALTY.**

This section provides that any person or entity that violates any provision of this Ordinance may, upon conviction, be fined not more than Five Hundred (\$500.00) Dollars or imprisoned not more than Ninety (90) days, or both, in the discretion of the court.

**SECTION III. SEVERABILITY.**

This section provides that any unenforceable section can be severed from the rest of the Ordinance.

**SECTION IV. REPEAL OF CONFLICTING ORDINANCES.**

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 V. 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 VI. 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 VII. EFFECTIVE DATE.**

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

Copies of the complete text of this Ordinance are available at the Clerk's office, Charter Township of Plymouth, 9955 N. Haggerty Road, Plymouth, Michigan 48170, during regular business hours or online at [www.plymouthtp.org](http://www.plymouthtp.org).

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

**AMENDMENT TO PARKS AND PLAYGROUND AREAS ORDINANCE**

**AMENDMENT 5 TO ORDINANCE 1016  
CHAPTER VII CRIMINAL CODE  
ARTICLE 7 PARKS AND PLAYGROUND AREAS  
SECTIONS VII-7.00 THROUGH 7.03**

**AN ORDINANCE OF THE CHARTER TOWNSHIP OF PLYMOUTH TO AMEND ORDINANCE NO. 1016 BY REVISING THE PARKS AND PLAYGROUND AREAS ORDINANCE, CODIFIED AS SECTIONS VII-7.00 through VII-7.03 OF ARTICLE 7, CHAPTER VII OF THE TOWNSHIP CODE; PROVIDING FOR THE REGULATION OF PARKING IN TOWNSHIP PARKS, THE REGULATION OF SKATEBOARDS AND LONG BOARDS IN TOWNSHIP PARKS AND THE DESIGNATION OF PARKING ENFORCEMENT EMPLOYEES; PROVIDING FOR INSTALLATION OF PAVEMENT MARKINGS AND/OR SIGNAGE; PROVIDING FOR THE REGULATION OF ALCOHOLIC BEVERAGES; PROVIDING FOR RULES AND REGULATIONS DULY ADOPTED BY THE BOARD OF TRUSTEES; PROVIDING FOR REGULATIONS AS TO TAPE AND/OR ADHESIVES, ICE ON VEGETATION AND WATER ON GRILLS; PROVIDING FOR REMOVAL AND NOTICE TO LEAVE; PROVIDING FOR PENALTIES; PROVIDING FOR REPEAL OR SEVERABILITY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.**

**THE CHARTER TOWNSHIP OF PLYMOUTH ORDAINS:**

**SECTION I. AMENDMENT OF ORDINANCE.**

Ordinance No. 1016, codified as Sections VII-7.00 through VII-7.03, Article 7, Chapter VII, the Parks and Playground Areas Ordinance be and is hereby amended to read as follows:

**VII-7.00. Prohibited use of parks, playgrounds.**

(A) It shall be unlawful for any person to use, occupy, frequent, loiter or be in any public park in the township between the hours of 10:00 p.m. in the evening, and 8:00 a.m. of the following morning, unless a special permit for such after hours use or occupancy has been authorized by the Township Supervisor, or unless the person is employed by the township and performing his township function. The application for an after hours special permit shall be made in writing, stating the applicant's name and address and the group of persons he or she represents who will use the special permit as well as the proposed hours of the use. The approval for the issuance of the special after hours permit rests in the reasonable discretion of the Supervisor subject to public safety concerns. In any event, the Supervisor may order any public park closed at any time whatsoever whenever he or she deems the action is necessary to preserve ~~conserve~~ the public peace, order, preserve property and/or protect the public safety and welfare.

(B) It shall also be unlawful for a person to have a mini-bike in any public park in the township. Licensed motorcycles and other licensed motor vehicles are allowed upon public roadways but are prohibited in or upon any other area of the parks and playground areas

except designated parking spots. Township vehicles being driven by township employees for township business are exempt from this section.

(C) It shall be unlawful for any person to drive in excess of the posted speed limit in any township park or playground area.

**VII-7.01. Destruction of property.**

No person shall destroy, damage or remove any tree, shrub, wildflower or other vegetation or destroy, damage, deface or remove any publicly owned property in any public park or playground area. Township employees planting, landscaping and constructing park improvement projects are exempt from this section.

Applying tape, tacks, nails or staples and/or other adhesive substances to township property is prohibited except taping signs or tablecloths to picnic tables. The destruction of township park property by, for example, pouring ice on flowers or other vegetation, pouring water on a hot grill, or any other similarly destructive activity is hereby prohibited.

**VII-7.02. Parking.**

(A) No person shall park a motor vehicle anywhere in a township park or playground area other than in those areas specifically designated for the parking of motor vehicles. The parking designation shall be by way of markings on the pavement and/or signage constructed and installed in compliance with the Uniform Manual of Traffic Control Devices. Township vehicles being parked by township employees on township business are exempt from this section.

(B) A violation of the parking restrictions shall be a civil infraction and the minimum penalty for the 1<sup>st</sup> offense of \$25.00, the minimum penalty for a 2<sup>nd</sup> offense shall be \$50.00, and the minimum penalty for any subsequent offense shall be \$75.00.

**VII-7.03. Burning prohibited; exceptions.**

The lighting, burning or combustion of tobacco or any flammable material in any park or playground area is prohibited except the cooking or heating of foodstuffs in a self-contained grill, stove or in a container specifically designed for heating or cooking foodstuffs. The offense shall be a civil infraction and the minimum penalty for the 1<sup>st</sup> offense shall be \$25.00, the minimum penalty for a 2<sup>nd</sup> offense shall be \$50.00, and the minimum penalty for any subsequent offense shall be \$75.00. All persons shall comply with the Township Fire Code at all times.

**VII-7.04. Animals prohibited.**

It shall be unlawful for any person to possess any wild or domestic animal of any kind in any township park or playground area except as regulated under State and Federal law. Persons fishing in the pond at the township park are exempt as to possession of bait and fish possessed as part of the fishing.

**VII-7.05. Skateboarding, long boards and long boarding prohibited.**

It shall be unlawful for any person to possess or use any skateboard, including any long board, in any township park or playground area.

**VII-7.06. Park capacity.**

The Supervisor is hereby authorized to establish rules for the capacity of the township parks and playground areas, facilities or structures therein. The rules shall be in writing and posted in a conspicuous place in the area, facility or structure addressed therein and shall be posted on the township website and included in any Park Rules and Regulations.

**VII-7.07. Nuisance; disturbing the peace; notice to leave park; removal.**

(A) Any person found to be creating a nuisance, committing any crime or civil infraction, disturbing the peace, violating any township ordinances or violating the duly adopted Parks Rules and Regulations shall be subject to notice to leave the park by a park employee designated in writing by the Supervisor. Authority is hereby granted to such designated employee to act as the township's representative in serving on the offending party a notice to leave the premises.

(B) Any person failing to immediately comply with a notice to leave the park or playground area shall be subject to citation for continuing to remain on township property after having been given a notice to leave the premises, which offense shall be a civil infraction punishable by a fine of not less than \$50.00 nor more than \$500.00. Any person failing to comply with a notice to leave the park or playground area may also be subject to arrest and prosecution for violation of Public Act 328 or 1931 (MCL 750.552(b)) or the Township Criminal Code.

**VII-7.08. Alcoholic beverages; prohibition.**

No person shall possess alcoholic beverages in any township park or playground area.

**VII-7.09. Rules and regulations; violation; ejection; additional fees.**

Persons found to be violating or in violation of the Park and Playground Areas Rules and Regulations which have been duly adopted by the Board of Trustees and posted on the Township website may be subject to service of a notice to leave the park or playground area and/or ejection from the premises as well as additional fees as set by the Township Board.

**SECTION II. VIOLATION AND PENALTY.**

Unless otherwise provided, any person, corporation, partnership or any other legal entity who violates the provisions of this Ordinance shall be guilty of a civil infraction and may be fined not more than Five Hundred (\$500.00) Dollars.

**SECTION III. SEVERABILITY.**

If any clause, sentence, section, paragraph or part of this Ordinance, or the application thereof to any person, firm, corporation, legal entity or circumstances, shall be for any reason

adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalid the remainder of this Ordinance. It is hereby declared to the legislative intent of this body that the Ordinance is severable, and that the Ordinance would have been adopted had such invalid or unconstitutional provision not have been included in this Ordinance.

#### **SECTION IV. REPEAL OF CONFLICTING ORDINANCES.**

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 V. SAVINGS CLAUSE.**

All rights and duties which have matured, penalties which have been incurred, proceedings which have begun and prosecution for violations of law occurring before the effective date of this Ordinance are not affected or abated by this Ordinance.

#### **SECTION VI. PUBLICATION.**

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

#### **SECTION VII. EFFECTIVE DATE.**

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

#### **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: \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_

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

**Meeting date: 11/12/13**

Revised date: 01/14/2014

**ITEM: Proposed Changes to Park Reservation Rules and Regulations**

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**BRIEF:**

ACTION: Review and consider proposed changes to Park Reservation Procedures

DEPARTMENT/PRESENTER(S): Ron Edwards, Township Treasurer

BACKGROUND: The Board of Trustees periodically reviews the Rules and Regulations for the Township Parks to ensure that the rules and procedures adequately reflect the Board's position. To address some issues with regard to maintenance of our facilities and to ensure the continued enjoyment and safety of the parks by all patrons several changes are being proposed to rules. Please find enclosed a draft copy of the proposed 2014 Rules and Regulations attached for your review.

BUDGET/TIME LINE: The reservation process is set to begin on Tuesday, January 21, 2014.

RECOMMENDATION: Approve.

**PROPOSED MOTION:**

**I move to adopt the proposed changes to the Park Rules and Regulations.**

RECOMMENDATION: Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

VOTE: \_\_\_ KA \_\_\_ CC \_\_\_ MK \_\_\_ NC \_\_\_ RE \_\_\_ RR \_\_\_ RD

MOTION CARRIED \_\_\_\_\_

MOTION DEFEATED \_\_\_\_\_



# DRAFT ATTACHMENT A

## PROPOSED RULES AND REGULATIONS

### FALL 2013 REVIEW WITH CHANGES MARKED

#### 1. OBJECTIVE OF TOWNSHIP PARK AT McCLUMPHA AND ANN ARBOR TRAIL

The purpose or objective of the Park is to provide an area available to the residents of the Community for casual, unscheduled, informal, unorganized, recreational use. Activities or uses proposed beyond this concept shall require the approval of the Township Board or their designee.

#### 2. DEFINITIONS

##### 2A. TOWNSHIP RESIDENT GROUP

A Township Resident Group is defined as follows: a Plymouth Township corporation, firm, partnership, association or other legally registered (state) group with a tax I.D. in Plymouth Township other legal entity; an individual resident of Plymouth Township who is sponsoring a family outing, (~~defined as blood relative~~); a Plymouth Township church, private school, scout group, Little League youth sport group, Plymouth-Canton School group, homeowner's group, or a non-profit Plymouth Community group including Rotary, Kiwanis, etc. that may meet in the Plymouth community.

##### 2B. NON-RESIDENT GROUP

Any group, company or individual which does not meet the residency requirements in #2A. Any company or group not located in the Township of Plymouth, including City of Plymouth residents and businesses, shall be considered a non-resident even though an employee of a business or group resides in the Township. ~~resides in the community. Misrepresentation will result in forfeit of your future utilization for park reservations for the group or company. This includes City of Plymouth residents and businesses.~~

##### 2C. WEEKEND

For the purposes of reservation of shelters, pavilions, etc. weekend shall be defined as Friday, Saturday and Sunday.

##### 2D. WEEKDAY

For the purposes of reservation of shelters, pavilions, etc. weekday shall be defined as Monday, Tuesday, Wednesday and Thursday.

##### 2E. HOLIDAY

Holidays include New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

#### 3. REGISTRATION FEES

Registration fees are set by the Board of Trustees of the Charter Township of Plymouth and subject to change without notice. Current fees are posted at the Division of Public Services, at [www.plymouthtp.org](http://www.plymouthtp.org) and can be obtained by calling 734-354-3270 ext. 4.

An additional fee as set by the Township Board may be assessed for violation of sections 4B, 6B, 6C, 7, 14, 15 and 16 of these Rules and Regulations due to additional cleanup costs, additional services required, damage repair and related costs incurred by the Township.

#### 4. SHELTER RESERVATIONS

Shelter I, II and the Pavilion are available by reservation only. Groups ~~who access~~ accessing a shelter or pavilion for the purpose of holding an organized picnic without a reservation will be asked to move to an uncovered picnic area.

##### 4A. CURRENT PROCEDURES

Reservations can be made in person only for ~~the period of April 15 through October 15~~ at the Division of Public Services. Dates cannot be held or "penciled" in. Reservations are made based on Residency as defined in Section 2 of this document as follows:

##### **Township Resident Group:**

Reservations will be taken beginning at 8:00 am the ~~1<sup>st</sup> (first) business day of each reservation year.~~ ~~3<sup>rd</sup> (third) Tuesday in January.~~

##### **Non-Resident Group:**

Reservations will be taken beginning at 8:00 am the 1st (first) Monday in April of each reservation year.

Reservations can only be secured after an application has been filed and appropriate fees paid.

Payment should be made by check or money order only.

Misrepresentation of residency may result in forfeiture of access to park reservations for the group or company.

Fees shall be established by the Township Board of Trustees

##### 4B. SESSION TIMES

START TIME: Reservations begin at the time specified in the permit. Entry into the Pavilion or Shelter is not allowed prior to the specified start time regardless of structure's prior use. Patrons who arrive early for a reservation and begin setting up prior to their specified start time may be subject to forfeiture of access to park reservations.

END TIME: The reservation ends at the specific time as indicated in the permit. The Pavilion or Shelter must be vacated and clean at the time specified in the permit. Patrons who have not exited the Pavilion or Shelter by the specified end time may be subject to forfeiture of access to park reservations.

**4C. RESERVATIONS REQUIRING TOWNSHIP APPROVAL**

~~All applicants which require reservations for more than one day, use the park facilities for an organized activity (for the purpose of clarification, an organized activity shall not include a gathering or picnic and those normal informal activities which may occur as part of the gathering or picnic such as, but not limited to, frisbee toss, "catch", etc.) or would involve use of more than one shelter/pavilion must obtain Plymouth Township approval prior to being issued a permit.~~

**Use of the Township Park for more than one day, use of park facilities for an organized activity other than an informal gathering or picnic, or use of more than one shelter/pavilion requires approval by the Township Supervisor in addition to a permit. Special after hours permits shall be authorized only as provided in the Parks and Playground Areas Ordinance.**

**4D. FREQUENCY OF PARK RESERVATIONS**

~~This section identifies the number of reservations you may make during a season. The intent of the following requirements is to make the park pavilion and shelter available to as many Township Resident Groups as possible.~~

**4D.1 TOWNSHIP RESIDENT GROUP**

~~A Township Resident Group as defined in this document, "Plymouth Township Park Rules and Regulations" (see page 1 paragraph 2A) may reserve the Park Pavilion, Shelter #1 and #2 as described below:~~

~~**WEEKENDS:** Not more than three (3) weekend days between April 15 through October 15 of each year. If you choose to reserve more than one weekend date prior to April 30, you will have to identify one (1) **primary** date. The other date(s) will be considered **secondary**. If a Township Resident Group chooses as their primary date one of your secondary dates they shall have precedence until April 30. After April 30 all three (3) of your dates will become primary and confirmed.~~

~~**WEEKDAYS:** Reservations beyond four (4) per season will be evaluated.~~

**WEEKENDS (Friday, Saturday, Sunday)**

~~Not more than three (3) weekend reservations per year. Reservations shall be on a **first-come, first-served basis**; however, where requests for multiple reservation dates are submitted prior to April 1, only one (1) of the dates will be treated as a **confirmed reservation**. The other date(s) shall be available to other applicants, but only until March 31. After March 31, all date(s) shall be treated as confirmed reservation(s). That is, an applicant can only have one confirmed date until March 31. After March 31, unconfirmed dates, unless otherwise chosen by another applicant, become confirmed reservation(s). The applicant may designate which of the dates chosen shall be first treated as confirmed.~~

~~**All reservation dates requested after April 1 shall be subject to availability on a first-come, first-served basis.**~~

**WEEKDAYS (M-TH)**

~~Up to four (4) reservations per season shall be allowed, subject to availability. Reservations beyond four (4) require approval by the Township Supervisor based on concurrently scheduled activities, capacity, required services and related considerations.~~

### **HOLIDAYS**

Holidays shall require approval by the Township Supervisor based on concurrently scheduled activities, capacity, required services and related considerations.

#### **4D.2 NON-RESIDENT GROUP**

A Non-Resident Group ~~as defined in this document, "Plymouth Township Park Rules and Regulations" (see page 1, paragraph 2B)~~ may reserve the Park Pavilion, Shelter #1 and #2 as described below:

**WEEKEND:** One (1) per year. ~~One (1) weekend day from April 15 through October 15 of each year.~~

**WEEKDAY:** One (1) per year. ~~Reservations beyond four (4) per season will be evaluated.~~

#### **4E. INSURANCE REQUIRED FOR ALL GROUPS THAT FUNCTION UNDER A TAX I.D.**

Any group (resident or non-resident) that functions under a tax I.D. number requires general liability insurance for their use of a shelter for the day/season. The insurance policy requirements are subject to change and are available on the Township's website and at the Division of Public Services.

The policy and accompanying waiver forms must be provided to the Division of Public Services no later than two (2) weeks prior to the reservation date. It is the responsibility of the person who signs the permit to ensure that the insurance policy is on file with the Township.

Those that fail to submit the proper insurance documents by 4:00 pm on the two (2) week deadline date provided on the issued permit will be removed from the system and the date will be open and available for others to reserve. **NO REFUND WILL BE GIVEN.**

#### **4F. DATE CHANGE REQUESTS**

Date change requests are allowed as follows:

- Requests are only taken for the current year.
- Request must be made a minimum of five (5) days prior to original reservation date.
- Request must be made in person.

### **5. HOURS**

Park hours are subject to change without prior notification. Current park hours will be posted at the park office and on the Township's website.

## 6. ~~CHECK IN & OUT PROCEDURES FOR SHELTER/PAVILION~~

### ~~5A. ARRIVAL~~

~~When arriving at the Park there will be signs regarding location of facilities, available equipment, and the general rules of the park.~~

### 6A. EQUIPMENT, CLEAN UP ~~DEPARTURE~~

Refuse in and around the pavilion or shelter shall be deposited in designated containers. All floors shall be swept and tables wiped down. Brooms and dustpans are available.

The large pavilion comes equipped with a food preparation area including a sink, countertop and commercial refrigerator that is available for use to those who have rented the pavilion and paid an additional fee. If you have a permittee has paid the fee to use this area it must be cleaned and wiped down prior to your departure time. Any items left in the refrigerator after you leave use of the pavilion will be immediately disposed of by park staff.

~~Groups which fail to leave the park area in reasonable condition shall be assessed a fee.~~

~~Pavilion restrooms will be cleaned and locked 30 minutes prior to park closing time by park personnel.~~

If a group is planning a "water balloon toss" or other games, please ensure that all debris, even small pieces, are removed from the area. We thank you in advance for your cooperation in this matter.

### 6B. REVIEW OF FACILITY

Your group The permittee will be responsible to leave the pavilion, shelter and surrounding grounds as you found it clean and orderly. Failure to leave the pavilion or shelter and surrounding grounds as you found it in a clean and orderly condition may result in forfeit of your future utilization for park reservations and/or assessment of a fee. forfeiture of access to park reservations.

### 6C. MAXIMUM CAPACITIES

The maximum capacities of the pavilion and shelters shall not be exceeded. Reservations where attendance exceeds the maximum capacity of the pavilion or shelter will be fined in amount equal to their paid reservation fee. Failure to honor maximum capacity limits may result in forfeiture of access to park reservation, as well as ejection from the park.

## 7. WEDDINGS

The actual wedding ceremony or service is the only activity of this nature permitted. Receptions or other similar activities are not permitted. **Alcohol is not permitted during or after the ceremony.**

## 8. ALCOHOL

The use of alcohol or alcoholic beverages is prohibited. ~~Violations shall be cause for ejection from the Park and may result in forfeiture of the right to use the park and/or assessment of a fee.~~ Violators may be subject to forfeiture of access to park reservations, ejection from the park, and/or prosecution under the Parks and Playground Areas Ordinance and other Township ordinances and state law.

**9. CANCELLATION/NO SHOWS**

~~All cancellations must be made in writing two (2) weeks prior to the date of the reservation. If you fail to cancel or do not show up for your park reservation you may forfeit your future utilization for park reservations or you may be assessed a fee.~~

Permittees who know they will not be using the reservation are encouraged to notify the Division of Public Services in order to allow for other use(s) of the facilities.

**10. INCLEMENT WEATHER**

To protect the safety of both park patrons and park staff if should the National Weather Service issue a ~~thunderstorm~~ severe weather warning and/or ~~tornado warning~~ the park will be cleared and the gates will be closed. the Township reserves the right to vacate and close the park.

~~NO REFUNDS WILL BE GIVEN.~~

**11. CONDUCT**

**11A. PEACEFUL ENJOYMENT**

All park users are expected to conduct themselves in a manner conducive to peaceful enjoyment of the facilities by all park users. ~~Disorderly conduct shall be cause for ejection from the Park, criminal penalty, forfeiture of the right to use the park and/or assessment of a fee.~~ Disorderly conduct by park users may be subject to forfeiture of access to park reservations, ejection from the park, and/or prosecution under the Parks and Playground Areas Ordinance.

**11B. NO VENDORS**

Vendors are not allowed on Park grounds.

**11C. GOLF COURSE**

The golf course is for the patrons who have paid the appropriate fees at the Club House. Please warn all children that it is strictly prohibited and could be dangerous to climb the fence between the park and the golf course or to enter on to the golf course property.

**12. BANDS, BULLHORNS, P.A. SYSTEMS**

In general it is considered that bands, karaoke, bullhorns or P.A. systems, etc. will have a negative impact on the adjacent residential district or other Park users and therefore will not be permitted. An exception to this rule can be made only if it is shown that the system or instrument proposed will not impact off-site residential areas or other park users. ~~Exceptions must be granted in advance of the event by the Division of Public Services.~~ Exceptions to this general prohibition may be granted only upon written request to the Township Supervisor at least three (3) days in advance of the event.

**13. ~~MOONWALKS OR SIMILAR EQUIPMENT~~**

~~It is considered that moonwalks or other similar amusement type equipment will have a negative impact on the adjacent residential properties and therefore are not permitted.~~

~~13. PARK CARE~~

~~13A. GOOD CONDITIONS~~

~~Park users are expected to preserve the Park premises in good condition and thus enhance the Park area of the Community.~~

~~13B. DOGS/CATS~~

~~Dogs, cats or other domestic animals are not allowed in the Park.~~

~~Violations will result in a fine up to \$500 and may cause forfeit of your future utilization of park reservations and/or assessment of a fee.~~

13. ANIMALS

**Possession of animals is prohibited under Township ordinance. Violators may be ejected and/or subject to prosecution under the Parks and Playground Areas Ordinance, other ordinances and/or state law.**

14. NO, STAPLES, ETC.

No staples, nails or tacks are to be used on picnic tables or on building surfaces. **Park users violating this rule may be subject to forfeiture of access to park reservations.**

15. NO TAPE OR ADHESIVES ON STRUCTURES

Tape and Adhesives shall not be used to affix anything to the framework of the Pavilion or Shelters. ~~Patrons who violate this rule may be assessed a fee of \$50.00 and/or forfeit your future utilization for park reservations.~~ **Park users violating this rule may be subject to forfeiture of access to park reservations.** Tape can be used, however, to affix tablecloths, decorations, etc. to picnic tables.

16. MOTOR VEHICLES/PARKING

16A. MAX. SPEED 5 MILES/HR

No person shall operate a **motor** vehicle on the roadway in excess of five (5) m.p.h.

16B. MOTOR VEHICLES LIMITED LOCATION

**Motor** vehicles must remain upon the roadway and designated parking areas only. **Motor** vehicles are subject to the provisions of Township Ordinances. ~~No. 60.~~ Parking shall be in designated areas only - no parking in the roadway. Cars and/or trucks unloading picnic supplies are not allowed on the grass, concrete aprons or sidewalks of the pavilion or shelters. Vehicles can be towed for non-compliance.

16C. HANDICAPPED PARKING LAWS ENFORCED

All designated handicapped parking areas shall be reserved for vehicles with authorized, state issued handicap permits.

16D. ADDITIONAL PARKING REQUIRED

If parking requirements for your group exceed the parking available at your reserved shelter or pavilion, overflow parking ~~shall be located~~ **may be available** in the parking area provided near the baseball diamonds.

17. SIGNS

No signs are allowed except temporary signs identifying a group location ~~using the park~~ under a permit. Please refer to Rule No. 14 and 15.

**18. EQUIPMENT/GRASS AREA ACTIVITIES**

Badminton, bocce ball, "catch", frisbee and volleyball are just a few of the many activities allowed in the grass areas of the Park. No equipment is available for use. **Horseshoes are not allowed.** Please see the Park staff for any proposed lawn game not listed above. Please check with Park staff for areas to set up volleyball and badminton nets.

**19. FISHING POND**

Fishing in the pond is allowable but normal state fishing laws prevail. ~~Youngsters under the age of seventeen (17) may fish without a license.~~ **Contact the Michigan Department of Resources for the fishing license requirements.** Please try to limit catch of trout and bass to two (2) per fishing person or family. Remember, "Catch and Release" will help extend this important recreation resource.

**20. FIRES/GRILLS**

There shall be no fires except in self-contained grills, stoves or containers specifically designed for such. ~~No cooking fires are allowed in the pavilion fireplace.~~ Cooking under the roof of the pavilion or any shelter is strictly forbidden. **Shelter 1 and the Pavilion have two (2) "Super Grills" in the immediate area of the site which are four (4) feet wide. Shelter 2 has a three (3) compartment grill.**

**Please note that pouring water onto the grills is prohibited. Violations will result in a \$50 fine and may cause forfeit of your future utilization of park reservations. Violators may be subject to forfeiture of access to park reservations and/or ejection.**

**21. PAVILION FIREPLACE**

The pavilion fireplace is available for use; however, wood is not provided. Fires should be started a minimum of two (2) hours prior to the end of your reservation and must be completely extinguished before you leave. Water may be used to extinguish fires in the fireplace.

**Please note that pouring water onto the grills is prohibited. Violators may be subject to forfeiture of access to park reservations and/or ejection.**

**22. ELECTRICITY**

Electricity is available at each of the structures in the park. Outlets are located in the walls at both shelters and the pavilion. There is an additional outlet near Shelter #1 that is approximately fifteen (15) feet from the structure.

**23. BASEBALL DIAMONDS**

The baseball diamonds are available on a first-come, first-serve basis except when they are utilized by junior baseball leagues. These leagues utilize the fields from early April – July and from Mid-August – October. During these months, the fields are open to Park patrons Monday – Friday from Park opening until 3:00 pm, and they are available Saturdays (**after** the end of Little League Season) from 2:00 pm to Park closing and Sundays from Park opening until Park closing **UNLESS** the junior baseball leagues have scheduled make-up games. In the case of make-up games, the fields will be available from 2:00 pm until park closing. The Park may also host Baseball Tournaments that are played on selected weekends.



## 24. CANOPY TENTS

Canopy tents (10'x10') are allowed on a restricted basis. ~~Please get approval at the time you make your reservation.~~ **Please speak with a member of the park staff before erecting a canopy tent.**

## 25. SPRAYSCAPE

The SprayScape is open to all park patrons from the Saturday of Memorial Day weekend through Labor Day. Daily operating hours for the SprayScape are from 10:00 am – 1 hour before Park closing. SprayScape Rules and Regulations are posted at the SprayScape and designed to ensure the safety of all citizens using the park.

### SprayScape Rules and Regulations

1. SprayScape is an unsupervised area. Adult supervision is recommended.
2. Footwear is recommended.
3. Climbing on the structures is strictly prohibited.
4. NO skateboards, in-line skates or bicycles are allowed in spray area.
5. NO glass in this area for your safety and the safety of others.

## 26. BUS POLICY

~~No buses shall be permitted within any park of the Township unless approval has been granted by the Township a minimum of two (2) weeks in advance. When considering a request the Township shall take into consideration the primary intended use of the passengers of said bus, the other uses at the time requested, and how said approval may negatively impact the capacity of the park or its individual facilities.~~

**No buses shall be permitted within any park of the Township unless approval by the Township Supervisor has been granted. A written request for approval by the Township Supervisor must be submitted a minimum of two (2) weeks in advance. When considering a request the Township Supervisor shall take into consideration the primary intended use of the passengers of said bus, the other uses at the time requested, and how said approval may negatively impact the capacity of the park or its individual facilities.**

### ~~24A. THIRD MONDAY IN JUNE THROUGH LABOR DAY~~

~~Due to high usage of the SprayScape at Plymouth Township Park during this time bus requests where the primary intended use is to bring children to the SprayScape area of Plymouth Township Park will not be approved.~~

## 27. EXEMPTIONS FOR TOWNSHIP SPONSORED EVENTS

Any or all of the above rules may be waived at the discretion of the Township Treasurer or his designee for events sponsored by the Charter Township of Plymouth.

# **ATTACHMENT B PROPOSED REDUCED FEE POLICY**

## **GROUPS WITH REDUCED FEES**

**The following groups shall be charged a reduced fee for use of the Shelter I, Shelter II or the Pavilion at Plymouth Township Park, or the Shelter at Lake Pointe Soccer Park Monday through ~~Friday~~ Thursday; however, the current regular Township resident fees will apply to these groups for usage on Friday, Saturday, Sunday and Holidays.**

- Alcoholics Anonymous (AA meetings only)
- Kiwanis of Plymouth
- Plymouth-Canton Public Schools
- Plymouth Canton Charter Schools
- Plymouth Township Sponsored Organization
- Resident Community Education, Continuing Education and/or Private Schools (includes Plymouth Christian Academy)
- Resident Charitable Organizations
- Resident Girl Scouts, Boy Scouts, Little League (including GCYBSA picnics) and any Team which does not play for Plymouth-Canton Schools but, the team members are students of Plymouth-Canton Schools
- Plymouth Fife and Drum
- Resident Service Clubs:
  - Diabetes Support Group
  - Masonic Lodge
  - Parkinson's Support Group
  - Plymouth Rotary Club
  - Plymouth Lions Club
  - Plymouth-Canton Jaycees
  - Plymouth-Canton Civitans
  - Polish National Association of Centennial Dancers
- Resident Senior Groups:
  - Old Timers
  - Friendship Station
  - Knights of Columbus Seniors Club
  - Elderberries of First Presbyterian Church
  - Out to Lunch Bunch
  - Communications Workers Association of Retirees
  - W.C. Child Development Center Retirees
  - U.A.W.

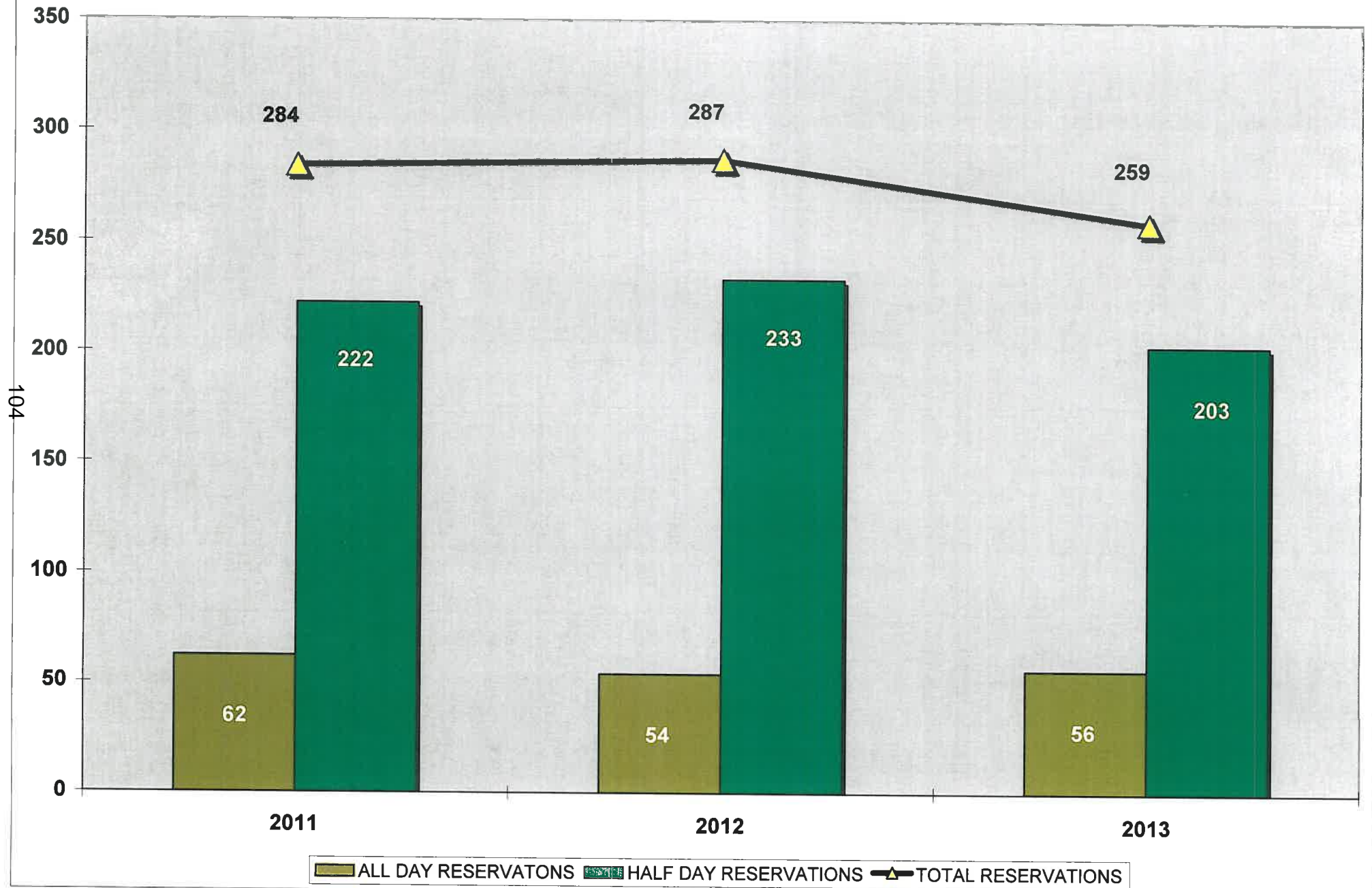
**Other groups could be considered if found to be similar one of the above.**

**ATTACHMENT C**  
**PROPOSED FEE SCHEDULE**  
**2014**

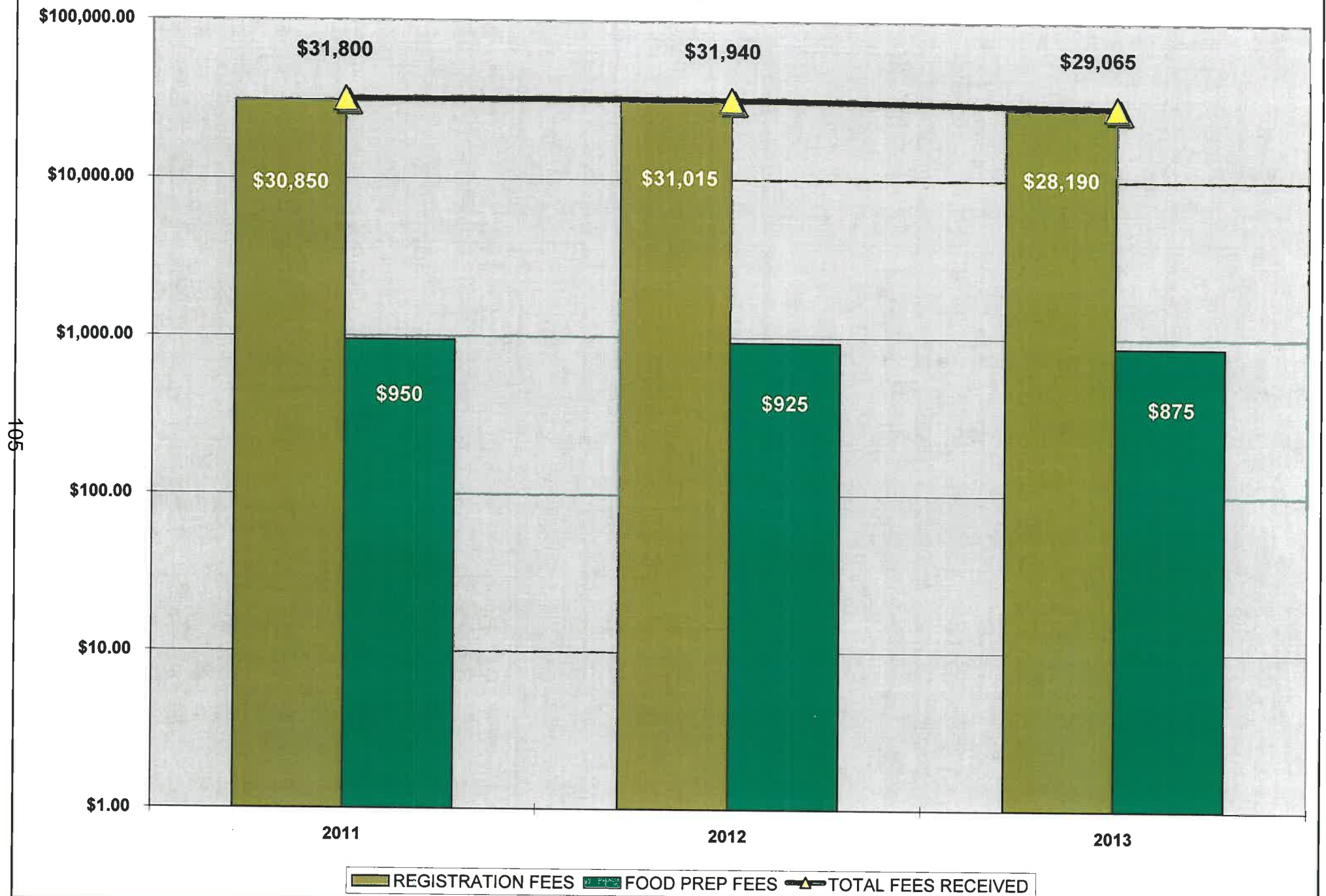
<b>PERIOD APRIL 15 - OCTOBER 15</b>			
<b>RESERVATION REQUIRED</b>			
Shelter and Pavillion Reservation	SESSION I Park open – 3:00 pm	SESSION II 4:00 pm – ½ hr before park close	FULL DAY Park open – ½ hr before park close
Plymouth Township Resident Groups	\$100.00	\$100.00	\$200.00
Non-Resident Groups (includes City of Plymouth Residents & Businesses)	\$200.00	\$200.00	\$400.00
Additional Fees	SESSION I Park open – 3:00 pm	SESSION II 4:00 pm – ½ hr before park close	FULL DAY Park open – ½ hr before park close
Use of Food Preparation Area – Pavilion Only*	\$25.00	\$25.00	\$50.00
Wedding Ceremony (Does NOT include Shelter Reservation Fees)	Resident \$40.00	Non-Resident \$50.00	
* Food Preparation Area is available only to those who have reserved the Pavilion at Plymouth Township Park			

<b>PERIOD OCTOBER 16 - APRIL 14</b>			
<b>RESERVATON REQUIRED</b>			
Shelter and Pavillion Reservation	SESSION I Park open – 3:00 pm	SESSION II 4:00 pm – ½ hr before park close	FULL DAY Park open – ½ hr before park close
Plymouth Township Resident Groups	\$0.00	\$0.00	\$0.00
Non-Resident Groups (includes City of Plymouth Residents & Businesses)	\$0.00	\$0.00	\$0.00
Additional Fees	SESSION I Park open – 3:00 pm	SESSION II 4:00 pm – ½ hr before park close	FULL DAY Park open – ½ hr before park close
Use of Food Preparation Area – Pavilion Only*	\$25.00	\$25.00	\$50.00
Wedding Ceremony (Does NOT include Shelter Reservation Fees)	Resident \$40.00	Non-Resident \$50.00	
* Food Preparation Area is available only to those who have reserved the Pavilion at Plymouth Township Park			

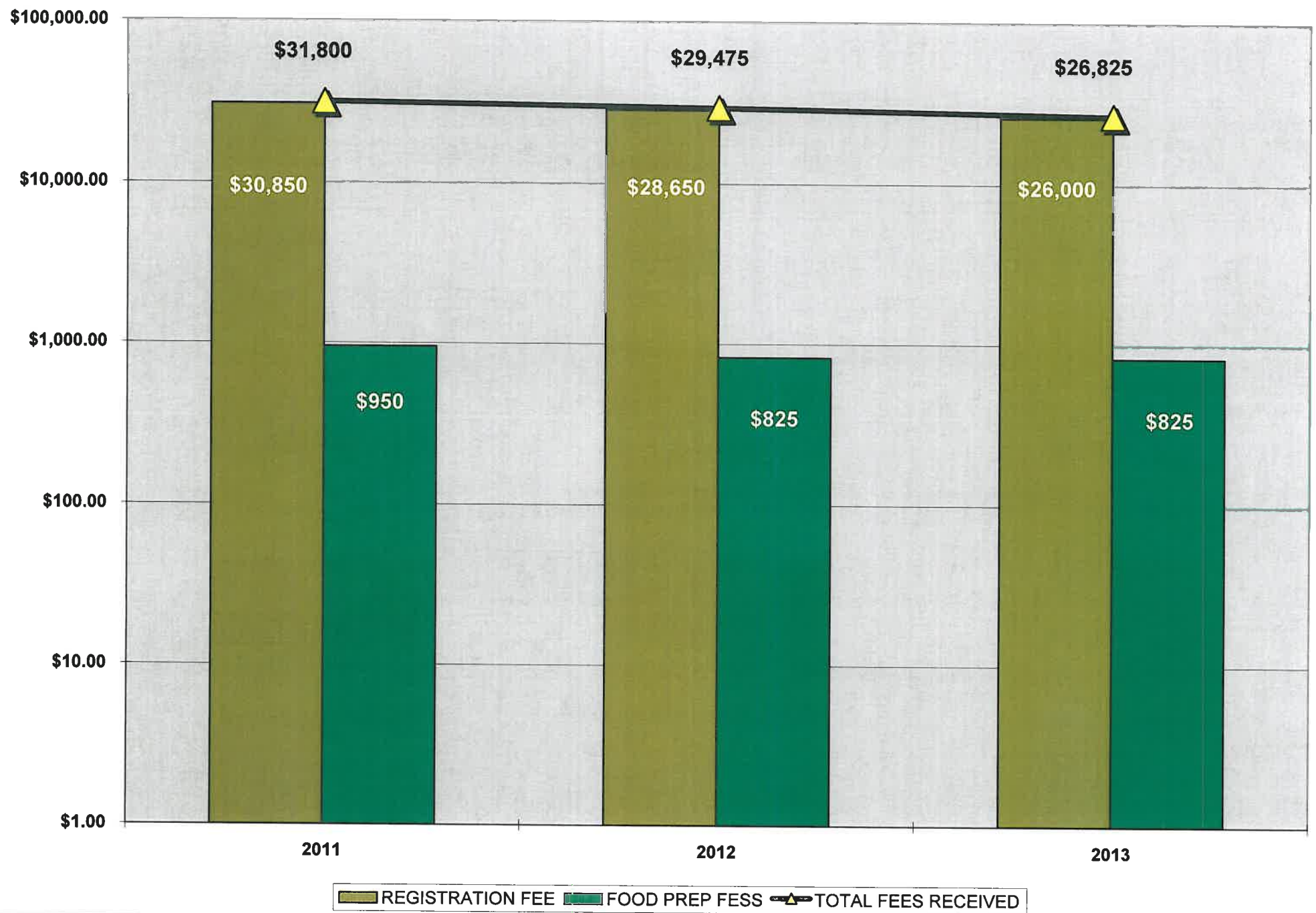
## RESERVATION TOTALS 2011 - 2013



# TOTAL FEES RECEIVED 2011 - 2013

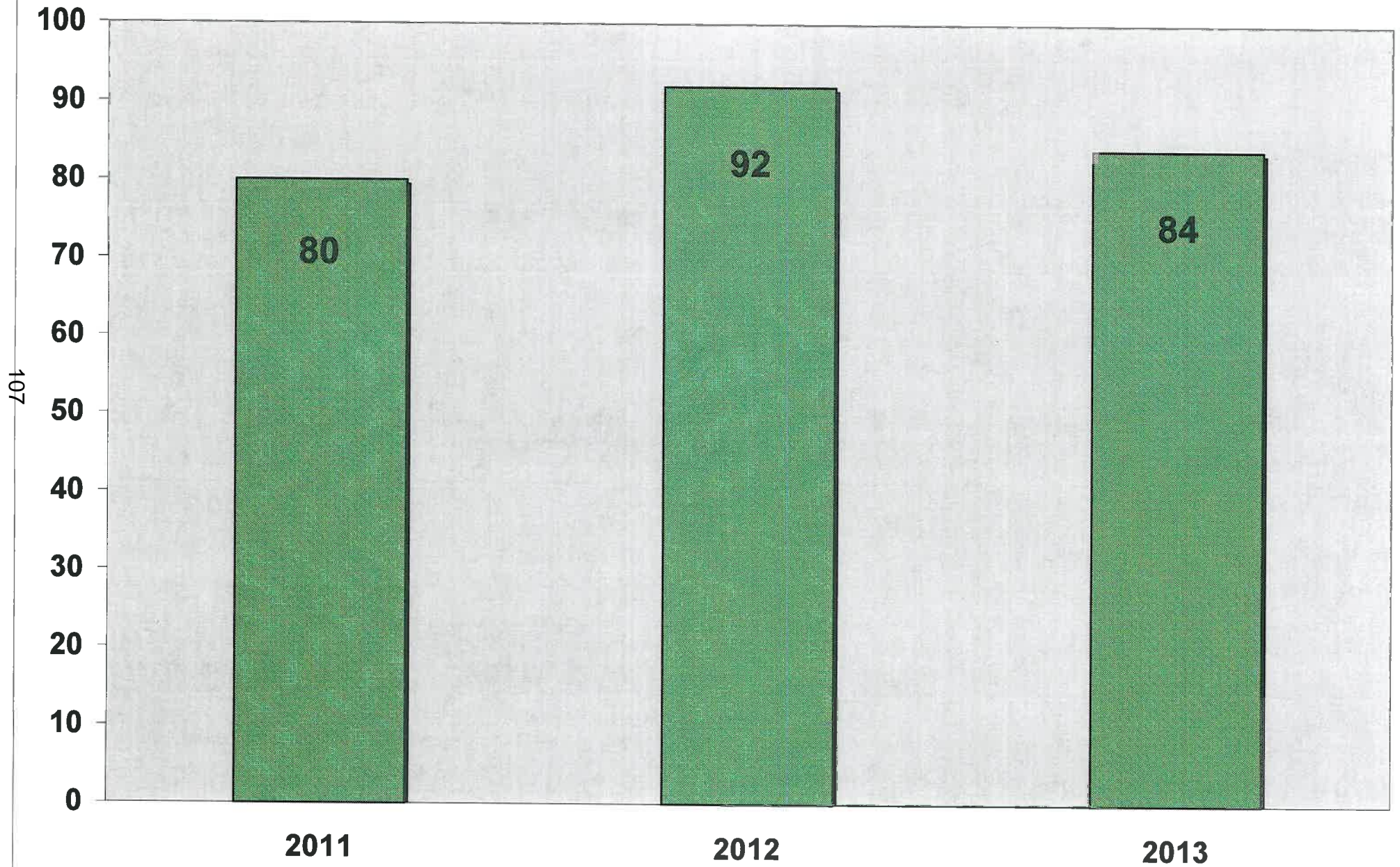


## TOTAL FEES RECEIVED FROM FULL RATE RESERVATIONS

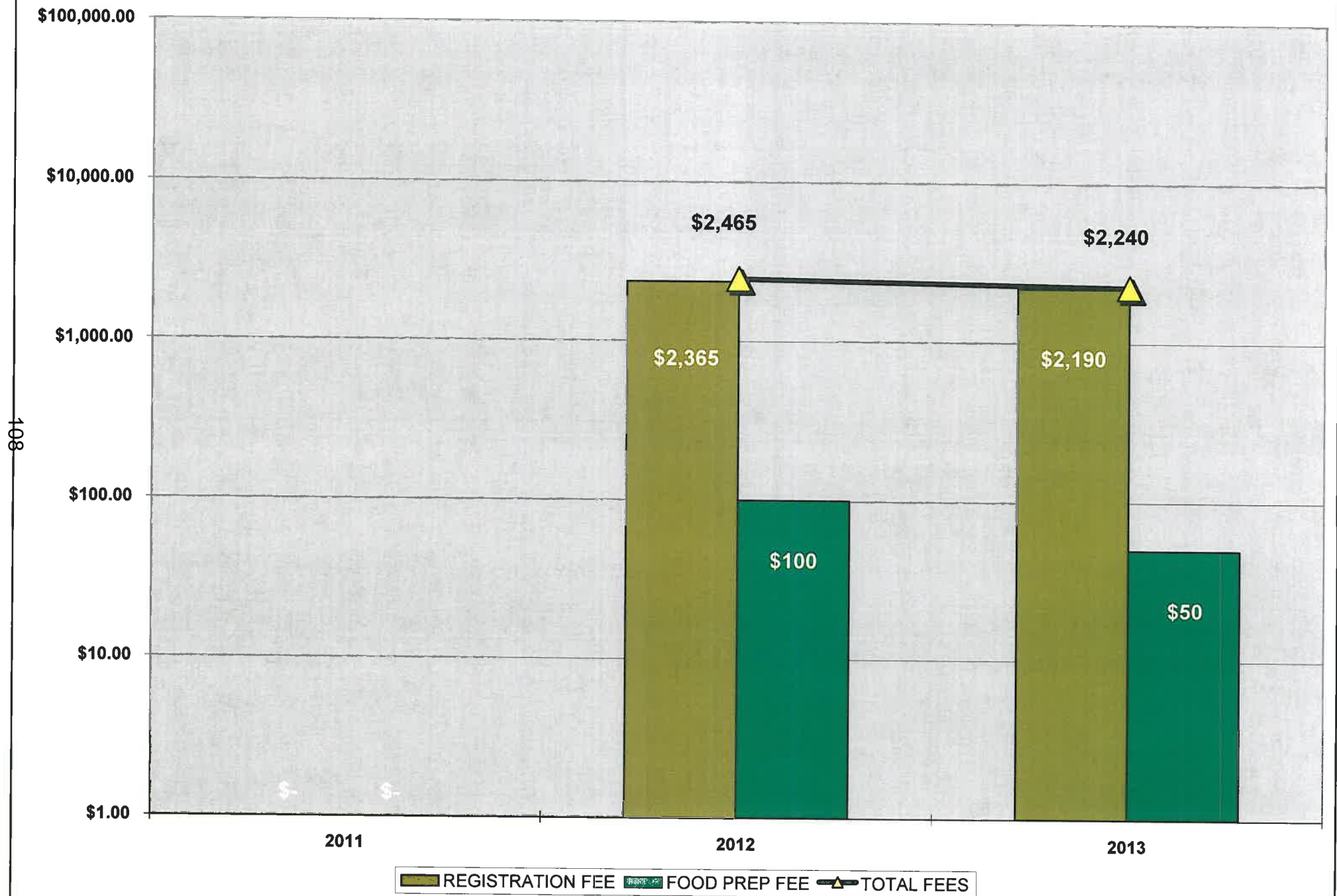




## REDUCED FEE RESERVATIONS 2001 - 2013

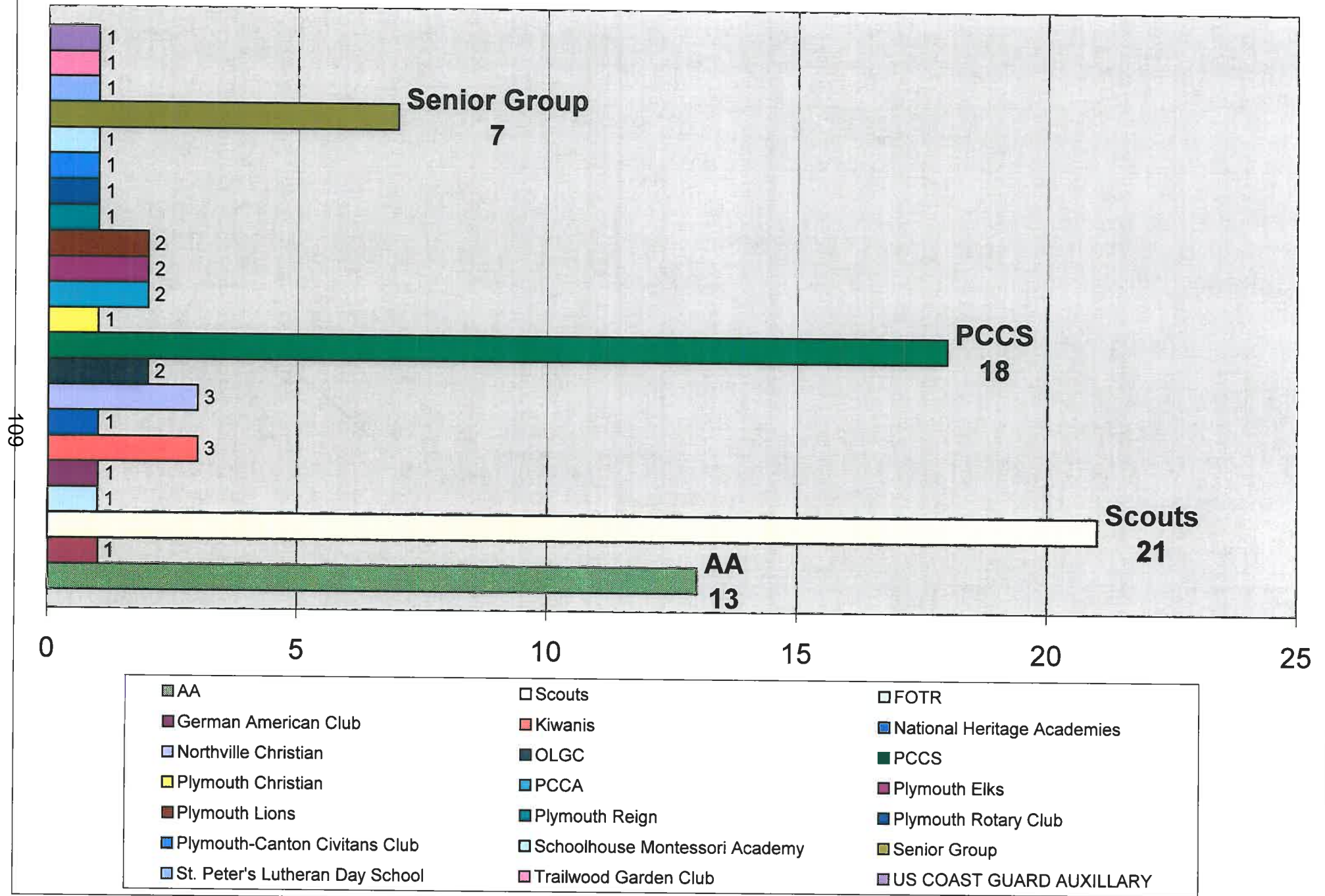


## TOTAL FEES RECEIVED FROM REDUCED RATE RESERVATIONS



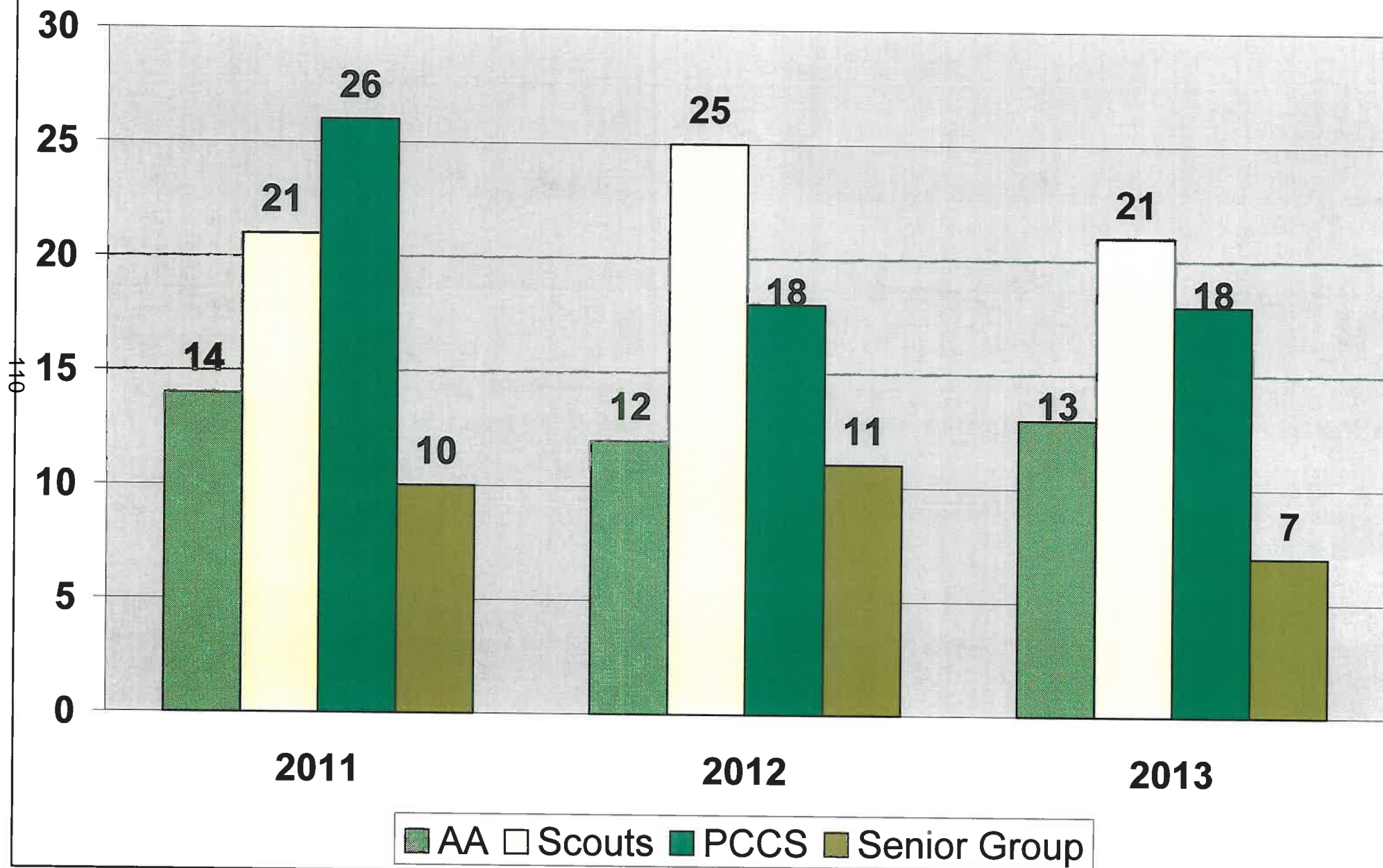


# REDUCED FEE SERVICE ORGANIZATIONS 2013



# HIGH USAGE REDUCED FEE GROUPS

## 2011 - 2013



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

**Meeting date: January 14, 2014**

**ITEM: Civil Service Commission Appointment**  
-----

**BRIEF:**

**ACTION: Appoint Ed Snage as the township designated commissioner on the three member Civil Service Commission.**

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

BACKGROUND: Gary Davis had served as the township designated commissioner since April 2009 and with his resignation the township is required to fill the vacancy. Ed Snage is willing to be the township designated member of the Civil Service Commission.

Act 78 of 1935 provides for a civil service commission for municipalities having a full-time police or fire department. At a township election on February 20, 1961, a proposition was passed to create a Civil Service Commission to oversee the examination, merit and fitness for employment and promotion for full-time firemen within the Plymouth Township fire department.

The Civil Service Commission is a three member commission, one member is appointed by the IAFF Firefighters Union, one by the Board of Trustees and the third is selected by the other two members of the commission. Terms are staggered with one term expiring every six years.

BUDGET/TIME LINE: Boards and Commissions

RECOMMENDATION: **APPROVE**

**PROPOSED MOTION:**

**I move to appoint Ed Snage to the Civil Service Commission with a term expiring April 30, 2015.**

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: January 14, 2014**

**ITEM: Downtown Development Authority Appointments**  
-----

**BRIEF:**

**ACTION: Reappoint Fred Brunk and appoint George Lytle to four (4) year terms on the DDA - Downtown Development Authority. Since the DDA has also been designated as the BRA - Brownfield Redevelopment Authority this action has the effect of appointment to the DDA and to the BRA.**

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

BACKGROUND: The nine (9) member DDA includes the Township Supervisor and eight other members serving four year terms, staggered so that two of the members terms expire each year. The DDA is required to have a minimum of nine members with a majority (5) of those members required to hold a property interest within the DDA.

The four-year terms for Fred Brunk and Jim Grutza are expiring. Fred Brunk was appointed in December 2009, retains a property interest within the DDA and is willing to continue serving the community on the DDA. However, Jim Grutza who has served on the DDA since its inception in February 2002 no longer holds a property interest and is ineligible to continue serving.

George Lytle serves the community through a local service club and is the owner of two Great Clip locations in Plymouth Township. One location is on Ann Arbor Road at Sheldon in the Kroger Center which is within the DDA boundary.

The Annual Meeting of the DDA is held in February of each year and includes the election of officers.

BUDGET/TIME LINE: Service on the DDA and BRA is without compensation.

RECOMMENDATION: **Approve**

**PROPOSED MOTION:**

**I move to appoint Fred Brunk and George Lytle to the Downtown Development Authority with four year terms beginning February 1, 2014 and expiring January 31, 2018.**

RECOMMENDATION: Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

VOTE: \_\_\_ KA \_\_\_ CC \_\_\_ RD \_\_\_ MK \_\_\_ RE \_\_\_ NC \_\_\_ RR

MOTION CARRIED \_\_\_\_\_ MOTION DEFEATED \_\_\_\_\_

## George Lytle

PLYMOUTH TOWNSHIP BUSINESS OWNER (Ann Arbor Corridor)

Great Clips (2 locations):

44523 Ann Arbor Rd

15167 Sheldon Rd

### FAMILY

Wife, 3 children

### EDUCATION

LaSalle University – Bachelor in Management

### COMMUNITY SERVICE

Kiwanis Club of Colonial Plymouth – Board of Directors

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

**Meeting date: January 14, 2014**

**ITEM: Post Employment Medical Expense Reimbursement Trust**  
-----

**BRIEF:**

**ACTION:** To pass a Resolution creating a post employment medical expense reimbursement trust for employees entitled to the \$50 per pay period to be used for their retiree health care expenses – these employees receive no township paid or township provided health care upon retirement.

**DEPARTMENT/PRESENTER(S):** Supervisor Richard M. Reaume  
Treasurer Ron Edwards and Clerk Nancy Conzelman

**BACKGROUND:** The Resolution will establish the trust and will name the Treasurer as the Trustees of the Trust and act in all business matters of the trust and authorizes the Clerk and Supervisor as the signatory and Administrator to execute documents and agreements related to the Trust.

**BUDGET/TIME LINE:** General Fund

**RECOMMENDATION:** **Approve**

**PROPOSED MOTION:**

**I move to approve Resolution No. 2014-01-14-03 to establish a post employment medical reimbursement trust. The Resolution names the Treasurer to serve as Trustee for the Trust, with the Clerk and Supervisor named as signatory and Administrator of the Trust to execute documents and agreements related to the Trust.**

**RECOMMENDATION:** Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

**VOTE:** \_\_\_ KA \_\_\_ CC \_\_\_ RD \_\_\_ MK \_\_\_ RE \_\_\_ NC \_\_\_ RR

**MOTION CARRIED** \_\_\_\_\_ **MOTION DEFEATED** \_\_\_\_\_

## EMPLOYEE COVERAGE

This trust is intended solely for those union and non-represented employees that are not entitled to township paid retiree health care. This includes new POAM Police Officers, Teamster DPW Technicians, TPOAM Clerical and new non-represented employees. New POAM Dispatchers and IAFF Firefighters continue to be covered by some form of negotiated township provided retiree health care.

In lieu of a township paid retiree healthcare benefit these participants receive a retiree savings account under the following terms; Township to contribute \$50 per pay, employees shall vest 50% after 10 years of employment, 75% after 15 years of employment and 100% after 20 years of employment.

## BACKGROUND

In 1999, Public Act 149 was signed that allowed a municipal government to establish and invest funds for the purpose of paying for retiree health care benefits. The PA 149 of 1999 fund would allow the Township to invest the retirement health savings funds in accordance with the Michigan Public Employee Health Care Fund Investment Act including investing in stocks and mutual funds which is not allowed under PA 20 for regular municipal investments.

## ADMINISTRATION

The ICMA – International City/County Management Association created a separate entity to handle the retirement savings needs of public sector employees. That entity is the ICMA-RC or ICMA Retirement Corporation that allows public sector employees to accumulate assets to pay for medical expenses at retirement on a tax-free basis.

Their VantageCare Retirement Health Savings (RHS) allows employees, and/or the employer on behalf of the employee, to invest dollars on a pre-tax basis in Vanguard Mutual Funds for financial medical needs during retirement. The RHS acts as an HRA – Health Reimbursement Arrangement and the program is fully compliant with federal HRA guidelines.

## TRUST

The IPT – Integral Part Trust is irrevocable and is written to comply with Public Act 149 of 1999 which lays out the investment parameters for the health savings account funds. The employer Plymouth Township retains investment control but the funds are eligible by the retiree for all IRS defined reimbursable expenses.

## RECORDKEEPING AND CUSTODIAN SERVICES

Limited administration and recordkeeping is required by the Township as most services will be handled by the ICMA-RC including a plan sponsor web access site, quarterly statements, valuation services and distribution processing.

## INVESTMENT STRATEGY & MANAEMENT

The Trust is designed to provide a complete investment program that employers find appropriate for the long-term nature of retiree health liabilities. Experienced ICMA-RC investment professionals manage the Vantagepoint Model Portfolio Funds – allocating assets, selecting investments and rebalancing the funds. The Trustee will focus on the goals, needs and tolerance for risk.

## FEES

ICMA-RC does not charge any employer-level fees for the RHS plan. Each quarter, the following fees will be assessed to the participant account.

- Account Fee: an annual account fee of \$30 will be charged to the participant's account on a quarterly basis (\$7.50 per quarter). This fee will be waived until a participant attains benefit eligibility.
- Asset Fee: an annual asset fee of 45 basis points (0.45% of the account) will be assessed to the account.

## ATTORNEY OPINION

According to the Township benefit attorney:

As discussed in my April 15, 2013 letter, under the Charter Township Act, the Township Treasurer is the appropriate individual to be named as the Trustee of the Integral Part Trust, because the Treasurer is required to “take charge” of money belonging to the Township. The Integral Part Trust is considered an asset of the Township, and therefore the Treasurer should be designated at the Trustee of the Trust.

Note that under the model Declaration of Trust, the Trustee is charged solely with holding title to the assets; the Trustee is specifically not charged with taking any discretionary actions with respect to the Trust. In particular, the Trustee is not charged with the custody, investment, safekeeping, or disposition of any Trust assets to the extent the Township or an Administrator appointed by the Township (here, ICMA) performs those functions. The Trustee, in his or her capacity as Trustee, is also not required to select any of the Investment Funds in which the Trust assets are invested. The Trustee is also indemnified by the Township for any liability resulting from the Trustee's acting as a directed Trustee, other than liability resulting from the Trustee's own negligence or intentional misconduct.

I did not see any option in the model Declaration of Trust for specifically naming the Treasurer as the Trustee. The definition of “Trustee” in Section 1.1(g) includes the Township's designee, but nowhere in the model Declaration of Trust is the Township able to specify its designee for that purpose. I expect that there is another document the Township will need to complete – such as a Resolution by the Township Board of Trustees adopting the Trust or an affirmation by an authorized Township Official confirming that the retiree health care plan and a related trust have been authorized by the Board of Trustees – in which a Trustee other than the Township can be named.

Otherwise, ICMA is assuming responsibility for, and the Township is delegating its authority over, administration of the plan, including recordkeeping, implementing participants' investment elections, communicating with participants, and paying



reimbursements as required/permitted under the terms of the retiree health plan. I presume this is the Township's intention – to delegate as much responsibility for administration of the retiree health care plan as possible. The Township remains responsible for providing accurate and timely participant information to ICMA and for remitting employer contributions.

Notably, however, the Township is not delegating, and ICMA is explicitly not accepting, responsibility for selecting the Investment Funds made available to plan participants for directing the investment of their plan accounts (Sections 4(c) and (f)). This is very typical in administrative service arrangements, because the third-party administrator does not want to accept fiduciary liability for selecting investment options without being separately engaged (and separately compensated) for assuming that liability. Selection of investment options for a retiree health care fund is subject to Section 4 of the Michigan Public Employee Health Care Fund Investment Act, which in turn requires the assets to be invested as required by Section 13 of the Public Employee Retirement System Investment Act (both are attached for your convenience). The Township must therefore make an independent determination that its selection of the Vantagepoint Funds made available by ICMA as investment options complies with the requirements of these Michigan laws, including a determination that the expense ratios of the Vantagepoint Funds are reasonable.

The Township is required to indemnify ICMA, other than for ICMA's negligence, bad faith, or willful misconduct. It was a welcome change to see that ICMA set its own threshold at ordinary negligence (and not at gross negligence), which is often a point of negotiation in administrative service contracts like this.

**PUBLIC EMPLOYEE HEALTH CARE FUND INVESTMENT ACT**  
**Act 149 of 1999**

AN ACT to provide for the creation of public employee health care funds; to provide for the administration of the funds; to authorize the investment of the assets of the funds or trusts; and to prescribe the powers and duties of investment fiduciaries and certain public officers and employees.

**History:** 1999, Act 149, Imd. Eff. Nov. 1, 1999.

*The People of the State of Michigan enact:*

**38.1211 Short title.**

Sec. 1. This act shall be known and may be cited as the “public employee health care fund investment act”.

**History:** 1999, Act 149, Imd. Eff. Nov. 1, 1999.

**38.1212 Definitions.**

Sec. 2. As used in this act:

(a) “Fund” means a public employee health care fund created pursuant to this act and used for the accumulation and investment of funds for the purpose of funding health care for retired employees of the public corporation.

(b) “Investment fiduciary” means a person or persons who do any of the following:

(i) Exercises any discretionary authority or control in the investment of the fund's or trust's assets.

(ii) Renders investment advice to a fund or trust for a fee or other direct or indirect compensation.

(c) “Public corporation” means any county, city, village, township, authority, district, board, or commission in this state.

(d) “Qualified person” means a person or group of persons who are eligible to receive health care benefits and who are designated as a qualified person by the public corporation.

(e) “Trust” means a trust created under the authority of a state or federal law for the purpose of funding retiree health care benefits.

**History:** 1999, Act 149, Imd. Eff. Nov. 1, 1999.

**38.1213 Establishment of public employee health care fund; resolution.**

Sec. 3. The legislative body of a public corporation may adopt a resolution establishing a public employee health care fund for the purpose of accumulating funds to provide for the funding of health care benefits to retirants and beneficiaries of retirants of the public corporation. Money for the payment of health care benefits for retired employees of the public corporation may, at the discretion of the public corporation, be provided from this fund or any other fund or trust. The resolution shall include all of the following:

(a) The designation of a person or persons who shall act as the fund's investment fiduciary.

(b) A restriction of withdrawals from the fund solely for the payment of health care benefits on behalf of qualified persons and the payment of the expenses of administration of the fund.

(c) The designation of who is a qualified person for purposes of payment of health care benefits from the fund.

(d) A determination of whether the fund will be established on an actuarial basis.

**History:** 1999, Act 149, Imd. Eff. Nov. 1, 1999.

**38.1214 Investment fiduciary; duties.**

Sec. 4. An investment fiduciary shall invest the assets of the fund in accordance with an investment policy adopted by the governing body of a public corporation and that complies with section 13 of the public employee retirement system investment act, 1965 PA 314, MCL 38.1133. However, the investment fiduciary shall discharge his or her duties solely in the interest of the public corporation. The public corporation may invest the fund's assets in the investment instruments and subject to the investment limitations governing the investment of assets of public employee retirement systems under the public employee retirement system investment act, 1965 PA 314, MCL 38.1132 to 38.1140.

**History:** 1999, Act 149, Imd. Eff. Nov. 1, 1999.

**38.1215 Investment of trust assets; resolution.**

Sec. 5. The legislative body of a public corporation may, by resolution, allow a trust to invest the assets of the trust in accordance with the public employee retirement system investment act, 1965 PA 314, MCL 38.1132 to 38.1140. The resolution shall include the following:

(a) A statement of the authority under which the trust is established.

(b) Approval to invest the assets of the trust in accordance with the public employee retirement system investment act, 1965 PA 314, MCL 38.1132 to 38.1140.

**History:** 1999, Act 149, Imd. Eff. Nov. 1, 1999.

**38.1216 Actuarial review; report.**

Sec. 6. The investment fiduciary shall have an actuarial review of the fund or trust prepared at least every 5 years with assets valued on a market related basis. The investment fiduciary shall prepare and issue a summary annual report to the legislative body of the public corporation that established the fund or trust.

**History:** 1999, Act 149, Imd. Eff. Nov. 1, 1999.

**PUBLIC EMPLOYEE RETIREMENT SYSTEM INVESTMENT ACT**  
**Act 314 of 1965**

AN ACT to authorize the investment of assets of public employee retirement systems or plans created and established by the state or any political subdivision; to provide for the payment of certain costs and investment expenses; to authorize investment in variable rate interest loans; to define and limit the investments which may be made by an investment fiduciary with the assets of a public employee retirement system; and to prescribe the powers and duties of investment fiduciaries and certain state departments and officers.

**History:** 1965, Act 314, Imd. Eff. July 22, 1965;—Am. 1980, Act 31, Imd. Eff. Mar. 8, 1980;—Am. 1982, Act 55, Imd. Eff. Apr. 6, 1982;—Am. 1988, Act 252, Eff. Jan. 1, 1989;—Am. 1988, Act 253, Eff. Jan. 1, 1989;—Am. 1988, Act 343, Imd. Eff. Oct. 19, 1988.

*The People of the State of Michigan enact:*

**38.1121-38.1131 Repealed. 1982, Act 55, Imd. Eff. Apr. 6, 1982.**

**Compiler's note:** Prior to the repeal of MCL 38.1121 to 38.1131, MCL 38.1125a had expired by its own terms.

**38.1132 Short title; meanings of words and phrases.**

Sec. 12. (1) This act shall be known and may be cited as the “public employee retirement system investment act”.

(2) For the purposes of this act, the words and phrases defined in sections 12a to 12f have the meanings ascribed to them in those sections.

**History:** Add. 1982, Act 55, Imd. Eff. Apr. 6, 1982;—Am. 1988, Act 127, Imd. Eff. May 24, 1988;—Am. 1996, Act 485, Imd. Eff. Dec. 27, 1996.

**38.1132a Definitions; A.**

Sec. 12a. “Assets”, for the purpose of meeting asset limitations contained in this act, means the total of the cash and investments of a system valued at market.

**History:** Add. 1996, Act 485, Imd. Eff. Dec. 27, 1996.

**38.1132b Definitions; D to G.**

Sec. 12b. (1) “Defined contribution plan” means a defined contribution plan as defined in section 414(i) in the internal revenue code, 26 USC 414.

(2) “Derivative” means either of the following:

(a) A contract or convertible security that changes in value in concert with a related or underlying security, future, or other instrument or index; or obtains much of its value from price movements in a related or underlying security, future, or other instrument or index; or both.

(b) A contract or security, such as an option, forward, swap, warrant, or a debt instrument with 1 or more options, forwards, swaps, or warrants embedded in it or attached to it, the value of which contract or security is determined in whole or in part by the price of 1 or more underlying instruments or markets.

(3) “Equity interests” means limited partnership interests and other interests in which the liability of the investor is limited to the amount of the investment, but does not mean general partnership interests or other interests involving general liability of the investor.

(4) “Global security” means any of the following:

(a) A fixed income security issued by a government, a governmental agency, or a public or private company that is traded outside of the United States and may be issued in a currency other than the United States dollar.

(b) An equity position in a company traded on an exchange outside of the United States or a security that may be issued in a currency other than the United States dollar or an unregistered American depository receipt.

(c) An equity or fixed income derivative that derives its value from an investment described in subdivision (a) or (b) or a global security or bond index traded on an exchange outside of the United States.

**History:** Add. 1996, Act 485, Imd. Eff. Dec. 27, 1996;—Am. 2000, Act 307, Imd. Eff. Oct. 16, 2000;—Am. 2012, Act 347, Eff. Mar. 28, 2013.

**38.1132c Definitions; I.**

Sec. 12c. (1) “Investment fiduciary” means a person other than a participant directing the investment of the assets of his or her individual account in a defined contribution plan who does any of the following:

(a) Exercises any discretionary authority or control in the investment of a system's assets. Investment

fiduciary under this subdivision includes the state treasurer and his or her investment personnel for the systems described in section 13(4).

(b) Renders investment advice for a system for a fee or other direct or indirect compensation.

(2) "Invest" or "investment" means the utilization of money in the expectation of future returns in the form of income or capital gain. Investments initially purchased in accordance with this act that subsequently do not qualify for purchase for any reason shall be considered to continue to meet the requirements of this act. Investment includes a guarantee by an investment fiduciary but does not include, as a sole investment, a pledge of the system's assets as collateral to guarantee the repayment of obligations made by a third party to a borrower.

(3) "Investment grade" means graded in the top 4 major grades as determined by 2 national rating services.

**History:** Add. 1996, Act 485, Imd. Eff. Dec. 27, 1996;—Am. 2000, Act 307, Imd. Eff. Oct. 16, 2000;—Am. 2012, Act 347, Eff. Mar. 28, 2013.

### **38.1132d Definitions; N to P.**

Sec. 12d. (1) "National rating services" means Moody's investors service, inc.; Standard & Poor's ratings group; Fitch investors service inc.; Duff & Phelps credit rating corp.; or any other nationally recognized statistical rating organization as determined by the state treasurer.

(2) "Net earnings available for fixed charges" means net income after deducting operating and maintenance expenses, taxes other than federal and state income taxes, depreciation, and depletion, but excluding extraordinary expenses appearing in the regular financial statements of the system.

(3) "Obligations" means bonds, notes, collateral trust certificates, convertible bonds, debentures, equipment trust certificates, conditional sales agreements, guaranteed mortgage certificates, pass-through certificates, participation certificates, mortgages, trust deeds, general obligation bonds, revenue bonds, or other similar interest bearing instruments of debt. Obligations may be secured or unsecured and may be publicly offered or privately placed.

(4) "Party in interest" means, as it relates to a system, any of the following:

(a) An investment fiduciary, counsel, or employee of the system.

(b) A person providing services to the system.

(c) The political subdivision sponsoring the system.

(d) An organization, any of whose members are covered by the system.

(e) A spouse, ancestor, lineal descendant, or spouse of a lineal descendant of an individual described in subdivision (a) or (b).

(f) An entity controlled by an individual or organization described in subdivisions (a) to (e).

(5) "Portfolio company" means an entity in which the investment fiduciary has invested or has considered investing system assets.

(6) "Private equity" means an asset class consisting of equity or debt securities in entities that are not publicly traded, which may include, but are not limited to, investments in leveraged buyouts, venture capital, growth capital, distressed or special situations, mezzanine capital, and secondary investments in equity or debt interests.

**History:** Add. 1996, Act 485, Imd. Eff. Dec. 27, 1996;—Am. 2000, Act 307, Imd. Eff. Oct. 16, 2000;—Am. 2008, Act 425, Imd. Eff. Jan. 6, 2009.

### **38.1132e Definitions; S.**

Sec. 12e. (1) "Small business" means a corporation, partnership, sole proprietorship, or other entity which does not meet the specific requirements of investments permitted under this act.

(2) "Small business investment company" means an incorporated body or a limited partnership under section 301 of title III of the small business investment act of 1958, Public Law 85-699, 15 U.S.C. 681.

(3) "Soft dollar" means brokerage commissions that are used by the system to purchase goods or services.

(4) "Stock" means capital stock, common stock, preferred stock, American depository receipts, or any other evidence of residual ownership of a corporation.

(5) "System" means a public employee retirement system created and established by this state or any political subdivision of this state.

**History:** Add. 1996, Act 485, Imd. Eff. Dec. 27, 1996.

### **38.1132f Definitions; V.**

Sec. 12f. "Venture capital firm" means a corporation, partnership, proprietorship, or other entity, the principal business of which is or will be the making of investments in small business, either directly or indirectly by investing in entities the principal business of which is or will be the making of investments in

small businesses.

**History:** Add. 1996, Act 485, Imd. Eff. Dec. 27, 1996.

**38.1133 Investment authority; investment fiduciary; investing, reinvesting, holding in nominee form, and managing assets of system; powers and duties; costs; disclosure of fees or other compensation by investment service provider; "investment service provider" defined; prohibited acts; exceptions; requirements; debt instrument issued by foreign country.**

Sec. 13. (1) The provisions of this act shall supersede any investment authority previously granted to a system under any other law of this state.

(2) The assets of a system may be invested, reinvested, held in nominee form, and managed by an investment fiduciary subject to the terms, conditions, and limitations provided in this act. An investment fiduciary of a defined contribution plan may arrange for 1 or more investment options to be directed by the participants of the defined contribution plan. The limitations on the percentage of total assets for investments provided in this act do not apply to a defined contribution plan in which a participant directs the investment of the assets in his or her individual account, and that participant is not considered an investment fiduciary under this act.

(3) An investment fiduciary shall discharge his or her duties solely in the interest of the participants and the beneficiaries, and shall do all of the following:

(a) Act with the same care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a similar capacity and familiar with those matters would use in the conduct of a similar enterprise with similar aims.

(b) Act with due regard for the management, reputation, and stability of the issuer and the character of the particular investments being considered.

(c) Make investments for the exclusive purposes of providing benefits to participants and participants' beneficiaries, and of defraying reasonable expenses of investing the assets of the system.

(d) Give appropriate consideration to those facts and circumstances that the investment fiduciary knows or should know are relevant to the particular investment or investment course of action involved, including the role the investment or investment course of action plays in that portion of the system's investments for which the investment fiduciary has responsibility; and act accordingly. For purposes of this subsection, "appropriate consideration" includes, but is not limited to, a determination by the investment fiduciary that a particular investment or investment course of action is reasonably designed, as part of the investments of the system, to further the purposes of the system, taking into consideration the risk of loss and the opportunity for gain or other return associated with the investment or investment course of action; and consideration of the following factors as they relate to the investment or investment course of action:

(i) The diversification of the investments of the system.

(ii) The liquidity and current return of the investments of the system relative to the anticipated cash flow requirements of the system.

(iii) The projected return of the investments of the system relative to the funding objectives of the system.

(e) Give appropriate consideration to investments that would enhance the general welfare of this state and its citizens if those investments offer the safety and rate of return comparable to other investments permitted under this act and available to the investment fiduciary at the time the investment decision is made.

(f) Prepare and maintain written objectives, policies, and strategies with clearly defined accountability and responsibility for implementing and executing the system's investments.

(g) Monitor the investment of the system's assets with regard to the limitations on those investments pursuant to this act. Upon discovery that an investment causes the system to exceed a limitation prescribed in this act, the investment fiduciary shall reallocate assets in a prudent manner in order to comply with the prescribed limitation.

(h) Prepare and maintain written policies regarding ethics and professional training and education, including travel, which policies contain clearly defined accountability and reporting requirements for the system's investment fiduciaries.

(i) Publish a summary annual report that includes all of the following:

(i) The name of the system.

(ii) The names of the system's investment fiduciaries.

(iii) The names of the system's service providers.

(iv) The system's assets and liabilities and changes in net plan assets on a plan-year basis.

(v) The system's funded ratio based upon the ratio of valuation assets to actuarial accrued liabilities on a plan-year basis.

(vi) Except as otherwise provided in this subparagraph, the system's investment performance net of fees on a rolling calendar-year basis for the previous 1-, 3-, 5-, 7-, and 10-year periods. For a system for which the state treasurer is the investment fiduciary, the summary annual report shall include the system's investment performance net of fees on a rolling calendar-year and fiscal-year basis for the previous 1-, 3-, 5-, 7-, and 10-year periods.

(vii) The system's administrative and investment expenditures pursuant to standards of the governmental accounting standards board, including, but not limited to, a list of all expenditures made with soft dollars and all expenditures for professional training and education, including travel expenditures, by or on behalf of system board members that are paid by the system, if any.

(viii) The system's itemized budget containing all projected expenditures, including, but not limited to, expenditures for professional training and education, including travel expenditures, by or on behalf of system board members that are paid by the system.

(ix) The following information as provided in the system's most recent annual actuarial valuation report:

(A) The number of active members.

(B) The number of retirees and beneficiaries.

(C) The average annual retirement allowance.

(D) The total annual retirement allowances being paid.

(E) The valuation payroll.

(F) The employer's computed normal cost of benefits expressed as a percentage of valuation payroll.

(G) The employer's total contribution rate expressed as a percentage of valuation payroll.

(H) The weighted average of member contributions, if any.

(I) The actuarial assumed rate of investment return.

(J) The actuarial assumed rate of long-term wage inflation.

(K) The smoothing method utilized to determine the funding value of assets.

(L) The amortization method and period utilized for funding the system's unfunded actuarial accrued liabilities, if any.

(M) The system's actuarial cost method.

(N) Whether system membership is open or closed to specific groups of employees.

(4) An investment fiduciary who is an investment fiduciary of any of the following shall comply with the divestment from terror act, 2008 PA 234, MCL 129.291 to 129.301, in making investments under this act:

(a) The Tier 1 retirement plan available under the state employees' retirement act, 1943 PA 240, MCL 38.1 to 38.69.

(b) The Tier 1 retirement plan available under the judges retirement act of 1992, 1992 PA 234, MCL 38.2101 to 38.2670.

(c) The Michigan state police retirement system created under the state police retirement act of 1986, 1986 PA 182, MCL 38.1601 to 38.1648.

(d) The Michigan public school employees' retirement system created under the public school employees retirement act of 1979, 1980 PA 300, MCL 38.1301 to 38.1437.

(5) An investment fiduciary may use a portion of the income of the system to defray the costs of investing, managing, and protecting the assets of the system; may retain investment and all other goods and services necessary for the conduct of the affairs of the system, including investment advisors, consultants, custodians, accountants, auditors, attorneys, actuaries, investment personnel, administrators, and physicians; and may enter into contracts for and pay reasonable compensation for those services. Subject to an annual appropriation by the legislature, a deduction from the income of a state-administered system resulting from the payment of those costs shall be made.

(6) Subject to this subsection, an investment fiduciary may use a portion of the income of the system to defray the costs of professional training and education, including travel costs, of system board members, which professional training and education, including travel, are directly related to the administration, management, and operation of the system. The governing board vested with the general administration, management, and operation of the system or other decision-making body that is responsible for implementation and supervision of the system shall adopt an annual budget for professional training and education, including travel, authorized under this subsection. The budget adopted under this subsection shall reflect the number of board members, the size of the system, and the educational objectives of the system. The system's total aggregate cost for professional training and education, including travel costs, authorized under this subsection for a fiscal year shall not exceed \$150,000.00 or an amount that is equal to the total number of system board members multiplied by \$12,000.00, whichever is less. The system's total cost for professional training and education, including travel costs, authorized under this subsection for an individual system board member in a fiscal year shall not exceed \$30,000.00. Beginning January 1, 2013, the department of treasury



shall adjust the dollar amounts in this subsection by an amount determined by the state treasurer at the end of the immediately preceding calendar year to reflect the cumulative annual percentage change in the consumer price index. As used in this subsection, "consumer price index" means the most comprehensive index of consumer prices available for this state from the bureau of labor statistics of the United States department of labor.

(7) Before any investment services are provided, an investment service provider shall provide the investment fiduciary of the system with a complete written disclosure of all fees or other compensation associated with its relationship with the system. After investment services are provided to the investment fiduciary of the system, an investment service provider shall provide on an annual basis written disclosure of all fees including, but not limited to, commissions, 12b-1 and related fees, compensation paid or to be paid to third parties, and any other compensation paid by the system to the investment fiduciary of the system. As used in this subsection, "investment service provider" means any individual, third-party agent or consultant, or other entity that receives direct or indirect compensation for consulting, investment management, brokerage, or custody services related to the system's assets. Investment service provider does not include a retirement system.

(8) The system shall be a separate and distinct trust fund and the assets of the system shall be for the exclusive benefit of the participants and their beneficiaries and of defraying reasonable expenses of investing the assets of the system. With respect to a system, an investment fiduciary shall not cause the system to engage in a transaction if he or she knows or should know that the transaction is any of the following, either directly or indirectly:

(a) A sale or exchange or a leasing of any property from the system to a party in interest for less than the fair market value, or from a party in interest to the system for more than the fair market value.

(b) A lending of money or other extension of credit from the system to a party in interest without the receipt of adequate security and a reasonable rate of interest, or from a party in interest to the system with the provision of excessive security or at an unreasonably high rate of interest.

(c) A transfer to, or use by or for the benefit of, the political subdivision sponsoring the system of any assets of the system for less than adequate consideration.

(d) The furnishing of goods, services, or facilities from the system to a party in interest for less than adequate consideration, or from a party in interest to the system for more than adequate consideration.

(9) With respect to a system subject to this act, an investment fiduciary shall not do any of the following:

(a) Deal with the assets of the system in his or her own interest or for his or her own account.

(b) In his or her individual or any other capacity act in any transaction involving the system on behalf of a party whose interests are adverse to the interests of the system or the interest of its participants or participants' beneficiaries.

(c) Receive any consideration for his or her own personal account from any party dealing with the system in connection with a transaction involving the assets of the system.

(10) This section does not prohibit an investment fiduciary from doing any of the following:

(a) Receiving any benefit to which he or she may be entitled as a participant or participant's beneficiary of the system.

(b) Receiving any reimbursement of expenses properly and actually incurred in the performance of his or her duties for the system.

(c) Serving as an investment fiduciary in addition to being an officer, employee, agent, or other representative of the political subdivision sponsoring the system.

(d) Receiving agreed upon compensation for services from the system.

(11) Except for an employee of a system, this state, or the political subdivision sponsoring a system, when acting in the capacity as an investment fiduciary, an investment fiduciary who is qualified under section 12c(1)(b) shall meet 1 of the following requirements:

(a) Be a registered investment adviser under the investment advisers act of 1940, 15 USC 80b-1 to 80b-21, or the uniform securities act (2002), 2008 PA 551, MCL 451.2101 to 451.2703.

(b) Be a bank as defined under the investment advisers act of 1940, 15 USC 80b-1 to 80b-21.

(c) Be an insurance company qualified under section 16(3).

(12) An investment fiduciary shall not invest in a debt instrument issued by a foreign country that has been designated by the United States department of state as a state sponsor of terror.

**History:** Add. 1982, Act 55, Imd. Eff. Apr. 6, 1982;—Am. 1996, Act 485, Imd. Eff. Dec. 27, 1996;—Am. 2000, Act 307, Imd. Eff. Oct. 16, 2000;—Am. 2008, Act 273, Imd. Eff. Sept. 29, 2008;—Am. 2008, Act 425, Imd. Eff. Jan. 6, 2009;—Am. 2009, Act 84, Imd. Eff. Aug. 31, 2009;—Am. 2012, Act 347, Eff. Mar. 28, 2013.

### **38.1133a "MacBride principles" defined; duties of investment fiduciary; effect of unlawful**

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**principle.**

Sec. 13a. (1) As used in this section, "MacBride principles" means those requirements for companies doing business in Northern Ireland designed to do all of the following:

(a) Increase the representation of individuals from underrepresented religious groups in the work force including managerial, supervisory, administrative, clerical, and technical jobs.

(b) Provide adequate security for the protection of minority employees both at the workplace and while traveling to and from the workplace.

(c) Ban provocative religious or political emblems from the workplace.

(d) Publicly advertise all employment openings and make special recruitment efforts to attract applicants from underrepresented religious groups.

(e) Provide that layoff, recall, and termination procedures shall not in practice favor particular religious groupings.

(f) Abolish job reservations, apprenticeship restrictions, and differential employment criteria, which discriminate on the basis of religion or ethnic origin.

(g) Develop training programs that will prepare substantial numbers of current minority employees for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade, and improve the skills of minority employees.

(h) Establish procedures to assess, identify, and actively recruit minority employees with potential for further advancement.

(i) Appoint senior management staff members to oversee the efforts to comply with these principles and the implementation of timetables to achieve these principles.

(2) With respect to investments qualified under section 14 or 20k, the investment fiduciary shall use all capital stock, common stock, preferred stock, American depository receipts, or any other evidence of residual ownership of a corporation in which it has investments to support either of the following:

(a) Shareholder resolutions and initiatives proposing the adoption of the MacBride principles for companies doing business in Northern Ireland.

(b) Shareholder resolutions and initiatives proposing to recognize efforts to end employment discrimination contained in any agreement between the government of the Republic of Ireland and the government of the United Kingdom, signed on November 15, 1985, which agreement is commonly referred to as the Anglo-Irish agreement.

(3) If a provision of the MacBride principles is found to be in violation of the law of the United Kingdom by a court in the United States or the United Kingdom, then the duties of the investment fiduciary prescribed by this section shall not apply to the extent that a shareholder resolution or initiative includes the provision that has been found unlawful.

**History:** Add. 1988, Act 343, Imd. Eff. Oct. 19, 1988;—Am. 2000, Act 307, Imd. Eff. Oct. 16, 2000.

**38.1133b, 38.1133c Repealed. 1993, Act 214, Imd. Eff. Oct. 27, 1993.**

**Compiler's note:** The repealed sections pertained to encouragement or condonation of legally required discrimination; extension of deadlines for divestment of assets; developing and maintaining register of certain companies; and providing register to boards of retirement systems.

**38.1133c Definitions; effort by fiduciary to identify scrutinized companies; assembly into scrutinized companies list; update and availability of list; procedures; report; effectiveness of section; exemption of fiduciary from conflicting statutory or common law obligations; liability; affirmative exclusion from federal sanctions; severability.**

Sec. 13c. (1) As used in this section:

(a) "Active business operations" means all business operations that are not inactive business operations.

(b) "Business operations" means engaging in commerce in any form in Sudan, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

(c) "Company" means any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for profit-making purposes.

(d) "Complicit" means taking actions during any preceding 20-month period which have directly supported or promoted the genocidal campaign in Darfur, including, but not limited to, preventing Darfur's victimized population from communicating with each other, encouraging Sudanese citizens to speak out against an internationally approved security force for Darfur, actively working to deny, cover up, or alter the record on

human rights abuses in Darfur, or other similar actions.

(e) "Direct holdings" in a company means all securities of that company held directly by the fiduciary or in an account or fund in which the fiduciary owns all shares or interests.

(f) "Fiduciary" means the Michigan legislative retirement system board of trustees for the Tier 1 plan for the Michigan legislative retirement system created by the Michigan legislative retirement system act, 1957 PA 261, MCL 38.1001 to 38.1080, and the treasurer of this state for the retirement systems created under all of the following acts:

(i) The state police retirement act of 1986, 1986 PA 182, MCL 38.1601 to 38.1648.

(ii) The Tier 1 retirement plan available under the judge's retirement act of 1992, 1992 PA 234, MCL 38.2101 to 38.2670.

(iii) The Tier 1 retirement plan available under the state employees retirement act, 1943 PA 240, MCL 38.1 to 38.69.

(iv) The public school employees retirement act of 1979, 1980 PA 300, MCL 38.1301 to 38.1408.

(g) "Government of Sudan" means the government in Khartoum, Sudan, which is led by the national congress party or any successor government formed on or after October 13, 2006 and does not include the regional government of southern Sudan.

(h) "Inactive business operations" means the mere continued holding or renewal of rights to property previously operated for the purpose of generating revenues but not presently deployed for such purpose.

(i) "Indirect holdings" in a company means all securities of that company held in an account or fund, such as a mutual fund or other commingled fund, managed by 1 or more persons not employed by the fiduciary, in which the fiduciary owns shares or interests together with other investors not subject to the provisions of this act.

(j) "Marginalized populations of Sudan" includes, but is not limited to, all of the following:

(i) The portion of the population in the Darfur region that has been genocidally victimized.

(ii) The portion of the population of southern Sudan victimized by Sudan's north-south civil war.

(iii) The Beja, Rashidiya, and other similarly underserved groups of eastern Sudan.

(iv) The Nubian and other similarly underserved groups in Sudan's Abyei, Southern Blue Nile, and Nuba Mountain regions.

(v) The Amri, Hamadab, Manasir, and other similarly underserved groups of northern Sudan.

(k) "Military equipment" means weapons, arms, military supplies, and equipment that readily may be used for military purposes, including, but not limited to, radar systems or military-grade transport vehicles; or supplies or services sold or provided directly or indirectly to any force actively participating in armed conflict in Sudan.

(l) "Mineral extraction activities" includes exploring, extracting, processing, transporting, or wholesale selling or trading of elemental minerals or associated metal alloys or oxides, including gold, copper, chromium, chromite, diamonds, iron, iron ore, silver, tungsten, uranium, and zinc, as well as facilitating such activities, including by providing supplies or services in support of such activities.

(m) "Oil-related activities" includes, but is not limited to, owning rights to oil blocks; exporting, extracting, producing, refining, processing, exploring for, transporting, selling, or trading of oil; constructing, maintaining, or operating a pipeline, refinery, or other oil-field infrastructure; and facilitating such activities, including by providing supplies or services in support of such activities, provided that the mere retail sale of gasoline and related consumer products shall not be considered oil-related activities.

(n) "Power production activities" means any business operation that involves a project commissioned by the national electricity corporation of Sudan or other similar government of Sudan entity whose purpose is to facilitate power generation and delivery, including, but not limited to, establishing power-generating plants or hydroelectric dams, selling or installing components for the project, providing service contracts related to the installation or maintenance of the project, as well as facilitating such activities, including by providing supplies or services in support of such activities.

(o) "Scrutinized company" means any company, except a social development company and a company described in subsection (10) that is not complicit in the Darfur genocide, that meets the criteria in subparagraph (i), (ii), or (iii):

(i) The company has business operations that involve contracts with or provision of supplies or services to 1 or more of the following:

(A) The government of Sudan.

(B) Companies in which the government of Sudan has any direct or indirect equity share.

(C) Government of Sudan-commissioned consortia or projects.

(D) Companies involved in government of Sudan-commissioned consortia or projects and that have 1 or more of the following:

(I) More than 10% of the company's revenues or assets linked to Sudan involve oil-related activities or mineral extraction activities, less than 75% of the company's revenues or assets linked to Sudan involve contracts with or provision of oil-related or mineral extracting products or services to the regional government of southern Sudan or a project or consortium created exclusively by that regional government, and the company has failed to take substantial action.

(II) More than 10% of the company's revenues or assets linked to Sudan involve power production activities, less than 75% of the company's power production activities include projects whose intent is to provide power or electricity to the marginalized populations of Sudan, and the company has failed to take substantial action.

(ii) The company is complicit in the Darfur genocide.

(iii) The company supplies military equipment within Sudan, unless the fiduciary finds that the military equipment will not be used to facilitate offensive military actions in Sudan or the fiduciary finds that the company implements rigorous and verifiable safeguards to prevent use of that equipment by forces actively participating in armed conflict.

(p) "Social development company" means a company whose primary purpose in Sudan is to provide humanitarian goods or services, including medicine or medical equipment, agricultural supplies or infrastructure, educational opportunities, journalism-related activities, information or information materials, spiritual-related activities, services of a purely clerical or reporting nature, food, clothing, or general consumer goods that are unrelated to oil-related activities, mineral extraction activities, or power production activities.

(q) "Substantial action" means adopting, publicizing, and implementing a formal plan to cease scrutinized business operations within 1 year and to refrain from any new business operations, undertaking significant humanitarian efforts in conjunction with an international organization, the government of Sudan, the regional government of southern Sudan, or a nonprofit entity and evaluated and certified by an independent third party to be substantial in relationship to the company's Sudan business operations and of benefit to 1 or more marginalized populations of Sudan, or through engagement with the government of Sudan, materially improving conditions for the genocidally victimized population in Darfur.

(2) Within 90 days after the effective date of the amendatory act that added this section, the fiduciary shall make its best efforts to identify all scrutinized companies in which the fiduciary has direct or indirect holdings or could possibly have such holdings in the future. The efforts shall include 1 or more of the following:

(a) Reviewing and relying, as appropriate in the fiduciary's judgment, on publicly available information regarding companies with business operations in Sudan, including information provided by nonprofit organizations, research firms, international organizations, and government entities.

(b) Contacting asset managers contracted by the fiduciary that invest in companies with business operations in Sudan.

(c) Contacting other institutional investors that have divested from or engaged with companies that have business operations in Sudan.

(3) At the end of the 90-day period or by the first meeting of the fiduciary following the 90-day period described in subsection (2), the fiduciary shall assemble all scrutinized companies identified into a scrutinized companies list.

(4) The fiduciary shall update the scrutinized companies list on a quarterly basis based on evolving information from, among other sources, those sources listed in subsection (2). The fiduciary shall make the scrutinized companies list freely available to the fiduciaries of other public retirement systems located in this state if making the list available does not violate any agreements with third parties or reveal proprietary information of a third party.

(5) The fiduciary shall adhere to the following procedure for companies on the scrutinized companies list:

(a) The fiduciary shall immediately determine the companies on the scrutinized companies list in which the fiduciary oversees pursuant to its responsibilities as defined in subsection (1)(f).

(b) For each company identified in subdivision (a) with only inactive business operations, the fiduciary shall send a written notice informing the company of this section and encourage the company to continue to refrain from initiating active business operations in Sudan until it is able to avoid scrutinized business operations and further encourage the company to engage in substantial humanitarian operations in the country. The fiduciary shall continue the correspondence on a semiannual basis.

(c) For each company newly identified in subdivision (a) with active business operations, the fiduciary shall send a written notice informing the company of its scrutinized company status and that it may become subject to divestment by the fiduciary. The notice shall offer the company the opportunity to clarify its Sudan-related activities and shall encourage the company, within 90 days, to either cease its scrutinized business operations or convert such operations to inactive business operations in order to avoid qualifying for

divestment by the fiduciary.

(d) If, within 90 days following the fiduciary's first engagement with a company pursuant to subdivision (c), that company ceases scrutinized business operations, the company shall be removed from the scrutinized companies list and this section shall cease to apply to it unless it resumes scrutinized business operations. If, within 90 days following the fiduciary's first engagement, the company converts its scrutinized active business operations to inactive business operations, the company shall be subject to this section.

(e) If, after 90 days following the fiduciary's first engagement with a company pursuant to subdivision (c), the company continues to have scrutinized active business operations, and only while the company continues to have scrutinized active business operations, the fiduciary shall sell, redeem, divest, or withdraw all publicly traded securities of the company, according to the following schedule:

(i) At least 50% of the assets shall be removed from the fiduciary's assets under management within 9 months after the company's most recent appearance on the scrutinized companies list.

(ii) 100% of the assets shall be removed from the fiduciary's assets under management within 15 months after the company's most recent appearance on the scrutinized companies list.

(f) Except as provided in subdivisions (g) and (h), at no time shall the fiduciary acquire securities of companies on the scrutinized companies list that have active business operations.

(g) No company which the United States government affirmatively declares to be excluded from its present or any future federal sanctions regime relating to Sudan shall be subject to divestment or investment prohibition pursuant to subdivisions (e) and (f).

(h) Subdivisions (e) and (f) shall not apply to indirect holdings in actively managed investment funds. For purposes of this section, actively managed investment funds include private equity funds and publicly traded funds. Before the fiduciary invests in a new private equity fund that is not in the fiduciary's portfolio as of the effective date of the amendatory act that added this section, the fiduciary shall perform due diligence to prevent investment in any private equity fund where the offering memorandum or prospectus identifies the purpose of the private equity fund as investing in scrutinized companies with active business operations in Sudan. The fiduciary is not required to identify holdings in private equity funds or submit engagement letters to those funds. If the manager of a publicly traded, actively managed fund that is in the fiduciary's portfolio on the effective date of the amendatory act that added this section creates a similar publicly traded, actively managed fund with indirect holdings devoid of identified scrutinized companies with scrutinized active business operations as defined in this section, the fiduciary shall replace all applicable investments with investments in the similar fund in an expedited time frame consistent with prudent investment standards.

(6) The fiduciary shall file a publicly available report to the legislature that includes the scrutinized companies list within 30 days after the list is created. Annually thereafter, the fiduciary shall file a publicly available report to the legislature and send a copy of that report to the United States presidential special envoy to Sudan that includes all of the following:

(a) A summary of correspondence with companies engaged by the fiduciary under this section.

(b) All investments sold, redeemed, divested, or withdrawn in compliance with this section.

(c) All prohibited investments under this section.

(d) Any progress made under subsection (5)(h).

(7) This section is effective until the first occurrence of any of the following:

(a) The United States congress or the president of the United States declares that the Darfur genocide has been halted for at least 12 months.

(b) The United States revokes all sanctions imposed against the government of Sudan.

(c) The congress or president of the United States declares that the government of Sudan has honored its commitments to cease attacks on civilians, demobilize and demilitarize the Janjaweed and associated militias, grant free and unfettered access for deliveries of humanitarian assistance, and allow for the safe and voluntary return of refugees and internally displaced persons.

(d) The congress or president of the United States, through legislation or executive order, declares that mandatory divestment of the type provided for in this act interferes with the conduct of United States foreign policy.

(8) With respect to actions taken in compliance with this section, including all good faith determinations regarding companies as required by this section, the fiduciary shall be exempt from any conflicting statutory or common law obligations, including any obligations in respect to choice of asset managers, investment funds, or investments for the fiduciary's securities portfolios.

(9) The fiduciary, members of an investment advisory committee, and any person with decision-making authority with regard to investments of the fiduciary shall not be held liable for any action undertaken for the purpose of complying with or executing the mandates required under this section.

(10) Scrutinized company does not include a company that the federal government has affirmatively

excluded from federal sanctions for business the scrutinized company conducts relating to Sudan, or that has consistently obtained applicable licenses or approvals to conduct transactions with Sudan. If the fiduciary becomes aware at any time that a company that has not been affirmatively excluded from federal sanctions for business it conducts relating to Sudan and has not received from the United States government applicable licenses or approvals to conduct transactions with Sudan, that company is immediately subject to subsection (5).

(11) If any provision, section, subsection, sentence, clause, phrase, or word of this legislation or its application to any person or circumstance is found to be invalid, illegal, unenforceable, or unconstitutional, the same is hereby declared to be severable and the balance of this legislation shall remain effective and functional notwithstanding such invalidity, illegality, unenforceability, or unconstitutionality.

**History:** Add. 2008, Act 233, Imd. Eff. July 17, 2008.

**38.1133d Definitions; scrutinized companies; identification by fiduciaries; assembling scrutinized companies list; update by fiduciary; procedure; report; effectiveness of section; conditions; liability of fiduciary; scrutinized company affirmatively excluded from federal sanctions; effect; severability.**

Sec. 13d. (1) As used in this section:

(a) "Active business operations" means all business operations that are not inactive business operations.

(b) "Business operations" means engaging in commerce in any form in Iran, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

(c) "Company" means any sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for profit-making purposes.

(d) "Direct holdings" in a company means all securities of that company held directly by the fiduciary or in an account or fund in which the fiduciary owns all shares or interests.

(e) "Fiduciary" means the Michigan legislative retirement system board of trustees for the Tier 1 plan for the Michigan legislative retirement system created by the Michigan legislative retirement system act, 1957 PA 261, MCL 38.1001 to 38.1080, and the treasurer of this state for the retirement systems created under all of the following acts:

(i) The state police retirement act of 1986, 1986 PA 182, MCL 38.1601 to 38.1648.

(ii) The Tier 1 retirement plan available under the judge's retirement act of 1992, 1992 PA 234, MCL 38.2101 to 38.2670.

(iii) The Tier 1 retirement plan available under the state employees retirement act, 1943 PA 240, MCL 38.1 to 38.69.

(iv) The public school employees retirement act of 1979, 1980 PA 300, MCL 38.1301 to 38.1408.

(f) "Government of Iran" means the government of Iran, its instrumentalities, and companies owned or controlled by the government of Iran.

(g) "Inactive business operations" means the mere continued holding or renewal of rights to property previously operated for the purpose of generating revenues but not presently deployed for such purpose.

(h) "Indirect holdings" in a company means all securities of that company held in an account or fund, such as a mutual fund or other commingled fund, managed by 1 or more persons not employed by the fiduciary, in which the fiduciary owns shares or interests together with other investors not subject to the provisions of this act.

(i) "Iran" means the Islamic republic of Iran.

(j) "Military equipment" means weapons, arms, military supplies, and equipment that readily may be used for military purposes, including, but not limited to, radar systems or military-grade transport vehicles.

(k) "Mineral extraction activities" includes exploring, extracting, processing, transporting, or wholesale selling or trading of elemental minerals or associated metal alloys or oxides, including gold, copper, chromium, chromite, diamonds, iron, iron ore, silver, tungsten, uranium, and zinc, as well as facilitating such activities, including by providing supplies or services in support of such activities.

(l) "Oil-related activities" includes, but is not limited to, owning rights to oil blocks; exporting, extracting, producing, refining, processing, exploring for, transporting, selling, or trading of oil; constructing, maintaining, or operating a pipeline, refinery, or other oil-field infrastructure; and facilitating such activities, including by providing supplies or services in support of such activities, provided that the mere retail sale of gasoline and related consumer products shall not be considered oil-related activities.

(m) "Petroleum resources" means petroleum or natural gas.



(n) "Power production activities" means any business operation that involves a project commissioned by the government of Iran whose purpose is to facilitate power generation and delivery, including, but not limited to, establishing power-generating plants or hydroelectric dams, selling or installing components for the project, providing service contracts related to the installation or maintenance of the project, as well as facilitating such activities, including by providing supplies or services in support of such activities.

(o) "Scrutinized company" means any company not described in subsection (10) that has business operations that involve contracts with or provision of supplies or services to the government of Iran; companies in which the government of Iran has any direct or indirect equity share, consortiums, or projects commissioned by the government of Iran; or companies involved in consortiums and projects commissioned by the government of Iran and 1 or more of the following:

(i) More than 10% of the company's total revenues or assets are linked to Iran, and involve oil-related activities or mineral-extraction activities, and the company has failed to take substantial action.

(ii) The company has, with actual knowledge, on or after August 5, 1996, made an investment of \$20,000,000.00 or more, or any combination of investments of at least \$10,000,000.00 each, which in the aggregate equals or exceeds \$20,000,000.00 in any 12-month period, and which directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources.

(p) "Substantial action" means adopting, publicizing, and implementing a formal plan to cease scrutinized business operations within 1 year and to refrain from any new business operations.

(2) Within 90 days after the effective date of the amendatory act that added this section, the fiduciary shall make its best efforts to identify all scrutinized companies in which the fiduciary has direct or indirect holdings or could possibly have such holdings in the future. The efforts may include 1 or more of the following:

(a) Reviewing and relying, as appropriate in the fiduciary's judgment, on publicly available information regarding companies with business operations in Iran, including information provided by nonprofit organizations, research firms, international organizations, and government entities.

(b) Contacting asset managers contracted by the fiduciary that invest in companies with business operations in Iran.

(c) Contacting other institutional investors that have divested from or engaged with companies that have business operations in Iran.

(d) Reviewing the laws of the United States regarding the levels of business activity that would cause application of sanctions against companies conducting business or investing in countries that are designated state sponsors of terror.

(3) At the end of the 90-day period or by the first meeting of the fiduciary following the 90-day period described in subsection (2), the fiduciary shall assemble all scrutinized companies identified into a scrutinized companies list.

(4) The fiduciary shall update the scrutinized companies list on a quarterly basis based on evolving information from, among other sources, those sources listed in subsection (2). The fiduciary shall make the scrutinized companies list freely available to the fiduciaries of other public retirement systems located in this state if making the list available does not violate any agreements with third parties or reveal proprietary information of a third party.

(5) The fiduciary shall adhere to the following procedure for companies on the scrutinized companies list:

(a) The fiduciary shall immediately determine the companies on the scrutinized companies list in which the fiduciary oversees pursuant to its responsibilities as described in subsection (1)(e).

(b) For each company identified in subdivision (a) with only inactive business operations, not later than 60 days after the identification of the company, the fiduciary shall send a written notice informing the company of this section and encourage the company to continue to refrain from initiating active business operations in Iran until it is able to avoid scrutinized business operations. The fiduciary shall continue the correspondence on a semiannual basis.

(c) For each company newly identified in subdivision (a) with active business operations, not later than 60 days after the company is newly identified, the fiduciary shall send a written notice informing the company of its scrutinized company status and that it may become subject to divestment by the fiduciary. The notice shall offer the company the opportunity to clarify its Iran-related activities and shall encourage the company, within 90 days, to either cease its scrutinized business operations through substantial action or convert such operations to inactive business operations in order to avoid qualifying for divestment by the fiduciary.

(d) If, within 90 days following the fiduciary's first engagement with a company pursuant to subdivision (c), that company announces a plan of substantial action, the company shall be removed from the scrutinized companies list and this section shall cease to apply to it unless it fails to implement its plan of substantial action within the designated time frame. If, within 90 days following the fiduciary's first engagement, the company converts its active business operations to inactive business operations, the company shall be subject

to this section.

(e) If, after 90 days following the fiduciary's first engagement with a company pursuant to subdivision (c), the company continues to have active business operations, and only while the company continues to have active business operations, the fiduciary shall sell, redeem, divest, or withdraw all publicly traded securities of the company, according to the following schedule:

(i) At least 50% of the assets shall be removed from the fiduciary's assets under management within 9 months after the company's most recent appearance on the scrutinized companies list.

(ii) 100% of the assets shall be removed from the fiduciary's assets under management within 15 months after the company's most recent appearance on the scrutinized companies list.

(f) Except as provided in subdivisions (g) and (h), at no time shall the fiduciary acquire securities of companies on the scrutinized companies list that have active business operations.

(g) No company which the United States government affirmatively declares to be excluded from its present or any future federal sanctions regime relating to Iran shall be subject to divestment or investment prohibition pursuant to subdivisions (e) and (f).

(h) Subdivisions (e) and (f) shall not apply to indirect holdings in actively managed investment funds. For purposes of this section, actively managed investment funds include private equity funds and publicly traded funds. Before the fiduciary invests in a new private equity fund or publicly traded fund that is not in the fiduciary's portfolio as of the effective date of the amendatory act that added this section, the fiduciary shall perform due diligence to prevent investment in any private equity fund or publicly traded fund where the offering memorandum or prospectus identifies a purpose of the private equity fund or publicly traded fund as investing in scrutinized companies with active business operations in Iran. The fiduciary is not required to identify holdings in private equity funds or submit engagement letters to those funds. If the manager of a publicly traded, actively managed fund that is in the fiduciary's portfolio on the effective date of the amendatory act that added this section creates a similar publicly traded, actively managed fund with indirect holdings devoid of identified scrutinized companies with scrutinized active business operations as defined in this section, the fiduciary shall replace all applicable investments with investments in the similar fund in an expedited time frame consistent with prudent investment standards.

(6) The fiduciary shall file a publicly available report to the legislature that includes the scrutinized companies list within 30 days after the list is created. Annually thereafter, the fiduciary shall file a publicly available report to the legislature that includes all of the following:

(a) A summary of correspondence with companies engaged by the fiduciary under this section.

(b) All investments sold, redeemed, divested, or withdrawn in compliance with this section.

(c) All prohibited investments under this section.

(d) Any progress made under subsection (5)(h).

(7) This section is no longer effective upon the occurrence of 1 or more of the following:

(a) The congress or president of the United States affirmatively and unambiguously states, through legislation, executive order, or written certification from the president to congress, that the government of Iran has ceased to acquire weapons of mass destruction and support international terrorism.

(b) The United States revokes all sanctions imposed against the government of Iran.

(c) The congress or president of the United States affirmatively and unambiguously states, through legislation, executive order, or written certification from the president to congress, that mandatory divestment of the type provided for in this section interferes with the conduct of United States foreign policy.

(8) With respect to actions taken in compliance with this section, including all good faith determinations regarding companies as required by this section, the fiduciary shall be exempt from any conflicting statutory or common law obligations, including any obligations in respect to choice of asset managers, investment funds, or investments for the fiduciary's securities portfolios.

(9) The fiduciary, members of an investment advisory committee, and any person with decision-making authority with regard to investments of the fiduciary shall not be held liable for any action undertaken for the purpose of complying with or executing the mandates required under this section.

(10) Scrutinized company does not include a company that the federal government has affirmatively excluded from federal sanctions for business the scrutinized company conducts relating to Iran, or that has consistently obtained applicable licenses or approvals to conduct transactions with Iran. If the fiduciary becomes aware at any time that a company that has not been affirmatively excluded from federal sanctions for business it conducts relating to Iran and has not received from the United States government applicable licenses or approvals to conduct transactions with Iran, that company is immediately subject to subsection (5).

(11) If any provision, section, subsection, sentence, clause, phrase, or word of this legislation or its application to any person or circumstance is found to be invalid, illegal, unenforceable, or unconstitutional, the same is hereby declared to be severable and the balance of this legislation shall remain effective and

functional notwithstanding such invalidity, illegality, unenforceability, or unconstitutionality.

**History:** Add. 2008, Act 232, Imd. Eff. July 17, 2008.

**38.1133e Prohibited conduct by investment fiduciary, service provider, or covered associate of service provider; exceptions; definitions.**

Sec. 13e. (1) An investment fiduciary shall not make a payment from the assets of a system to a service provider if the service provider or a covered associate of the service provider has made a contribution to an official of a governmental entity during the immediately preceding 24-calendar-month period, which period does not include any calendar month before the effective date of this section. An investment fiduciary, a service provider, or a covered associate of a service provider shall not do anything indirectly that, if done directly, would violate this subsection. This subsection does not apply under any of the following circumstances:

(a) The contribution was made by a service provider or covered associate of the service provider to an official of a governmental entity for whom the service provider or covered associate of the service provider was entitled to vote at the time of the contribution and the contributions by the service provider or covered associate of the service provider to that official in the aggregate do not exceed \$350.00 per election.

(b) The contribution was made by a service provider or covered associate of the service provider to an official of a governmental entity for whom the service provider or covered associate of the service provider was not entitled to vote at the time of the contribution and the contributions by the service provider or covered associate of the service provider to that official in the aggregate do not exceed \$150.00 per election.

(c) The contribution was made to an official of a governmental entity by an individual more than 6 months before he or she became a covered associate of the service provider.

(d) The contribution was made to an official of a governmental entity by a covered associate of the service provider and all of the following requirements are met:

(i) The service provider discovers the contribution that violates this subsection on or before the expiration of 4 months after the contribution was made.

(ii) The contribution that violates this subsection was for \$350.00 or less.

(iii) The covered associate of the service provider obtains the return of the contribution that violates this subsection on or before the expiration of 60 calendar days after the date of the discovery of the contribution under subparagraph (i).

(2) As used in this section:

(a) "Contribution" means a payment made under any of the following circumstances:

(i) For the purpose of influencing an election for federal, state, or local office.

(ii) For a debt incurred in connection with an election for federal, state, or local office.

(iii) For transition or inaugural expenses of a successful candidate for federal, state, or local office.

(iv) To a legal defense fund established by or on behalf of an official of a governmental entity.

(b) "Covered associate of the service provider" means any of the following:

(i) A general partner, managing member, agent, or officer of the service provider or any other individual with a similar status or function for the service provider.

(ii) An employee of the service provider who solicits a governmental entity on behalf of the service provider and any individual employed by the service provider who directly or indirectly supervises that employee.

(iii) A political action committee controlled by the service provider or by any individual described in subparagraph (i) or (ii). As used in this subparagraph, "political action committee" means a political committee or an independent committee as those terms are defined in the Michigan campaign finance act, 1976 PA 388, MCL 169.201 to 169.282.

(c) "Governmental entity" means this state or a political subdivision of this state. Governmental entity includes a system and an agency, authority, or instrumentality of this state or of a political subdivision of this state.

(d) "Official of a governmental entity" means an individual who, at the time of the contribution, was an incumbent, candidate, or successful candidate for an elective office in a governmental entity if the office meets any of the following requirements:

(i) Is directly or indirectly responsible for or can influence the outcome of the hiring of a service provider by a system sponsored by the governmental entity.

(ii) Has the authority to appoint an individual who is directly or indirectly responsible for or can influence the outcome of the hiring of a service provider by a system sponsored by the governmental entity.

(e) "Payment" means a gift, subscription, loan, advance, or deposit of money or anything of value.

(f) "Regulated investment adviser" means an investment adviser or covered associate of an investment



adviser that is regulated under the investment advisers act of 1940, 15 USC 80b-1 to 80b-21.

(g) "Service provider" means a person retained to provide services to a system and includes investment advisers, consultants, custodians, accountants, auditors, attorneys, actuaries, administrators, and physicians. Service provider includes an investment service provider as defined in section 13(7). Service provider does not include a regulated investment adviser.

**History:** Add. 2012, Act 347, Eff. Mar. 28, 2013.

### **38.1133f Breach of public trust by investment fiduciary or service provider; "service provider" defined.**

Sec. 13f. (1) An investment fiduciary or a service provider who is convicted of or who enters a nolo contendere plea accepted by a court for a felony or misdemeanor arising out of his or her service to a system is considered to have breached the public trust and shall reimburse the system for all costs, including legal defense fees, that were paid by the system. The system shall use reasonable efforts to collect any fees and costs recoverable under this subsection.

(2) As used in this section, "service provider" means that term as defined in section 13e.

**History:** Add. 2012, Act 347, Eff. Mar. 28, 2013.

### **38.1134 Investment in stock or global security.**

Sec. 14. (1) An investment fiduciary shall not invest more than 70% of a system's assets in stock or the type of global security described in section 12b(4)(b). An investment fiduciary shall not invest in more than 5% of the outstanding stock of any 1 corporation, or invest more than 5% of a system's assets in the stock of any 1 corporation, unless otherwise provided in this act.

(2) An investment fiduciary may invest in stock or global securities under subsection (1) if it meets 1 of the following requirements:

(a) Is registered on a national securities exchange regulated under title I of the securities exchange act of 1934, 15 USC 78a to 78pp, or on an industry-recognized exchange outside the United States.

(b) Is on the national association of securities dealers automated quotation system or a successor to this system or is on an industry-recognized system outside the United States.

(c) Is issued pursuant to rule 144a under the securities act of 1933, 17 CFR 230.144a.

(3) Notwithstanding subsection (2), an investment fiduciary may designate an American depository receipt or the type of global security described in section 12b(4)(b) that satisfies the requirements of subsection (2) as an investment qualified under this section or as an investment in global securities qualified under section 20k.

**History:** Add. 1982, Act 55, Imd. Eff. Apr. 6, 1982;—Am. 1996, Act 485, Imd. Eff. Dec. 27, 1996;—Am. 2000, Act 307, Imd. Eff. Oct. 16, 2000;—Am. 2012, Act 347, Eff. Mar. 28, 2013.

### **38.1135 Investment in investment companies.**

Sec. 15. An investment fiduciary may invest in investment companies registered under the investment company act of 1940, 15 USC 80a-1 to 80a-64. The management company of the investment company shall have been in operation for at least 5 years and shall have assets under management of more than \$500,000,000.00. An investment company may be established as a limited partnership, corporation, limited liability company, trust, or other organizational entity for which the liability of an investor does not exceed the amount of the investment under the laws of the United States or the applicable laws of the state, district, territory, or foreign country under which the investment company was established. An investment in an investment company shall be considered an investment in the underlying assets for all purposes under this act.

**History:** Add. 1982, Act 55, Imd. Eff. Apr. 6, 1982;—Am. 1996, Act 485, Imd. Eff. Dec. 27, 1996;—Am. 2012, Act 347, Eff. Mar. 28, 2013.

### **38.1136 Investment in annuity investment contracts or participations in separate accounts of life insurance company; investment in general account of life insurer; requirements.**

Sec. 16. (1) An investment fiduciary may invest in annuity investment contracts or participations in separate real estate, mortgage, bond, stock, or other special investment accounts of a life insurance company authorized to do business in this state. An investment in such a separate account shall be considered an investment in stock under section 14 only to the extent that the separate account's assets include stock, and then only for the purpose of determining the 70% maximum investment limit under section 14. An investment in such a separate account shall also be considered an investment in real or personal property under section 19(1), but only to the extent that the separate account's assets include real or personal property, and then only for the purpose of determining the 5% maximum investment limit under section 19(1).

(2) An investment fiduciary may invest in the general account of a life insurer authorized to do business in

this state under the insurance code of 1956, 1956 PA 218, MCL 500.100 to 500.8302, but the total amount of assets of any 1 system invested in any 1 insurer shall not exceed 50% of the capital and surplus of the insurer.

(3) A life insurance company under this section shall have been in operation for at least 5 years and have assets under management of more than \$500,000,000.00. The insurance company shall have a claims-paying ability rating no less than single A according to A.M. Best & company or AA- according to Duff & Phelps credit rating corp., and an overall company financial strength rating no less than Aa3 according to Moody's investors service, inc. or AA- according to Standard & Poor's ratings group.

**History:** Add. 1982, Act 55, Imd. Eff. Apr. 6, 1982;—Am. 1996, Act 485, Imd. Eff. Dec. 27, 1996;—Am. 2000, Act 307, Imd. Eff. Oct. 16, 2000.

### **38.1137 Other authorized investments; prohibited investments.**

Sec. 17. (1) An investment fiduciary may invest in any of the following:

(a) Obligations issued, assumed, or guaranteed by a solvent entity created or existing under the laws of the United States or of any state, district, or territory of the United States, which are not in default as to principal or interest, including, but not limited to, the following:

(i) Obligations secured by the mortgage of real property or the pledge of adequate collateral if, during any 3, including 1 of the last 2, of the 5 fiscal years immediately preceding the time of investment, the net earnings of the issuing, assuming, or guaranteeing entity available for fixed charges, as determined in accordance with standard accounting practice, shall have been not less than the total of its fixed charges for the year on an overall basis, nor less than 1-1/2 times its fixed charges for the year on a priority basis after excluding interest requirements on obligations subordinate to the issue as to security.

(ii) Equipment trust certificates of railroad companies organized under the laws of any state of the United States or of Canada or any of its provinces, payable within 20 years from their date of issue, in annual or semiannual installments, beginning not later than the fifth year after the date of issue, which certificates are a first lien on the specific equipment pledged as security for the payment of the certificates, and which certificates are either the direct obligations of the railroad companies or are guaranteed by the railroad companies, or are executed by trustees holding title to the equipment.

(iii) Obligations other than those described in subparagraphs (i) and (ii) and in section 12c(3). The aggregate investments made under this subparagraph shall not exceed 15% of the system's total assets.

(b) Obligations secured by a security interest in real or personal property and a lease obligation given by a solvent entity whose obligations would be qualified investments under the provisions of this act, if the investment does not exceed 100% of the appraised value of the property subject to the lease, and if all of the following requirements are met:

(i) The lease has an unexpired term equal to or exceeding the remaining term of the investment.

(ii) The lease is noncancelable unless the lessee first pays the sum of all unpaid rents due or to become due during the remaining lease term.

(iii) The lease provides for net rental payments equal to or exceeding the periodic payments on the investment.

(iv) The lease provides that the net rental payments are to be made without abatement or offset during the full term of the lease.

(v) The lease and the lease payments are assigned to the system, an agent of the system, or an independent trustee.

(c) Obligations issued, assumed, or guaranteed by the United States, its agencies, or United States government-sponsored enterprises.

(d) Obligations of a possession, territory, or public instrumentality of the United States, or of any state, city, county, township, village, school district, authority, or any other governmental unit having the power to levy taxes, or in obligations of other similar political units of the United States. These investments shall be of investment grade. These investments shall not be permitted if in the 3 preceding years the governmental unit has failed to pay its debt or any part of its debt or the interest on the debt. The aggregate investments made under this subdivision shall not exceed 5% of the system's total assets.

(e) Banker's acceptances, commercial accounts, certificates of deposit, or depository receipts issued by a bank, trust company, savings and loan association, or a credit union.

(f) Commercial paper rated at the time of purchase within the 2 highest classifications established by not less than 2 national rating services, and which matures within 270 days after the date of issue.

(g) Repurchase agreements for the purchase of securities issued by the United States government or its agencies and executed by a bank or trust company or by members of the association of primary dealers or other recognized dealers in United States government securities.

(h) Reverse repurchase agreements for the sale of securities issued by the United States government or its

agencies and executed with a bank or trust company or with members of the association of primary dealers or other recognized dealers in United States government securities.

(i) Any investment otherwise permitted by this section in which the interest rate varies from time to time. Notwithstanding a provision of any other act to the contrary, a loan shall not be considered to be in violation of the usury statutes of this state by virtue of the fact that the loan is made on a variable interest rate basis.

(j) Obligations secured by any of the obligations described in subdivision (a) or (c).

(k) Dollar denominated obligations issued in the United States by foreign governments, supranationals, banks, or corporations. These investments shall be of investment grade.

(2) Except as otherwise provided in this act and except for obligations described in subsection (1)(c), an investment fiduciary shall not do any of the following:

(a) Invest in more than 5% of the outstanding obligations of any 1 issuer.

(b) Invest more than 5% of a system's assets in the obligations of any 1 issuer.

**History:** Add. 1982, Act 55, Imd. Eff. Apr. 6, 1982;—Am. 1996, Act 485, Imd. Eff. Dec. 27, 1996;—Am. 2000, Act 307, Imd. Eff. Oct. 16, 2000;—Am. 2012, Act 347, Eff. Mar. 28, 2013.

### **38.1138 Investment in real estate or mortgages on certain leased real property.**

Sec. 18. An investment fiduciary may invest in real estate or mortgages on real property leased or to be leased to the United States government, or to a state, territory, agency, authority, or public instrumentality of the United States, if the investment does not exceed 100% of the appraised value of the property subject to the mortgage and if all of the following requirements are met:

(a) The lease has an unexpired term exclusive of optional renewal terms equal to or greater than the remaining term of the investment.

(b) The lease provides for net rental payments equal to or greater than the periodic payments on the investment.

(c) The lease and the lease payments are assigned to the system.

**History:** Add. 1982, Act 55, Imd. Eff. Apr. 6, 1982.

### **38.1139 Investment in real estate investment trust or real or personal property.**

Sec. 19. (1) An investment fiduciary may invest up to 10% of a system's assets in publicly or privately issued real estate investment trusts or in real or personal property otherwise qualified pursuant to section 15, 16, or 20c.

(2) In addition to investments authorized under subsection (1), an investment fiduciary of a system having assets of more than \$100,000,000.00 may do any of the following:

(a) Invest in, buy, sell, hold, improve, lease, or acquire by foreclosure or an agreement in lieu of foreclosure, real or personal property or an interest in real or personal property.

(b) Develop, maintain, operate, or lease the real or personal property referred to in subdivision (a).

(c) Form or invest in 1 or more limited partnerships, corporations, limited liability companies, trusts, or other organizational entities for which liability of an investor cannot exceed the amount of the investment under the laws of the United States or of any state, district, or territory of the United States or foreign country. The limited partnership, corporation, limited liability company, trust, or other organizational entity may invest in, buy, sell, hold, develop, improve, lease, or operate real or personal property, or originate a mortgage or invest in an annuity separate account that invests in real or personal property to hold title to, improve, lease, manage, develop, maintain, or operate real or personal property whether currently held or acquired after December 27, 1996. An entity formed under this subdivision has the right to exercise all powers granted to the entity by the laws of the jurisdiction of formation, including, but not limited to, the power to borrow money in order to provide additional capital to benefit and increase the overall return on the investment held by the entity.

(d) Invest in investments otherwise qualified pursuant to subsection (1).

(3) Except as otherwise provided in this section, the aggregate investments made under subsection (2) shall not exceed 10% of the assets of the system. The purchase price of an investment made under this section shall not exceed the appraised value of the real or personal property.

(4) If the investment fiduciary of a system is the state treasurer, investments described in subsection (1) or (2) may exceed 10% of the assets of the system.

(5) An investment qualified under this section in which the underlying asset is an interest in real or personal property constitutes an investment under this section for the purpose of meeting the asset limitations contained in this act. This subsection applies even though the investment may be qualified elsewhere in this act. Notwithstanding this subsection, an investment fiduciary may designate a real estate investment trust which satisfies the requirements of section 14(2) as an investment qualified under this section or as an

investment in stock under section 14.

**History:** Add. 1982, Act 55, Imd. Eff. Apr. 6, 1982;—Am. 1996, Act 485, Imd. Eff. Dec. 27, 1996;—Am. 2000, Act 307, Imd. Eff. Oct. 16, 2000;—Am. 2008, Act 425, Imd. Eff. Jan. 6, 2009;—Am. 2012, Act 347, Eff. Mar. 28, 2013.

**38.1139a State treasurer as investment fiduciary; investments in private equity; limitation; investment fiduciary not state treasurer; limitation.**

Sec. 19a. (1) If the investment fiduciary is the state treasurer, investments in private equity shall not be more than 30% of the system's total assets. If the investment fiduciary is not the state treasurer and the system has assets of \$1,000,000,000.00 or more, investments in private equity shall not be more than 10% of the system's total assets. An investment fiduciary described in this subsection may invest not more than an additional 5% of the system's assets in Michigan private equity only.

(2) An investment fiduciary of a system that has assets of \$250,000,000.00 or more but less than \$1,000,000,000.00 shall not invest more than 5% of the system's assets in Michigan private equity. An investment fiduciary may otherwise invest in private equity under section 20d.

**History:** Add. 2008, Act 425, Imd. Eff. Jan. 6, 2009;—Am. 2012, Act 347, Eff. Mar. 28, 2013.

**38.1140 Investment in secured loans; real property not considered encumbered; investment in part of obligation or participation interest in loan or group of loans; investment in real estate loan; investment in loan or loans or certificate of participation secured by loan or loans made on single family residential property; investment in certificates representing interest in mortgages or group of mortgages; limitations and restrictions; investment in second mortgage; investment with variable interest rate.**

Sec. 20. (1) An investment fiduciary may invest in loans secured by any of the following:

(a) First liens upon improved or income bearing real property, including but not limited to improved agricultural land, and improved business, industrial, and residential properties.

(b) First mortgages or deeds of trust on leasehold estates having an unexpired term equivalent to the term of the mortgage, inclusive of the term or terms that may be provided by enforceable options of renewal.

(c) First mortgages on unimproved real property, at least 60% of which real property is under contract of sale and that contract or contracts are pledged as additional collateral.

(2) Investments made in loans described in subsection (1) shall not exceed 80% of the appraised value of the real property at the time of the loan and shall not have a term longer than 35 years, except under the following conditions:

(a) A loan on improved land with permanent buildings used for agriculture shall be repayable by annual or more frequent installment payments sufficient to amortize 40% or more of the principal of the loan within a period of not more than 10 years.

(b) A loan on single family residential property shall be repayable by installment payments sufficient to amortize the entire principal of the loan within a period of not more than 30 years.

(3) Real property shall not be considered to be encumbered within the meaning of this section if the real property is subject to lease in whole or in part and under the terms of the lease rents or profits are reserved to the owner.

(4) An investment fiduciary may invest in a part of an obligation or a participation interest in a loan or a group of loans if the investment of each participant is not less than \$50,000.00 at the time of investment, and if the entire indebtedness of which participation is a part would qualify under the provisions of this section.

(5) An investment fiduciary shall not invest in a real estate loan unless the investment fiduciary has reviewed a written appraisal of the real estate securing the loan.

(6) An investment fiduciary may invest in a loan or loans or certificates of participation secured by a loan or loans made on single family residential property in an amount not to exceed 95% of the appraised value, at the time of the loan, of the real estate offered as security, if the loan is secured by a mortgage, deed of trust, or other instrument under the terms of which the installment payments are sufficient to amortize the entire principal of the loan within a period of not more than 30 years, and the loan is insured by a private mortgage insurer licensed to do business in this state and approved by the federal home loan mortgage corporation and the federal national mortgage association.

(7) An investment fiduciary may invest in certificates representing an interest in a mortgage or group of mortgages if the certificates are insured or guaranteed by a private mortgage insurance company or the United States government or an agency or instrumentality of the United States government.

(8) The limitations and restrictions of subsections (1) to (7) shall not apply to loans that are made pursuant to the servicemen's readjustment act of 1944, chapter 268, 58 Stat. 284, insured under the provisions of the

national housing act, chapter 847, 48 Stat. 1246, by the federal housing administration, nor to real estate loans which are guaranteed as to principal by the United States government or an agency or an instrumentality of the United States government.

(9) Notwithstanding subsection (1), an investment fiduciary may invest in a second mortgage if all of the following requirements are met:

(a) The total of the balance owing on the first mortgage and the amount of the second mortgage do not exceed 80% of the appraised value of the real property at the time of the second mortgage.

(b) The second mortgage does not have a term longer than 30 years.

(c) The investment fiduciary has the absolute right to pay the underlying first mortgage in part or in full at any time.

(d) The investment fiduciary assumes no liability for payment of the underlying first mortgage.

(10) An investment fiduciary may invest in any investment otherwise permitted by this section in which the interest rate varies from time to time. A loan shall not be considered to be in violation of the usury statutes of this state by virtue of the fact that the loan is made on a variable interest rate basis.

**History:** Add. 1982, Act 55, Imd. Eff. Apr. 6, 1982;—Am. 1996, Act 485, Imd. Eff. Dec. 27, 1996.

### **38.1140a Investment in debt, warrant, or equity interest in small business, small business investment company, or venture capital firm; creation of small business investment companies or venture capital firms to invest in small businesses; limitation.**

Sec. 20a. (1) Except as provided in subsection (2), an investment fiduciary of a system having assets of more than \$250,000,000.00 may invest not more than 2% of a system's assets in a debt, warrant, or equity interest in a small business having more than 1/2 of the small business's assets or employees within this state, or in a debt, warrant, or equity interest in a small business investment company or venture capital firm having its principal office or more than 1/2 of its assets within this state, or the system may create, own, hold, buy, sell, operate, manage, and direct 1 or more small business investment companies or venture capital firms designed to invest in small businesses having more than 1/2 of their assets or employees within this state. An investment fiduciary may also join with a group composed of other public employee retirement systems, pension systems subject to the employee retirement income security act of 1974, Public Law 93-406, 88 Stat. 829, financial institutions, corporations, or governmental agencies or instrumentalities to accomplish the purposes of this section. An investment in stock under this section shall be considered an investment in stock under section 14 only for the purpose of determining the 70% maximum investment limitation contained in section 14.

(2) If the investment fiduciary of a system is the state treasurer, investments described in subsection (1) may exceed 2% of the assets of the system, but shall not exceed 5% of the assets of the system.

**History:** Add. 1982, Act 55, Imd. Eff. Apr. 6, 1982;—Am. 1996, Act 485, Imd. Eff. Dec. 27, 1996;—Am. 2000, Act 307, Imd. Eff. Oct. 16, 2000.

### **38.1140b Deposits by investment fiduciary.**

Sec. 20b. An investment fiduciary may make interest bearing deposits with the treasurer of the political subdivision sponsoring the system or with the state treasurer, either of whom may then manage and invest the deposits in a collective investment fund, common trust fund, or pooled fund that is established and maintained for investment of those assets by the treasurer of the political subdivision sponsoring the system or by the state treasurer in accordance with this act.

**History:** Add. 1982, Act 55, Imd. Eff. Apr. 6, 1982;—Am. 1996, Act 485, Imd. Eff. Dec. 27, 1996.

### **38.1140c Financial institution, trust company, or management company retained as investment fiduciary; investment of system assets in collective investment fund, common trust fund, or pooled fund established and maintained by financial institution or management company; "financial institution" defined.**

Sec. 20c. (1) A financial institution, a trust company, a management company qualified under section 15, or any affiliate of a person described in this section if that affiliate qualifies as an investment fiduciary under section 13(11), retained to act as an investment fiduciary may invest the assets of a system in any collective investment fund, common trust fund, or pooled fund that is established and maintained for investment of those assets under federal or state statutes or rules or regulations or an applicable foreign law. The investment fiduciary of the collective investment fund, common trust fund, or pooled fund shall be a financial institution, a trust company, a management company qualified under section 13(11)(a), or an affiliate of 1 of these entities if that affiliate qualifies as an investment fiduciary under section 13(11)(a). The collective investment fund, common trust fund, or pooled fund may be established as a limited partnership, corporation, limited



liability company, trust, or other organizational entity for which liability of any investor does not exceed the amount of the investment under the laws of the United States or the laws of the state, district, territory, or foreign country that applied to the organization of the collective investment fund, common trust fund, or pooled fund. A pool in which the state treasurer has administrative or investment authority and the investment pools of the municipal employees retirement system and retirement board created under the municipal employees retirement act of 1984, 1984 PA 427, MCL 38.1501 to 38.1555, are not pooled funds for purposes of this section. An investment in a collective investment fund, common trust fund, or pooled fund is considered an investment in the underlying assets of that fund for all purposes under this act.

(2) As used in this section, "financial institution" means a state or nationally chartered bank or a state or federally chartered savings and loan association, savings bank, or credit union whose deposits are insured by an agency of the United States government and that maintains a principal office or branch office located in this state under the laws of this state or the United States.

**History:** Add. 1982, Act 55, Imd. Eff. Apr. 6, 1982;—Am. 1996, Act 485, Imd. Eff. Dec. 27, 1996;—Am. 1997, Act 42, Imd. Eff. June 30, 1997;—Am. 2000, Act 307, Imd. Eff. Oct. 16, 2000;—Am. 2012, Act 347, Eff. Mar. 28, 2013.

### **38.1140d Investments not qualified under act.**

Sec. 20d. (1) An investment fiduciary of a system having assets of less than \$250,000,000.00 may invest not more than 15% of the system's assets in investments not otherwise qualified under this act, except as qualified in section 19a, whether the investments are similar or dissimilar to those specified in this act.

(2) An investment fiduciary of a system having assets of \$250,000,000.00 or more but less than \$1,000,000,000.00 may invest not more than 20% of the system's assets in investments described in subsection (1).

(3) An investment fiduciary of a system having assets of \$1,000,000,000.00 or more may invest not more than 25% of the system's assets in investments described in subsection (1).

(4) An investment fiduciary of a system who is the state treasurer may invest not more than 30% of the system's assets in investments described in subsection (1).

(5) If an investment described in subsection (1) is subsequently determined to be permitted under another section of this act, then the investment shall no longer be included under this section.

(6) This section shall not be used to exceed a percentage of total assets limitation for an investment provided in any other section of this act.

**History:** Add. 1982, Act 55, Imd. Eff. Apr. 6, 1982;—Am. 1996, Act 485, Imd. Eff. Dec. 27, 1996;—Am. 2000, Act 307, Imd. Eff. Oct. 16, 2000;—Am. 2008, Act 425, Imd. Eff. Jan. 6, 2009;—Am. 2012, Act 347, Eff. Mar. 28, 2013.

### **38.1140e Loan of securities by investment fiduciary.**

Sec. 20e. (1) An investment fiduciary may loan bonds, stocks, or other securities if at the time the loan is executed, at least 102% of the full market value of the security loaned is secured by collateral of cash to be invested in 1 or more of the following:

(a) Securities graded in the top 4 major grades as determined by at least 1 national rating service, but not graded below the top 4 grades as determined by any of the national rating services, or determined by the investment fiduciary to be of comparable quality in the case of unrated securities.

(b) Repurchase agreements collateralized by securities graded in the top 4 major grades as determined by at least 1 national rating service, but not graded below the top 4 grades as determined by any of the national rating services, or determined by the investment fiduciary to be of comparable quality in the case of unrated securities.

(c) Irrevocable bank letters of credit.

(d) Securities issued or guaranteed by the United States government or an agency of the United States government.

(2) At all times during the term of a loan under subsection (1), the collateral shall be equal to not less than 100% of the full market value of the security loaned.

**History:** Add. 1982, Act 55, Imd. Eff. Apr. 6, 1982;—Am. 1996, Act 485, Imd. Eff. Dec. 27, 1996;—Am. 2000, Act 307, Imd. Eff. Oct. 16, 2000.

### **38.1140f Transferring and holding securities.**

Sec. 20f. An investment fiduciary may use 1 or more nominees to facilitate transfer of a system's securities and may hold the securities in safekeeping with the federal reserve system, a clearing corporation, or a custodian bank which is a member of the federal reserve system.

**History:** Add. 1982, Act 55, Imd. Eff. Apr. 6, 1982.

### **38.1140g Investment in securities exempt from taxes.**

Sec. 20g. Notwithstanding any other provision of this act, investment in securities wholly or partially exempt from income or other taxes levied by the United States shall be made only at taxable-equivalent yields or returns available in the marketplace on otherwise comparable securities at the time the investment decision is made.

**History:** Add. 1982, Act 55, Imd. Eff. Apr. 6, 1982.

### **38.1140h Applicable law; retention of financial records; "financial records" defined; disclosure of certain information; actuarial valuation; supplemental actuarial analysis; "proposed pension benefit change" defined; availability of summary annual report.**

Sec. 20h. (1) In addition to the provisions of this act, a system is subject to the applicable accounting, auditing, and reporting requirements contained in the following acts and parts of acts:

(a) 1919 PA 71, MCL 21.41 to 21.55.

(b) The uniform budgeting and accounting act, 1968 PA 2, MCL 141.421 to 141.440a.

(c) Section 91 of the executive organization act of 1965, 1965 PA 380, MCL 16.191.

(2) A system shall retain its financial records for a minimum period of 6 years from the date of the creation of the record unless state or federal law requires a longer retention period. As used in this subsection, "financial records" includes, but is not limited to, records pertaining to expenditures for professional training and education, including travel expenditures, by or on behalf of system board members that are paid by the system.

(3) Except as otherwise provided in this subsection, information regarding the calculation of actual or estimated retirement benefits for members of the system is exempt from disclosure by the system or the political subdivision sponsoring the system pursuant to section 13(1)(d) of the freedom of information act, 1976 PA 442, MCL 15.243. Upon a majority vote of the governing body of the political subdivision sponsoring the system, the system shall provide the designated representative of the political subdivision with a reasonable opportunity to inspect, copy, or receive copies of all information regarding the calculation of actual or estimated retirement benefits for members of the system. The system may require that information provided by the system under this subsection be provided only upon a promise of confidentiality by the political subdivision sponsoring the system. A system may make reasonable rules to ensure the confidentiality of records exempt from disclosure under applicable state and federal law. The system may charge a fee under this subsection in accordance with section 4 of the freedom of information act, 1976 PA 442, MCL 15.234. All fees and expenses incurred by the political subdivision sponsoring the system that are related to this subsection shall be borne by the political subdivision and shall not be deducted from or offset against the political subdivision's required pension contributions to the system.

(4) Except as otherwise provided in this subsection, a system shall have an annual actuarial valuation with assets valued on a market-related basis. The actuarial present value of total projected benefits shall include all pension benefits to be provided by the system to members or beneficiaries pursuant to the terms of the system and any additional statutory or contractual agreements to provide pension benefits through the system that are in force at the actuarial valuation date, including, but not limited to, service credits purchased by members, deferred retirement option plans, early retirement programs, and postretirement adjustment programs. A system that has assets of less than \$20,000,000.00 is only required to have an actuarial valuation as required under this subsection done every other year.

(5) A system shall provide a supplemental actuarial analysis before adoption of pension benefit changes. System assets shall not be used for any actuarial expenses related to the supplemental actuarial analysis under this subsection. The supplemental actuarial analysis shall be provided by the system's actuary and shall include an analysis of the long-term costs associated with any proposed pension benefit change. The supplemental actuarial analysis shall be provided to the board of the particular system and to the decision-making body that will approve the proposed pension benefit change at least 7 days before the proposed pension benefit change is adopted. For purposes of this subsection, "proposed pension benefit change" means a proposal to change the amount of pension benefits received by persons entitled to pension benefits under the system. Proposed pension benefit change does not include a proposed change to a health care plan or health benefits.

(6) The system shall make the summary annual report created under section 13 available to the plan participants and beneficiaries and the citizens of the political subdivision sponsoring the system. If the system has a website, the system shall publish the summary annual report on the website. If the system does not have a website, the political subdivision sponsoring the system shall publish the summary annual report on a website that the political subdivision has created or may create.

**History:** Add. 1982, Act 55, Imd. Eff. Apr. 6, 1982;—Am. 1996, Act 485, Imd. Eff. Dec. 27, 1996;—Am. 2002, Act 728, Imd. Eff. Dec. 30, 2002;—Am. 2012, Act 347, Eff. Mar. 28, 2013.

### **38.1140i Repealed. 2000, Act 307, Imd. Eff. Oct. 16, 2000.**

**Compiler's note:** The repealed section pertained to guaranteed repayment of loans.

### **38.1140j Investment in derivatives.**

Sec. 20j. (1) Subject to qualification elsewhere in this act, an investment fiduciary may invest in any of the following:

(a) A derivative that hedges positions of a nonderivative component of a portfolio that clearly reduces a defined risk.

(b) A derivative that replicates the risk/return profile of an asset or asset class, provided the asset or asset class is permitted in other sections of this act.

(c) A derivative that rebalances the country or asset class exposure of a portfolio.

(d) A derivative in which the investment fiduciary has examined the price, yield, and duration characteristics in all market environments both at the time of investment and on an ongoing basis.

(e) A commingled or pooled investment fund that uses derivatives, if the fund's use of derivatives is consistent with the guidelines outlined in this section.

(f) Over-the-counter derivatives if, in the case of an over-the-counter security, a minimum of 2 competing bids or offers are obtained. All counter party risk in over-the-counter derivative transactions shall be examined at the time of investment and on an ongoing basis.

(2) The aggregate market value of the underlying security, future, or other instrument or index made under this section shall not exceed 15% of the assets of the system. For purposes of the asset limitation in this section only, "derivatives" does not include:

(a) Asset backed pools, mortgage backed pools, or collateralized mortgage obligations that are otherwise qualified under this act and are no more exposed to prepayment risk or interest rate risk than the underlying collateral including planned amortization classes and sequential-pay collateralized mortgage obligations.

(b) Convertible bonds, convertible preferred stock, rights or warrants to purchase stock or bonds or notes or partnership interests, floating rate notes, zero coupon securities, stripped principal securities, or stripped interest securities, which items are otherwise qualified under this act.

(c) Exchange-listed derivatives trading on a daily basis and settling in cash daily or having a limited and fully defined risk profile at an identified, fixed cost, including futures contracts and purchased options.

(d) Currency forwards trading on a daily basis and settling in cash daily or having a limited and fully defined risk profile at an identified, fixed cost.

(3) Notwithstanding any other provision of this act to the contrary, an investment fiduciary shall not invest in derivatives for the purpose of leveraging a portfolio or shorting securities as a sole investment.

**History:** Add. 1996, Act 485, Imd. Eff. Dec. 27, 1996.

### **38.1140k Investment in global securities; prohibited conduct.**

Sec. 20k. (1) Notwithstanding a percentage of total assets limitation for an investment provided in any other section of this act, an investment fiduciary who is the state treasurer or the investment fiduciary of a system that has assets of \$2,000,000,000.00 or more may invest not more than 30% of a system's assets in global securities. An investment fiduciary of a system that has assets of less than \$2,000,000,000.00 and who is not the state treasurer may invest not more than 20% of a system's assets in global securities. Except as otherwise provided in this act, an investment fiduciary shall not do any of the following:

(a) Invest in more than 5% of the outstanding global securities of any 1 issuer.

(b) Invest more than 5% of a system's assets in the global securities of any 1 issuer.

(2) Investments in global securities under this section shall be made only by investment fiduciaries described in section 13(11) who have demonstrated expertise in investments of that type.

**History:** Add. 1996, Act 485, Imd. Eff. Dec. 27, 1996;—Am. 2012, Act 347, Eff. Mar. 28, 2013.

### **38.1140l Financial or proprietary information.**

Sec. 20l (1) A record or portion of a record, material, or other data received, prepared, used, or retained by an investment fiduciary in connection with the investment of assets of a system that relates to financial or proprietary information pertaining to a portfolio company in real estate or alternative investments in which the investment fiduciary has invested or has considered an investment that is considered by the portfolio company and acknowledged by the investment fiduciary as confidential; or that relates to financial or proprietary information whether prepared by or for the investment fiduciary regarding loans and assets directly owned by the investment fiduciary and acknowledged by the investment fiduciary as confidential is not subject to the

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disclosure requirements of the freedom of information act, Act No. 442 of the Public Acts of 1976, being sections 15.231 to 15.246 of the Michigan Compiled Laws.

(2) A document to which the investment fiduciary is a party evidencing an investment is not considered financial or proprietary information that may be exempt from disclosure pursuant to subsection (1).

(3) As used in this section, "financial or proprietary information" means information that has not been publicly disseminated or that is unavailable from other sources, the release of which might cause the portfolio company or the investment fiduciary significant competitive harm. Financial or proprietary information includes but is not limited to financial performance data and projections, financial statements, list of coinvestors and their level of investment, product and market data, rent rolls, and leases.

**History:** Add. 1996, Act 485, Imd. Eff. Dec. 27, 1996.

### **38.1140m Employer contribution.**

Sec. 20m. The governing board vested with the general administration, management, and operation of a system or other decision-making body that is responsible for implementation and supervision of any system shall confirm in the annual actuarial valuation required under section 20h and the summary annual report required under section 13 that each system under this act provides for the payment of the required employer contribution as provided in this section and shall confirm in the summary annual report that the system has received the required employer contribution for the year covered in the summary annual report. The required employer contribution is the actuarially determined contribution amount. An annual required employer contribution in a system under this act shall consist of a current service cost payment and a payment of at least the annual accrued amortized interest on any unfunded actuarial liability and the payment of the annual accrued amortized portion of the unfunded principal liability. For fiscal years that begin before January 1, 2006, the required employer contribution shall not be determined using an amortization period greater than 40 years. Except as otherwise provided in this section, for fiscal years that begin after December 31, 2005, the required employer contribution shall not be determined using an amortization period greater than 30 years. For the Tier 1 retirement plan under the state employees' retirement system, created under the state employees' retirement act, 1943 PA 240, MCL 38.1 to 38.69; the Michigan public school employees' retirement created under the public school employees retirement act of 1979, 1980 PA 300, MCL 38.1301 to 38.1437; and the Michigan state police retirement system created under the state police retirement act of 1986, 1986 PA 182, MCL 38.1601 to 38.1648, only, for the fiscal year beginning October 1, 2006, the contribution for the unfunded actuarial accrued liability shall be equal to the product of the assumed real rate of investment return times the unfunded actuarial accrued liability. In a plan year, any current service cost payment may be offset by a credit for amortization of accrued assets, if any, in excess of actuarial accrued liability. A required employer contribution for a system administered under this act shall allocate the actuarial present value of future plan benefits between the current service costs to be paid in the future and the actuarial accrued liability. The governing board vested with the general administration, management, and operation of a system or other decision-making body that is responsible for implementation and supervision of a system shall act upon the recommendation of an actuary and the board and the actuary shall take into account the standards of practice of the actuarial standards board of the American academy of actuaries in making the determination of the required employer contribution.

**History:** Add. 2002, Act 728, Imd. Eff. Dec. 30, 2002;—Am. 2007, Act 22, Imd. Eff. June 26, 2007;—Am. 2012, Act 347, Eff. Mar. 28, 2013.

### **38.1141 Removal of member of board or body.**

Sec. 21. (1) Subject to this section, the governing board vested with the general administration, management, and operation of a system or other decision-making body that is responsible for implementation and supervision of a system may remove a member of the board or body as provided in subsection (2) by any of the following:

(a) A unanimous vote of all of the members of the board or body, other than the member who is the subject of the vote for removal.

(b) An order of a circuit court with jurisdiction entered in an appropriate action authorized by a majority vote of the members of the board or body.

(c) The process for the removal of a member of the board or body that is contained in the system's plan provisions if that process is less restrictive than either process provided for in subdivision (a) or (b).

(2) The governing board vested with the general administration, management, and operation of a system or other decision-making body that is responsible for implementation and supervision of a system shall give notice and hold a hearing on the removal of a member of that board or body for any of the following reasons:

(a) For an elected member of the board or body, upon receipt of a petition requesting the removal of the

member, which petition is signed by 2/3 of the individuals eligible to vote in the election of the member of the board or body.

(b) The member is legally incapacitated from executing his or her duties as a member of the board or body and neglects to perform those duties.

(c) The member has committed a material breach of the system provisions or system policies or procedures and the removal of the member is in the interests of the system or the interest of its participants or participants' beneficiaries.

(d) The member is convicted of a violation of law and the removal of the member is in the interests of the system or the interest of its participants or participants' beneficiaries.

(3) Upon the removal of a member of a board or body under this section before expiration of the member's term, a new successor member shall fill the vacancy as follows:

(a) For an elected member of the board or body, by election in the same manner as the removed member for the remainder of that term of office.

(b) For an appointed member of the board or body, by appointment by the appointing authority of the removed member for the remainder of that term of office.

(c) For an ex officio member serving by virtue of his or her office, by appointment by the governing body of the political subdivision sponsoring the system until the time that a new individual is elected or appointed to the office from which the removed member served as a member.

(4) An individual who is removed from office as a member of a board or body under this section may appeal the removal to the circuit court with jurisdiction if the removal is by the board or body or, if the removal is by the circuit court, to the appropriate court with jurisdiction. A successor member of a board or body may be elected or appointed during the pendency of an appeal of a removed member under this subsection until the appeal is withdrawn or there is a final judgment in the matter.

(5) If, upon an appeal under subsection (4), the court finds that the petition for removal of the member was filed in bad faith and that removal is contrary to the interests of the system or the interest of its participants or participants' beneficiaries, the court may order that the individuals seeking the removal of the member pay all or a portion of the costs of the proceedings, including reasonable attorney fees.

**History:** Add. 2012, Act 347, Eff. Mar. 28, 2013.

STATE OF MICHIGAN  
COUNTY OF WAYNE  
CHARTER TOWNSHIP OF PLYMOUTH

RESOLUTION 2014-01-14-03

ESTABLISHMENT OF A POST-EMPLOYMENT  
RETIREMENT HEALTH SAVINGS (RHS) PLAN

At a regular meeting of the Township Board of the Charter Township of Plymouth, held on January 14, 2014 at 7:00 p.m., the following preamble and resolution was offered:

**WHEREAS**, the Board of Trustees for the Charter Township of Plymouth, Michigan (“Board”), a Michigan public corporation, desires to establish an HRA – Health Reimbursement Arrangement for the accumulation and investment of funds for the purpose of funding employee post-employment health care benefits to the employees and their dependants; and

**WHEREAS**, VantageCare RHS – Retirement Health Savings program provides employers who have promised health care funds to employees a dedicated trust vehicle as an investment program for trust assets;

**WHEREAS**, the VantageCare RHS – Retirement Health Savings (the Plan) program is established in the form of an IPT – Integral Part Trust (the Trust), a funding vehicle approved by the Internal Revenue Service for retiree health funding;

**NOW, THEREFORE BE IT RESOLVED**, the Board hereby establishes the Charter Township of Plymouth Post-Employment Medical Expense Reimbursement Plan effective January 14, 2014 in the form of the ICMA Retirement Corporation’s VantageCare Retirement Health Savings Plan. Withdrawals from the Trust are solely restricted to the payment of health care benefits on behalf of qualified persons and the payment of expenses of administration of the Trust; and

**BE IT FURTHER RESOLVED**, the Board authorizes the Clerk and the Supervisor to act as the Administrator for the Plan and execute documents and agreements related to the Plan and the Trust on behalf of the employer; and

**BE IT FURTHER RESOLVED**, that the assets of the Plan shall be held in the IPT – Integral Part Trust, with the Township Treasurer hereby designated and serving as Trustee for the exclusive benefit of Plan participants and their survivors, and the assets of the Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan.

PRESENT: [Arnold, Conzelman, Curmi, Doroshewitz, Edwards, Kelly, Reaume]

ABSENT: [None]

MOVED: [ ]

SUPPORT: [ ]

**ROLL CALL VOTE**

AYES: [ ]

NAYS: [ ]

ADOPTED: [January 14, 2014 – Regular Meeting]

RESOLUTION: 2014-01-14-03

**CERTIFICATION**

STATE OF MICHIGAN )

)

COUNTY OF WAYNE )

I hereby certify that the foregoing is a true copy of the above Resolution, the original of which is on file in my office.

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Nancy C. Conzelman, Clerk  
Charter Township of Plymouth



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## **EMPLOYER VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN ADOPTION AGREEMENT**

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## EMPLOYER VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN ADOPTION AGREEMENT

Plan Number: 8 \_\_\_\_\_ Check one: ☐ New Plan ☐ Amendment to Existing Plan

Employer Retirement Health Savings Plan Name: \_\_\_\_\_

I. **Employer Name:** \_\_\_\_\_ **State:** \_\_\_\_\_

II. **The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.**

III. **Effective Date of the Plan:** \_\_\_\_\_

IV. **The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer:** \_\_\_\_\_

V. **Eligible Groups, Participation and Participant Eligibility Requirements**

A. **Eligible Groups**

The following group or groups of Employees are eligible to participate in the VantageCare Retirement Health Savings Plan (check all applicable boxes):

- ☐ All Employees
- ☐ All Full-Time Employees
- ☐ Non-Union Employees
- ☐ Public Safety Employees – Police
- ☐ Public Safety Employees – Firefighters
- ☐ General Employees
- ☐ Collectively-Bargained Employees (Specify unit(s)) \_\_\_\_\_
- ☐ Other (specify group(s)) \_\_\_\_\_

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. **Participation**

**Mandatory Participation:** All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer's underlying welfare benefit plan or funding under this VantageCare Retirement Health Savings Plan is in whole or part a non-collectively bargained, self-insured plan, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

C. **Participant Eligibility Requirements**

1. **Minimum service:** The minimum period of service required for participation is \_\_\_\_\_ (write N/A if no minimum service is required).
2. **Minimum age:** The minimum age required for eligibility to participate is \_\_\_\_\_ (write N/A if no minimum age is required).

## VI. Contribution Sources and Amounts

### A. Definition of Earnings

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings", including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings: \_\_\_\_\_  
\_\_\_\_\_

### B. Direct Employer Contributions and Mandatory Contributions

#### 1. Direct Employer Contributions

The Employer shall contribute on behalf of each Participant

- ☐ \_\_\_\_\_ % of Earnings  
☐ \$ \_\_\_\_\_ each Plan Year  
☐ A discretionary amount to be determined each Plan Year  
☐ Other (describe): \_\_\_\_\_  
\_\_\_\_\_

#### 2. Mandatory Employee Compensation Contributions

The Employer will make mandatory contributions of Employee compensation as follows:

- ☐ Reduction in Salary - \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_ will be contributed for the Plan Year.  
☐ Decreased Merit or Pay Plan Adjustment - All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

An Employee shall not have the right to discontinue or vary the rate of Mandatory Contributions of Employee Compensation.

#### 3. Mandatory Employee Leave Contributions

The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining Mandatory Employee Leave contributions):

- ☐ Accrued Sick Leave \_\_\_\_\_  
\_\_\_\_\_  
☐ Accrued Vacation Leave \_\_\_\_\_  
\_\_\_\_\_  
☐ Other (specify type of leave) Accrued \_\_\_\_\_ Leave  
\_\_\_\_\_  
\_\_\_\_\_

An Employee shall not have the right to discontinue or vary the rate of mandatory leave contributions.

### C. Limits on Total Contributions (check one box)

The total contribution by the Employer on behalf of each Participant (including Direct Employer and Mandatory Employee Contributions) for each Plan Year shall not exceed the following limit(s) below. Limits on individual contribution types are defined within the appropriate section above.

☐ There is no Plan-defined limit on the percentage or dollar amount of earnings that may be contributed.

☐ \_\_\_\_\_ % of earnings\*

\*Definition of earnings: ☐ Same as Section VI.A.. ☐ Other

☐ \$ \_\_\_\_\_ for the Plan year.

See Section V.B. for a discussion of nondiscrimination rules that may apply to non-collectively bargained self-insured Plans.

## VII. Vesting for Direct Employer Contributions

### A. Vesting Schedule (check one box)

☐ The account is 100% vested at all times.

☐ The following vesting schedule shall apply to Direct Employer Contributions as outlined in Section VI.B.1.:

Years of Service Completed	Vesting Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**B. The account will become 100% vested upon the death, disability, retirement\*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.**

\*Definition of retirement (check one box):

☐ Retirement as defined in the primary retirement plan of the Employer

☐ Separation from service

☐ Other \_\_\_\_\_

**C. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.**

## VIII. Forfeiture Provisions

Upon separation from the service of the Employer prior to attainment of benefit eligibility (as outlined in Section IX), or upon reversion to the Trust of a Participant's account assets remaining upon the participant's death (as outlined in Section XI), a Participant's non-vested funds shall (check one box):

☐ Remain in the Trust to be reallocated among all remaining Employees participating in the Plan as Direct Employer Contributions for the next and succeeding contribution cycle(s).

☐ Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants.

☐ Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.

☐ Revert to the Employer.



**IX. Eligibility Requirements to Receive Medical Benefit Payments from the VantageCare Retirement Health Savings Plan**

**A. A Participant is eligible to receive benefits:**

- ☐ At retirement only (also complete Section B.)

Definition of retirement:

- ☐ Same as Section VII.B.

- ☐ Other \_\_\_\_\_

- ☐ At separation from service with the following restrictions

- ☐ No restrictions

- ☐ Other \_\_\_\_\_

- ☐ At age \_\_\_\_\_ only

- ☐ At retirement and age \_\_\_\_\_ (also complete section B)

Definition of retirement:

- ☐ Same as Section VII.B.

- ☐ Other \_\_\_\_\_

- ☐ At retirement or age \_\_\_\_\_

Definition of retirement:

- ☐ Same as Section VII.B.

- ☐ Other \_\_\_\_\_

- ☐ Other, specified as follows (also complete Section B if applicable): \_\_\_\_\_

**B. Termination prior to general benefit eligibility: In the case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from the service of the Employer prior to retirement will be eligible to receive benefits:**

- ☐ Immediately upon separation from service.

- ☐ At age \_\_\_\_\_ .

**C. A Participant that becomes totally and permanently disabled**

- ☐ as defined by the Social Security Administration

- ☐ as defined by the Employer's primary retirement plan

- ☐ other \_\_\_\_\_

will become immediately eligible to receive medical benefit payments from his/her VantageCare Retirement Health Savings Plan account.

**D. Upon the death of the Participant, benefits shall become payable as outlined in Section XI.**

## **X. Permissible Medical Benefit Payments**

Benefits eligible for reimbursement consist of:

- ☐ All Medical Expenses eligible under IRC Section 213\* other than direct long-term care expenses, and including non-prescription medications allowed under IRS guidance.
- ☐ The following Medical Expenses (select only the expenses you wish to cover under the VantageCare Retirement Health Savings Plan):
  - ☐ Medical Insurance Premiums
  - ☐ Medical Out-of-Pocket Expenses\*
  - ☐ Medicare Part B Insurance Premiums
  - ☐ Medicare Part D Insurance Premiums
  - ☐ Medicare Supplemental Insurance Premiums
  - ☐ Prescription Drug Insurance Premiums
  - ☐ COBRA Insurance Premiums
  - ☐ Dental Insurance Premiums
  - ☐ Dental Out-of-Pocket Expenses\*
  - ☐ Vision Insurance Premiums
  - ☐ Vision Out-of-Pocket Expenses\*
  - ☐ Qualified Long-Term Care Insurance Premiums
  - ☐ Non-Prescription medications allowed under IRS guidance\*
  - ☐ Other qualifying medical expenses (describe)\*

*\* See Section V.A. for a discussion of nondiscrimination rules which may apply to non-collectively bargained, self-insured Plans.*

## **XI. Benefits After the Death of the Participant**

In the event of a Participant's death, the following shall apply:

### **A. Surviving Spouse and/or Surviving Dependents**

The surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the account and utilize it to fund eligible medical benefits specified in Section X above.

Upon notification of a Participant's death, the Participant's account balance will be transferred into the Vantagepoint Money Market Fund\* (or another fund selected by the Employer). The account balance may be reallocated by the surviving spouse or dependents.

*\* Please read the current Vantagepoint Mutual Funds prospectus carefully prior to investing. An investment in this fund is neither insured nor guaranteed and there can be no assurance that the Fund will be able to maintain a stable net asset value of \$1.00 per share. Vantagepoint Mutual Funds are distributed by ICMA-RC Services, LLC, a wholly-owned broker-dealer affiliate of ICMA Retirement Corporation. Member FINRA/SIPC.*

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert to the Plan to be applied as specified in Section VIII.

**B. No Surviving Spouse or Surviving Dependents**

If there are no living spouse or dependents at the time of death of the Participant, the account will revert to the Plan to be applied as specified in Section VIII.

**XII. The Plan will operate according to the following provisions:**

**A. Employer Responsibilities**

1. The Employer will submit all VantageCare Retirement Health Savings Plan contribution data via electronic submission.
  2. The Employer will submit all VantageCare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification and benefit eligibility notification.
- B.** Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.
- C.** Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her Survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to a third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).
- D.** An eligible dependent is the Participant's lawful spouse and any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.
- E.** The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the VantageCare Retirement Health Savings Plan Employer Manual.

**XIII. Employer Acknowledgements**

- A.** The Employer hereby acknowledges it understands that failure to properly fill out this Employer VantageCare Retirement Health Savings Plan Adoption Agreement may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.

- B.** ☐ Check this box if you are including supporting documents that include plan provisions.

**EMPLOYER SIGNATURE**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

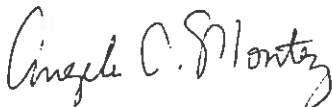
**Title:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Accepted: VANTAGEPOINT TRANSFER AGENTS, LLC



Assistant Secretary, ICMA-RC

# VantageCare RHS Employer Investment Program

## DECLARATION OF TRUST OF THE

---

[Insert name of Employer]

## INTEGRAL PART TRUST



## DECLARATION OF TRUST OF THE

\_\_\_\_\_  
[Insert name of Employer]

### INTEGRAL PART TRUST

Declaration of Trust made as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by \_\_\_\_\_  
(hereinafter alternatively referred to as the "Employer" or the "Trustee"). [Insert name of Employer]

#### RECITALS

WHEREAS, the Employer is a governmental entity exempt from federal income tax under the Internal Revenue Code of 1986; and

WHEREAS, the Employer seeks to provide for the security and welfare of its Retirees by funding one or more post-retirement welfare benefit plans, programs or arrangements to provide for life, sickness, medical, disability, severance and other similar benefits through insurance and self-funded reimbursement plans (collectively a "Plan"); and

WHEREAS, it is an essential function and integral part of the exempt activities of the Employer to assist Retirees by making contributions to and accumulating assets in the trust, a segregated fund, for post-retirement welfare benefits under such a Plan; and

WHEREAS, the authority to provide for the investment and general administration of assets to be used to fund such a Plan is vested in the Employer or its designee, who has the authority and shall be subject to the duties with respect to the trust specified in this Declaration of Trust; and

WHEREAS, the Employer wishes to establish this trust to hold assets and income to be used for the exclusive purpose of funding post-retirement welfare benefits under a Plan for its Retirees.

NOW, THEREFORE, the Employer does hereby establish this trust, to be known as the Declaration of Trust of the \_\_\_\_\_  
[Insert name of Employer] Integral Part Trust (hereinafter referred to as the "Trust"), and agree that

the following constitute the Declaration of Trust (hereinafter referred to as the "Declaration"):

#### ARTICLE I DEFINITIONS

1.1 Definitions. For the purposes of this Declaration, the following terms shall have the respective meanings set forth below unless otherwise expressly provided.

- (a) "Account" means the investment recordkeeping account established to fund post-retirement welfare benefits on behalf of Employer's Retirees.
- (b) "Administrator" means the Employer. The Employer may contract for such administrative services as are necessary to implement a Plan.
- (c) "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- (d) "Retiree" means an individual who performs services for the Employer, and who has been designated as eligible to receive benefits under a Plan.
- (e) "Investment Fund" means any separate investment option or vehicle selected by the Employer in which all or a portion of the Trust assets may be invested as herein provided. The Trustee shall not be required to select any Investment Fund.
- (f) "Trust" means the trust established by this Declaration.
- (g) "Trustee" means the Employer or its designee.

Declaration of Trust

**ARTICLE II  
ESTABLISHMENT OF TRUST**

- 2.1 The Trust is hereby established as of the date set forth above for the exclusive purpose of providing a funding mechanism for post-retirement welfare benefits for the Employer's Retirees.

**ARTICLE III  
CONSTRUCTION**

- 3.1 This Trust and its validity, construction and effect shall be governed by the laws of the State of \_\_\_\_\_.  
[Insert State of Employer]
- 3.2 Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate, and the singular form of words shall be read as the plural where appropriate.
- 3.3 If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions, and such provisions shall be construed to effectuate the purpose of this Trust.

**ARTICLE IV  
BENEFITS**

- 4.1 Benefits. This Trust may be used to fund benefits on behalf of a Retiree pursuant to the terms of a Plan.
- 4.2 Form of Benefits. Assets held in this Trust may be used to reimburse a Retiree for insurance premiums or other payments expended for permissible benefits described under a Plan. This Trust may reimburse the Employer, or the Administrator for insurance premiums or other payments pursuant to the Plan.

**ARTICLE V  
GENERAL DUTIES**

- 5.1 It shall be the duty of the Trustee to hold title to assets held in respect of the Account and Plan or Plans in the Trustee's name, as directed by the Employer or its designees in writing. The Trustee shall not be under any duty to compute the amount of contributions to be paid by the Employer or to take any steps to collect such amounts as may be due to be held in trust under the terms of a Plan. The Trustee shall not be responsible for the custody, investment, safekeeping or disposition of any assets comprising the Trust, to the extent such functions are performed by the Employer or the Administrator, or both.
- 5.2 It shall be the duty of the Employer, subject to the provisions of a Plan, to pay over to the Administrator or other person designated hereunder from time to time the Employer's contributions, and to keep accurate books and records, or cause its designee to keep accurate books and records with respect to the Account and a Plan.

**ARTICLE VI  
INVESTMENTS**

- 6.1 The Employer may appoint one or more investment managers to manage and control all or part of the assets of the Trust and the Employer shall notify the Trustee in writing of any such appointment.
- 6.2 The Trustee shall not have any discretion or authority with regard to the investment of the Trust and shall act solely as a directed Trustee of the assets of which it holds title. To the extent directed by the Employer, the Trustee is authorized and empowered with the following powers, rights and duties, each of which the Trustee shall exercise in a nondiscretionary manner:
- (a) To cause stocks, bonds, securities, or other investments to be registered in its name as Trustee or in the name of a nominee, or to take and keep the same unregistered;
  - (b) To employ such agents and legal counsel as it deems advisable or proper in connection with its duties and to pay such agents and legal counsel a reasonable fee. The Trustee shall not be liable for the acts of such agents and counsel or for the acts done in good faith and in reliance upon the advice of such agents and legal counsel, provided it has used reasonable care in selecting such agents and legal counsel;

- (c) To exercise where applicable and appropriate any rights of ownership in any contracts of insurance in which any part of the Trust may be invested and to pay the premiums thereon; and
  - (d) At the direction of the Employer (or the investment manager, as the case may be) to sell, write options on, convey or transfer, invest and reinvest any part thereof in each and every kind of property, whether real, personal or mixed, tangible or intangible, whether income or non-income producing and wherever situated, including but not limited to, time deposits (including time deposits in the Trustee or its affiliates, or any successor thereto, if the deposits bear a reasonable rate of interest), shares of common and preferred stock, mortgages, bonds, leases, notes, debentures, equipment or collateral trust certificates, rights, warrants, convertible or exchangeable securities and other corporate, individual or government securities or obligations, annuity, retirement or other insurance contracts, mutual funds (including funds for which the Trustee or its affiliates serve as investment advisor, custodian or in a similar or related capacity), or in units of any other common, collective or commingled trust fund.
- 6.3 Notwithstanding anything to the contrary herein, the assets of the Account shall be held by the Trustee as title holder only. Persons holding custody or possession of assets titled to the Trust shall include the Employer, the Administrator, the investment manager, and any agents and subagents, but not the Trustee. The Trustee shall not be responsible or liable for any loss or expense which may arise from or result from compliance with any direction from the Employer, Administrator, the investment manager, or such agents to take title to any assets nor shall the Trustee be responsible or liable for any loss or expense which may result from the Trustee's refusal or failure to comply with any direction to hold title, except if the same shall involve or result from the Trustee's negligence or intentional misconduct. The Trustee may refuse to comply with any direction from the Employer, the Administrator, the investment manager, or such agents in the event that the Trustee, in its sole and absolute discretion, deems such direction illegal.
- 6.4 The Employer hereby indemnifies and holds the Trustee harmless from any and all actions, claims, demands, liabilities, losses, damages or reasonable expenses of whatsoever kind and nature in connection with or arising out of (i) any action taken or omitted in good faith by the Trustee in accordance with the directions of the Employer or its agents and subagents hereunder, or (ii) any disbursements of any part of the Trust made by the Trustee in accordance with the directions of the Employer, or (iii) any action taken by or omitted in good faith by the Trustee with respect to an investment managed by an investment manager in accordance with any direction of the investment manager or any inaction with respect to any such investment in the absence of directions from the investment manager. Notwithstanding anything to the contrary herein, the Employer shall have no responsibility to the Trustee under the foregoing indemnification if the Trustee fails negligently, intentionally or recklessly to perform any of the duties undertaken by it under the provisions of this Trust.
- 6.5 Notwithstanding anything to the contrary herein, the Employer or, if so designated by the Employer, the Administrator and the investment manager or another agent of the Employer, will be responsible for valuing all assets so acquired for all purposes of the Trust and of holding, investing, trading and disposing of the same. The Employer will indemnify and hold the Trustee harmless against any and all claims, actions, demands, liabilities, losses, damages, or expenses of whatsoever kind and nature, which arise from or are related to any use of such valuation by the Trustee or holding, trading, or disposition of such assets.
- 6.6 The Trustee shall and hereby does indemnify and hold harmless the Employer from any and all actions, claims, demands, liabilities, losses, damages and reasonable expenses of whatsoever kind and nature in connection with or arising out of (a) the Trustee's failure to follow the directions of the Employer, the Administrator, the investment manager, or agents thereof, except as permitted by the last sentence of Section 6.3 above; (b) any disbursements made without the direction of the Employer, the Administrator, the investment manager or agents thereof; and (c) the Trustee's negligence, willful misconduct, or recklessness with respect to the Trustee's duties under this Declaration.

## ARTICLE VII CONTRIBUTIONS

- 7.1 *Employer Contributions.* The Employer shall contribute to the Trust such amounts as specified in the employer's liability for Other Post Employment Benefits.
- 7.2 *Receipt of Contributions.* The Employer or, if so designated by the Employer, the Administrator or investment manager or another agent of the Employer, shall receive all contributions paid or delivered to it hereunder and shall hold, invest, reinvest and administer such contributions pursuant to this Declaration, without distinction between principal and income. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan, but shall hold title to property received in respect of the Plan in the Trustee's name as directed by the Employer or its designee pursuant to this Declaration.

#### Declaration of Trust

- 7.3 No amount maintained under this Trust shall be subject to transfer, assignment, or alienation, whether voluntary or involuntary, in favor of any creditor, transferee, or assignee of the Employer or the Trustee.
- 7.4 Upon the satisfaction of all liabilities under a Plan to provide benefits to Retirees, any amount of Employer contributions, plus accrued earnings thereon, remaining in the Trust shall be returned to the Employer.

#### ARTICLE VIII MULTIPLE PLANS

- 8.1 If the Employer hereafter adopts one or more other Plans and designates the Trust hereby created as part of such other Plan, the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer shall, subject to the terms of this Declaration, accept and hold hereunder contributions to such other Plans. In that event (a) the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, may commingle for investment purposes the contributions received under such Plan or Plans with the contributions previously received by the Trust, but the books and records of the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, shall at all times show the portion of the Trust Fund allocable to each Plan; (b) the term "Plan" as used herein shall be deemed to refer separately to each other Plan; and (c) the term "Employer" as used herein shall be deemed to refer to the person or group of persons which have been designated by the terms of such other Plans as having the authority to control and manage the operation and administration of such other Plan.

#### ARTICLE IX DISBURSEMENTS AND EXPENSES

- 9.1 The Employer or its designee shall make such payments from the Trust at such time to such persons and in such amounts as shall be authorized by the provisions of a Plan provided, however, that no payment shall be made, either during the existence of or upon the discontinuance of the Plan (subject to Section 7.4), which would cause any part of the Trust to be used for or diverted to purposes other than the exclusive purpose of funding post-retirement welfare benefits for Retirees pursuant to the provisions of a Plan.
- 9.2 The Employer, Trustee and Administrator may be reimbursed for expenses reasonably incurred by them in the administration of the Trust. All such expenses, including, without limitation, reasonable fees of accountants and legal counsel to the extent not otherwise reimbursed, shall constitute a charge against and shall be paid from the Trust upon the direction of the Employer.

#### ARTICLE X ACCOUNTING

- 10.1 The Trustee shall not be required to keep accounts of the investments, receipts, disbursements, and other transactions of the Trust, except as necessary to perform its title-holding function hereunder. All accounts, books, and records relating thereto shall be maintained by the Employer or its designee.
- 10.2 As promptly as possible following the close of each year, the Trustee shall file with the Employer a written account setting forth assets titled to the Trust as reported to the Trustee by the Employer or its designee.

#### ARTICLE XI MISCELLANEOUS PROVISIONS

- 11.1 Neither the Trustee nor any affiliate thereof shall be required to give any bond or to qualify before, be appointed by, or account to any court of law in the exercise of its powers hereunder.
- 11.2 No person transferring title or receiving a transfer of title from the Trustee shall be obligated to look to the propriety of the acts of the Trustee in connection therewith.
- 11.3 The Employer may engage a Trustee as its agent in the performance of any duties required of the Employer under a Plan, but such agency shall not be deemed to increase the responsibility or liability of the Trustee under this Declaration.
- 11.4 The Employer shall have the right at all reasonable times during the term of this Declaration and for three (3) years after the termination of this Declaration to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of the Trustee relating to this Declaration and the Trustees' performance hereunder.



**ARTICLE XII  
AMENDMENT AND TERMINATION**

- 12.1 The Employer reserves the right to alter, amend, or (subject to Section 9.1) terminate this Declaration at any time for any reason without the consent of the Trustee or any other person, provided that no amendment affecting the rights, duties, or responsibilities of the Trustee shall be adopted without the execution of the Trustee to the amendment. Any such amendment shall become effective as of the date provided in the amendment, if requiring the Trustee's execution, or on delivery of the amendment to the Trustee, if the Trustee's execution is not required.
- 12.2 Upon termination of this Declaration and upon the satisfaction of all liabilities under a Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in the Accounts shall be returned to the Employer.

**ARTICLE XIII  
SUCCESSOR TRUSTEES**

- 13.1 The Employer reserves the right to discharge the Trustee for any or no reason, at any time by giving ninety (90) days' advance written notice.
- 13.2 The Trustee reserves the right to resign at any time by giving ninety (90) days' advance written notice to the Employer.
- 13.3 In the event of discharge or resignation of the Trustee, the Employer may appoint a successor Trustee who shall succeed to all rights, duties, and responsibilities of the former Trustee under this Declaration, and the terminated Trustee shall be deemed discharged of all duties under this Declaration and responsibilities for the Trust.

**ARTICLE XIV  
LIMITED EFFECT OF TRUST**

- 14.1 Neither the establishment of the Trust or any modification thereof, the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any person any legal or equitable right against the Trustee, the Administrator, the Employer or any officer or employee thereof, except as may otherwise be expressly provided in a Plan or in this Declaration.

**ARTICLE XV  
PROTECTIVE CLAUSE**

- 15.1 Neither the Administrator, the Employer, nor the Trustee shall be responsible for the validity of any contract of insurance or other arrangement maintained in connection with a Plan, or for the failure on the part of the insurer or provider to make payments provided by such contract, or for the action of any person which may delay payment or render a contract void or unenforceable in whole or in part.

IN WITNESS WHEREOF, the Employer/Trustee has executed this Declaration by its duly authorized officers, as of the date first hereinabove mentioned.

**EMPLOYER/TRUSTEE**

By: \_\_\_\_\_



*Building Retirement Security*

ICMA RETIREMENT CORPORATION  
777 NORTH CAPITOL STREET, NE  
WASHINGTON, DC 20002-4240  
800-669-7400

PARA ASISTENCIA EN ESPAÑOL LLAME AL  
800-669-8216  
[WWW.ICMARC.ORG](http://WWW.ICMARC.ORG)

FRM080-014-200805-C854  
REVISED AUGUST 2008

## **ADMINISTRATIVE SERVICES AGREEMENT**

Between

**ICMA Retirement Corporation**

and

MUNICIPALITY NAME

**Type:** VantageCare RHS

**Account Number:** 8034XX

## ADMINISTRATIVE SERVICES AGREEMENT

This Agreement, made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the XXXX ("Employer") a local governmental instrumentality organized and existing under the laws of the State of XX with an office at Address, City, State ZIP.

### RECITALS

Employer acts as a public plan sponsor for a retiree health plan with responsibility to obtain investment alternatives and services for employees participating in that plan;

Employer desires to make the VantageCare Retirement Health Savings Plan ("RHS Plan" or "Plan") provided by ICMA-RC available to its employees;

ICMA-RC makes available the Vantagepoint Funds, a no-load, diversified mutual fund, for investment of public employer plan assets, including RHS Plan assets;

ICMA-RC provides a complete offering of services to public employers for the operation of employee retirement and retiree health savings plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, form processing, benefit disbursement and asset management.

### AGREEMENTS

#### 1. Acceptance of RHS Plan

Employer agrees to make the RHS Plan provided by ICMA-RC available to its employees. The details of the RHS Plan shall be as mutually agreed between the Employer and ICMA-RC, and in general shall be as set forth in the RHS Plan materials developed by ICMA-RC and provided to Employer. The RHS Plan materials are hereby incorporated by reference and made a part of this Agreement, except that Employer and ICMA-RC may from time to time mutually agree in writing to terms that vary from the RHS Plan materials. RHS plan materials shall include the *VantageCare RHS Employer Manual*, available electronically through the EZ Link System upon plan adoption.

The functions to be performed by ICMA-RC and its agents include:

- (a) allocation in accordance with participant direction of individual accounts to investment funds ("Funds") made available to Plan participants;
- (b) maintenance of individual accounts for participants reflecting amounts contributed, income, gain, or loss credited, and amounts disbursed as benefits;

- (c) provision of periodic reports to the Employer and participants of the status of Plan investments and individual accounts;
- (d) communication to participants of information regarding their rights and elections under the Plan;
- (e) disbursement of benefits as agent for the Employer in accordance with terms of the Plan; and
- (f) performance of tax withholding and reporting in conjunction with the Employer for each RHS account.

2. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities with respect to the Plan, including information needed to allocate individual participant accounts to Funds, and information as to the benefit eligibility and employment status of participants, and participants' ages, addresses, dependents, spouses and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. This is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant, spouse or dependent that is furnished by such participant, spouse or dependent, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

3. ICMA-RC Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- (b) ICMA-RC is an investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended. ICMA-RC Services, LLC (a wholly owned subsidiary of ICMA-RC) is registered as a broker-dealer with the Securities and Exchange Commission (SEC) and is a member in good standing of the Financial Industry Regulatory Authority (FINRA).

4. Employer Representations and Warranties

Employer represents and warrants to ICMA-RC that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Information required to be retained by the Employer shall be set forth in the RHS plan materials developed by ICMA-RC and provided to the Employer.
- (c) Employer is responsible for determining that there are no state or local laws that would prohibit it from establishing ICMA-RC's VantageCare RHS program. Employer is also responsible for determining that the investments selected for the RHS plan fall within state or local requirements. ICMA-RC shall not be responsible for monitoring state or local law or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.
- (d) Employer acknowledges that the RHS plan may be treated as a "health plan" for Health Insurance Portability and Accountability Act ("HIPAA") purposes and therefore may be subject to HIPAA privacy rules. If it is determined that the RHS plan is considered a "health plan", an employer sponsoring RHS would be responsible for complying with the HIPAA privacy and security rules regarding protected health information of RHS plan participants.
- (e) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (f) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the selection and retention of the Plan's investment options, including the selection of the applicable mutual fund share class.

5. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to a medical child support order. Unless Employer notifies

ICMA-RC otherwise, Employer authorizes ICMA-RC to determine whether disbursement of benefits to a spouse or child pursuant to a medical child support order is appropriate.

6. Compensation and Payment

- (a) Absent an explicit agreement to the contrary between ICMA-RC and Employer, participant fees and expenses shall be payable from RHS assets, in accordance with the requirements of the RHS Plan as set forth below.

- (i) An annual asset fee of 0.40% (40 basis points) will be charged on a quarterly basis, based on the balance in the account on the last day of the previous quarter.

In addition to the annual asset fee, a \$25 annual account administration fee will be charged quarterly to each Accountholder's account.

- (ii) Account administration fees are subject to change with appropriate prior notification.

- (b) Account administration fees are subject to change with appropriate prior notification.

- (c) **Compensation for Advisory and other Services to the Vantagepoint Funds.** Employer acknowledges that certain wholly-owned subsidiaries of ICMA-RC receive compensation from the Vantagepoint Funds for advisory and other services furnished to the Vantagepoint Funds. The fees referred to in this subsection are disclosed in the Vantagepoint Funds Prospectus and Statement of Additional Information.

7. Contribution Remittance

Employer understands that amounts contributed to the RHS plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer in the RHS plan materials and are not to be remitted to the ICMA Retirement Trust or ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred, ICMA-RC will return it to Employer with proper instructions.

8. Responsibility

- (a) ICMA-RC shall not be responsible for any acts or omissions of any person other than ICMA-RC in connection with the administration or operation of the Plan.
- (b) The Employer understands that, as a general matter, the Internal Revenue Service ("IRS") may decline to rule on certain design features or provisions that the Employer may request to have added to the RHS plan materials. The Employer agrees to hold ICMA-RC harmless in connection with the addition and administration of any RHS plan feature

or provision requested by the Employer for which the IRS will not provide express interpretive guidance.

9. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or related Trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or related Trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

9. Term

This Agreement shall be in effect for an initial term beginning on the Inception Date and ending 5 years after the Inception Date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year.

10. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) The parties agree that only an adjustment to compensation or administrative and operational services under this Agreement may be implemented by ICMA-RC through a proposal to the Employer via correspondence or the Employer Bulletin. The Employer will be given at least 60 days to review the proposal before the effective date of the adjustment. Such adjustment shall become effective unless, within the 60 day period before the effective date, the Employer notifies ICMA-RC in writing that it does not accept such adjustment, in which event the parties will negotiate with respect to the adjustment.
- (c) No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of such right, remedy, power or privilege.

11. Notices

All notices required to be delivered under Section 10 of this Agreement shall be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C, 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly



given.

12. Complete Agreement

This Agreement shall constitute the sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

13. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

MUNICIPALITY NAME

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

INTERNATIONAL CITY MANAGEMENT  
ASSOCIATION RETIREMENT CORPORATION

By \_\_\_\_\_

Angela C. Montez  
Assistant Corporate Secretary

# Q&A

## VANTAGECARE RETIREMENT HEALTH SAVINGS PLAN Questions and Answers for Employers



# VANTAGECARE RETIREMENT HEALTH SAVINGS PLAN QUESTIONS AND ANSWERS FOR EMPLOYERS

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## Q1: What is the VantageCare Retirement Health Savings Plan?

VantageCare Retirement Health Savings (RHS) Plan is the ICMA Retirement Corporation's employer-sponsored health benefit savings vehicle that allows employees to accumulate assets to pay for medical expenses (e.g., health insurance, co-pays, prescription expenses, etc.) at retirement (or upon meeting other eligibility criteria) on a tax-free basis. The plan breaks new ground for health care savings in the public sector and is offered through a concept pioneered by ICMA-RC that has received IRS approval (see Q5).

RHS is similar to other ICMA-RC products such as the 401 and 457 plans in that it allows an employee to invest dollars on a pre-tax basis in the Vantagepoint Mutual Funds\* for financial needs during retirement (or when otherwise eligible). RHS offers a number of benefits, including tax-deferred accumulation of earnings and, because account assets are used to pay for tax qualified medical benefits for participants, their spouses and/or dependents, the additional benefit of tax-free withdrawals.

*\* Please consult the Vantagepoint Funds Prospectus carefully for a complete summary of all fees, expenses, charges, financial highlights, investment objectives, risks and performance information. Investors should consider the Fund's investment objectives, risks, charges and expenses before investing or sending money. The prospectus contains this and other information about the investment company. Please read the prospectus carefully before investing. Vantagepoint Funds are distributed by ICMA-RC Services LLC, a wholly owned broker-dealer subsidiary of ICMA-RC and member NASD/SIPC. For a current prospectus, contact ICMA-RC Services, LLC by calling 800-669-7400 or by writing to 777 North Capitol Street, NE, Washington, DC 20002-4240, or by visiting [www.icmarc.org](http://www.icmarc.org).*

## Q2: What are the key features of RHS?

- The plan allows for flexibility in plan design to meet employer/employee needs (see Q16).
- Employers may make tax-free contributions to an employee account (see Q18).
- Mandatory, pre-tax employee contributions may be required from compensation or from accrued sick, vacation and other leave (see Q18).
- All earnings grow tax-deferred, and withdrawals used to pay for qualified medical benefits for participants, their spouses and/or dependents are tax-free (see Q36).
- Plan assets remaining at the time of the employee's death can continue to be used for medical expenses by the employee's surviving spouse or dependents for their medical expenses (see Q31).

## BENEFITS OF RHS

### Q3: What are the benefits of RHS to the employer?

The cost of medical care continues to go up every year, while new Medicare prescription drug benefits may leave retirees with large out-of-pocket deductibles and co-pays. This continuing medical inflation, particularly for services not covered by Medicare or employer-sponsored retiree health plans, means that retirees are increasingly responsible for growing medical costs. The RHS Program enables employers - and their employees - to save in advance for these costs.

There are several benefits to employers that choose to offer the RHS Program:

- No unfunded liability — Existing retiree medical programs, offered either through a retirement system or by the employer directly, may burden employers with unfunded liabilities, particularly the Governmental Accounting Standards Board reporting requirements for Other Post Employment Benefits become effective. RHS now offers a way to pre-fund some or all of these costs.
- Low cost — RHS provides the ability to offer a low-cost employee benefit that complements your current retirement savings package. Also, employer and employee contributions are not subject to FICA and unemployment taxes, resulting in savings to the employer.
- Easy administration — By using ICMA-RC's EZLink System, RHS is offered with limited administrative effort by the employer (see Q38 and 39).
- Retention — RHS can help you attract and retain valued employees.
- Security — Allows the employer to provide additional security to employees saving for their retirement health needs. Similar to a defined contribution retirement plan, it also provides employees with greater responsibility and control over saving for retirement health needs.
- Flexibility — The employer can design its RHS Plan to best fit the needs of employee groups, including collective bargaining units.
- Unused leave — Provides the employer with additional flexibility in the payout of accrued vacation, sick or other leave. Employers can structure an RHS program to reward the responsible use of a sick and vacation leave program and discourage its abuse.
- FICA Savings — Contributions made to the RHS Plan by the employer and the employee are exempt from FICA taxation, saving the employer up to 7.65% of the amount contributed (see Q18).

## Q4: What are the benefits of RHS to the employee?

Employees can reap substantial benefits as well.

- **Convenience** — Once an employee is eligible to participate in RHS, the employee only has to enroll (see Q17) and make decisions regarding investment of RHS funds (see Q25). Contributions are made directly by the employer or through converting employee leave (see Q18).
- **Tax-advantaged savings** — Contributions are pre-tax and assets grow in a tax-deferred account.
- **Tax-free withdrawals** — Withdrawals are tax-free when used for the participant's (including spouse and dependent) qualified medical expenses as allowed by the employer's RHS Plan.
- **Full range of appropriate investment options** — RHS allows investment in the Vantagepoint Mutual Funds, including ICMA-RC's low-cost index funds (see Q25).
- **Flexibility** — Participants may use RHS assets to pay medical expenses for themselves, their spouses and dependents.
- **Continued use by survivors** — At the death of the participant, the account balance is transferred to an account for the surviving spouse and/or dependents to use for their own medical expenses (see Q31).

## INTEGRAL PART TRUST

### Q5: What is the legal basis for RHS?

ICMA-RC has pioneered a new concept for offering retirement health savings to the public sector through the use of an integral part trust. The legal basis for the RHS integral part trust stems from several private letter rulings (PLRs) issued by the Internal Revenue Service (IRS) which allow non-profit organizations, including state and local government bodies, to establish "funds" which are deemed to be an "integral part" of the organization. Because the provision of welfare benefits is considered an essential function of the government, the vehicle used to fund the activity is also considered part of the governmental entity, and enjoys the entity's tax-exempt status.

ICMA-RC has crafted program documents for you to use based on a PLR obtained from the IRS for an initial adopting employer. Your use of a similar trust document will provide you with assurance that your Program is also within the IRS's requirements. (This is identical to the assurance provided when you use ICMA-RC's model 457 plan documents.) A copy of the RHS PLR will be provided to

you by ICMA-RC in the Adoption Booklet provided in the adoption process (see Q14).

Please note that the information in this document takes into account only the federal tax rules related to ICMA-RC's VantageCare Retirement Health Savings Plan. Prior to implementing an RHS plan, the employer is responsible for determining that there are no state or local laws that would prohibit it from offering the plan or any of the selected options to its employees.

### Q6: Why isn't there an IRS determination letter available for RHS?

Although Voluntary Employees' Beneficiary Associations ("VEBAs") require an IRS determination letter, Integral Part Trusts are not required to follow this procedure. There is also no procedure available for determination letters for Health Reimbursement Arrangements ("HRA"). (See Q12.) ICMA-RC has obtained a Private Letter Ruling (PLR) on the underlying funding vehicle (see Q5).

### Q7: What are the requirements for qualifying as an "integral part" of a governmental employer?

In order for a trust to qualify as an "integral part" of the employer, the employer must exert "substantial control" directing the plan and must have "substantial financial involvement".

"Substantial control" simply means that the employer controls the integral part entity by holding the power to amend or terminate it, and by naming the parties that manage the daily operations of the entity. These parties include trustees appointed by the employer to hold title to trust assets on behalf of the employer. The trustees can be named solely by the employer, named in conjunction with the employee group(s) covered by the Trust, or can be a directed trustee hired by the employer.\* ICMA-RC's model trust agreement gives the employer the authority to amend or terminate the trust and to name the trustees. Thus, the requisite level of control is automatically present.

"Substantial financial involvement" means that the employer has the primary responsibility for funding the trust. The IRS considers direct employer contributions, mandatory contributions of accumulated unused leave and mandatory contributions from compensation to be "employer" contributions for this purpose (see Q18).

*\* Employers that are interested in obtaining the services of a directed trustee can contact ICMA-RC for additional information.*



### Q8: What constitutes an eligible employer?

Any state or local government employer or its agency or instrumentality is eligible to use the program. Employers wishing to pursue adoption may contact their ICMA-RC Retirement Plans Specialist or call 1-800-326-7272 to initiate a discussion on adoption.

### Q9: How does RHS compare to a VEBA or 401(h) plan? Can these assets be transferred to an RHS plan?

The RHS Program may be less restrictive than either a Voluntary Employees' Beneficiary Association (VEBA) or a Section 401(h) medical account. The chart on the next page lays out the similarities and differences among these three types of retirement medical funding vehicles.

Based on advice of ICMA-RC's counsel, assets of the employer that are in a VEBA or 401(h) may potentially be transferred to RHS accounts for the individual employees covered. However, the employer should obtain a termination letter for the VEBA or a determination letter on the 401 plan to which the 401(h) account is attached to ensure that the qualified status of the retirement assets is protected.

If there are general assets of the employer that are held for future retiree health care costs, they may be transferred to RHS so long as the individual employee doesn't have a vested interest in the assets (i.e., no option to receive the assets in cash rather than transferring them to the RHS program).

ICMA-RC will work with employers on a case-by-case basis to determine if their existing retiree health assets are transferable and to assure an efficient transition. Employers should also consult with their own counsel.

### Q10: Are assets in the employer's integral part trust accessible to the employer and/or its general creditors?

The employer/plan sponsor and its general creditors do not have access to the assets in the RHS integral part trust. The assets in the trust are reserved for the stated purpose of being for the "exclusive benefit of the participants, their spouse and dependents." This security measure is language similar to that used in describing a trust for qualified 401 and 457 deferred compensation plan assets.

### Q11: How does RHS compare to a Health Savings Account?

Health Savings Accounts ("HSAs") were enacted by the Medicare Prescription Drug, Improvement, and Modernization Act of 2003. Individuals that are participating in a "high deductible health plan" may be able to establish and make contributions, subject to statutory limitations, to an HSA. The HSA assets are primarily used to cover current health expenses, such as the deductible amount under the health plan. Most insurance premiums, including those of the high deductible health plan, cannot be paid through the HSA prior to age 65. Any HSA assets remaining in the account at termination of retirement can be used to pay for retiree health care costs.

VantageCare RHS is primarily a post-employment health savings program sponsored by an employer. There is no need for an individual employee to be participating in a high deductible health plan in order to participate in RHS. There is no statutory limit on RHS contributions. Insurance premiums may be reimbursed when the participant attains the eligibility criteria established in the adoption agreement. There is no prohibition on use prior to age 65.

If you are interested in additional information on the differences between the two types of health savings programs, please contact your ICMA-RC Retirement Plans Specialist or call 1-800-326-7272.

### Q12: Is the RHS Plan a Health Reimbursement Arrangement?

The IRS issued guidance regarding "health reimbursement arrangements" or "HRAs" in 2002, 2005, and 2006.

ICMA-RC administers RHS as an HRA and the program is fully compliant with the most recent HRA guidelines:

- Contributions qualify as employer contributions;
- Assets are available only for health expenses;
- Unused assets carry forward to subsequent years;
- The plan reimburses only the participant, spouse, and dependents.

### Q13: Does ICMA-RC offer a program specifically for employer prefunding of retiree health care liabilities?

Yes. ICMA-RC's VantageCare RHS Employer Investment Program ("EIP") is available to help employers fund their retiree health liabilities under the Governmental Accounting

Program Feature	VantageCare RHS	Section 401(h) Account*	VEBA*
Legal Basis of Funding Vehicle	Private Letter Rulings and Treas. Reg. 301.7701-1(a)(3)	IRC Section 401(h)	IRC Section 501(c)(9)
Types of Contributions Allowed <ul style="list-style-type: none"> <li>• Employer</li> <li>• Mandatory Employee Unused Leave</li> <li>• Mandatory Employee Pre-Tax</li> </ul>	Available Available  Available	Available Unclear+  Available with 414(h) "pick-up"	Available Available  Available
Limit on Contributions	None	Limited to 25% of total Section 401 Plan contributions (or 33% of retirement contributions)	None for governmental VEBA
Tax Treatment of Earnings	Tax-deferred	Tax-deferred	Tax-deferred
Types of Benefits Allowed	<ul style="list-style-type: none"> <li>• Health</li> <li>• Survivor health benefits</li> </ul>	<ul style="list-style-type: none"> <li>• Health</li> </ul>	<ul style="list-style-type: none"> <li>• Health</li> <li>• Death Benefit</li> <li>• Other welfare benefits</li> </ul>
Tax Treatment of Participant Health Benefits	Tax-free	Tax-free	Tax-free
Participation	<ul style="list-style-type: none"> <li>• Mandatory for covered employees</li> </ul>	Mandatory for covered employees	Mandatory for covered employees
Treatment of Assets Remaining After Employee's death	<ul style="list-style-type: none"> <li>• Balance remains available to surviving spouse and dependents for medical expenses</li> <li>• If no survivors, balance reverts to the employer or remains in the trust and is reallocated to participants or to offset direct employer contributions</li> </ul>	Must revert to the employer	Determined by VEBA provisions: balance may be forfeited back to trust or remain available to survivors
Application of welfare plan non-discrimination rules bargained plans (see Q34)	Apply to self-insured, non-collectively bargained plans	Apply to self-insured, non-collectively bargained plans	Apply to self-insured, non-collectively bargained plans
Assets subject to claims of employer's creditors?	No	No	No
IRS ruling required?	No	Part of qualified Section 401 plan determination letter	Yes

\* Please note that the theoretical ability of a 401(h) or VEBA to include a particular feature does not suggest that the programs currently offered to local governments are structured with these features. ICMA-RC makes available an RHS summary chart that may be useful in comparing other programs to RHS.

+ ICMA-RC is not aware of an existing 401(h) program that allows this feature.



Standards Board's ("GASB") pronouncement on reporting for Other Post Employment Benefits ("OPEB"). The GASB rules require state and local government employers to account for the cost of promised retiree health benefits over the working lives of employees. By prefunding these costs in a dedicated integral part trust (see Q5 through 7) through EIP, employers can offset their financial reporting liability, as well as help assure that the assets will be there to pay the promised benefits.

Contact your ICMA-RC Retirement Plans Specialist or call ICMA-RC at 1-800-326-7272 for more information about EIP.

## ESTABLISHING AN RHS PLAN - PLAN DESIGN, ADOPTION AND IMPLEMENTATION

### Q14: What is the adoption procedure for establishing an RHS Plan?

1. The employer first talks to an ICMA-RC Retirement Plans Specialist and reviews the benefits and features of the RHS program and how they may apply to the employer's current needs and capabilities. A preliminary decision is made on the following:
  - a. Whether benefits will apply to all employees or to a specific group or collective bargaining unit (if applicable).
  - b. What contributions will be made and what the funding formula(s) will be.
  - c. What medical benefits the program will reimburse.
  - d. When employees will become eligible for benefits.
2. The employer makes a decision to proceed with the adoption and implementation process. The employer notifies the Retirement Plans Specialist that it is ready to proceed and undertake a complete evaluation of relevant adoption materials.
3. The employer meets with covered employee groups as appropriate. These may include collective bargaining groups.
4. ICMA-RC supplies the employer with the VantageCare RHS Adoption Booklet. This booklet contains all materials necessary to adopt the plan.
5. The necessary documents are prepared:
  - VantageCare RHS Plan Adoption Agreement. ICMA-RC provides this document as part of the Adoption Booklet. All specifics of the employer's program are outlined in the Adoption Agreement. (See Q15 and Q16.)
  - RHS Declaration of Trust. ICMA-RC provides a model trust declaration in the Adoption Booklet. (See Q15.)

- Welfare benefit plan (if one does not already exist – see Q15). The RHS Adoption Booklet includes a sample plan which may be adopted by the employer.
  - Administrative Services Agreement. This document contains the agreement for the plan administration services provided by ICMA-RC to the employer's RHS plan.
6. The employer obtains governing body approval to establish the RHS Program. ICMA-RC provides both a model resolution and a model affirmative statement in the Adoption Booklet.
  7. Employer returns completed documents to ICMA-RC.
  8. ICMA-RC establishes the employer's plan and notifies the employer.
  9. The employer holds enrollment meeting(s) and submits employee enrollment information via EZLink.
  10. The employer begins to transmit data and contributions to ICMA-RC via EZLink (see Q38 and 39).

### Q15: What documents govern the RHS Plan?

The provisions of an employer's RHS Program are governed by three documents that collectively comprise the VantageCare Retirement Health Savings Plan. All three documents are provided by ICMA-RC as part of the adoption process.

**VantageCare Retirement Health Savings Plan Adoption Agreement:** The Adoption Agreement specifies the details of the employer's RHS Program. For example, the Adoption Agreement details employee eligibility requirements, sources of contributions, the level of contributions, vesting provisions (if any), the types of medical benefits that will be funded by the RHS trust, and procedures to be followed in case of the death of the employee. See Q16 for more information on employer options in the RHS program.

**VantageCare RHS Declaration of Trust:** The Declaration of Trust establishes the legal entity ("integral part trust") that holds the assets set aside to pay for employees' retirement health benefits. As part of the adoption process, ICMA-RC provides a model trust agreement that has already received approval by the IRS for another employer for the basic plan concepts. (See Q5.) Alternatively, this document may be drafted by you in conjunction with your human resources or benefits counsel. However, if you develop your own Trust agreement, it must be reviewed by ICMA-RC prior to adoption to ensure compliance with integral part trust rules and conformity with ICMA-RC's administration of the RHS program.

**The welfare benefit plan:** A written document should be in place in order to offer any tax-advantaged welfare benefit

plan, and you may have one in place already. This document(s) identifies the underlying benefits available to the employee/retiree such as medical, dental and long-term care coverage. As part of the adoption agreement process, ICMA-RC provides a sample welfare benefit plan that can be executed if an appropriate plan is not already in place.

You may want to review all RHS documents with your own counsel prior to adoption.

## Q16: What plan design features are available under the RHS Program?

The RHS Program has been designed to both (1) allow the employer flexibility in establishing its Plan to best meet the needs of its employees and (2) minimize the administrative effort by the employer. In completing the RHS Plan Adoption Agreement, the employer may make choices regarding the following features.

1. **Employee groups:** The employer can determine which groups of employees will be included in the RHS Plan (e.g. all employees, full-time employees, or a specific unit of collectively-bargained employees). A separate plan should be adopted for each group if features requiring varied administration by ICMA-RC are selected for different groups (e.g. different vesting schedules).
2. **Employee plan eligibility criteria:** The employer can establish a minimum age and/or period of service for participation. Employee participation in the Plan is mandatory.
3. **Contributions:** The employer can determine the funding types and levels (e.g., direct employer contributions and/or mandatory employee contributions). (See Q18.)
4. **Vesting:** The employer may establish a vesting schedule for direct employer contributions if desired. (All employee contributions are automatically fully vested.)
5. **Forfeitures:** The employer determines how forfeited funds will be used when an employee separates from service prior to becoming fully vested, or in the case that assets must revert to the trust after the participant's or survivor's death (see Q31).
6. **Benefit eligibility:** The employer determines when participants will become eligible to use their RHS assets for medical benefits (e.g., at retirement or upon attainment of a certain age). (See Q26.)
7. **Permissible medical benefits:** The employer can choose the types of medical expenses that will be reimbursed by the RHS Plan. (See Q27.)

## Q17: How do your employees get started?

1. The employer announces the RHS Plan to employees, notifies them of their eligibility to participate, and informs them of the Plan provisions as selected in the Adoption Agreement. ICMA-RC will provide a customized Announcement Letter which may be used for this purpose. ICMA-RC also provides enrollment kits containing forms and necessary information.
2. The employee completes the enrollment form and returns it to the employer. The enrollment form includes participant indicative data (e.g., name and address) and survivor information (see Q31).
3. Once the employer receives the completed enrollment form, the employer verifies the participant's eligibility to participate, and transmits the participant data to ICMA-RC via EZLink (see Q39). The employer retains the enrollment forms. If there are employee contributions, the enrollment forms may be used to establish payroll processing.
4. ICMA-RC sets up the participant's account that day, if the enrollment information is received prior to 4:00 p.m. Eastern Time.
5. ICMA-RC sends the participant a welcome letter the business day following the establishment of the new account.
6. The participant can make changes to the account, including investment allocation (see Q25), by VantageLine, ICMA-RC Online Account Access or by speaking to an ICMA-RC Investor Services associate.
7. If any employees are eligible for benefits upon enrollment, the employer should notify ICMA-RC of their benefit eligibility through EZLink when the employee is enrolled. The employee should also complete a VantageCare RHS Benefit Eligibility Form. (See Q26.)

## CONTRIBUTIONS

### Q18: What types of contributions can be made to the RHS Plan?

All contributions must be specified in the Adoption Agreement. These contributions may be any or all of the following:

- **Direct employer contributions**

Direct employer contributions can be either a flat dollar amount or a percentage of earnings for each participating employee. Alternatively, the employer's plan may provide for a discretionary contribution, to be determined each year.

No FICA (Social Security and Medicare) or income tax applies to the contributed funds, and, if used for participant, spouse or dependent medical expenses, no FICA or income tax will be due at distribution.

The RHS Program default is immediate 100% vesting for direct employer contributions, but, when desired, the employer can establish a vesting schedule.

- **Mandatory unused leave contributions\***

The RHS Plan can also provide for contributions of unused sick, vacation and other types of leave. No FICA or income tax applies to the contributed funds and, if used for participant, spouse or dependent medical expenses, no FICA or income tax will be due at distribution.

These mandatory unused leave contributions are required by the employer's plan — employees may not choose whether or not to make these contributions. The contribution formula may provide for annual contributions or balloon contributions at the time of retirement. The employer can establish an unused leave contribution formula that best fits the needs of its covered employees. Contributions of unused leave are always 100% vested.

- **Mandatory pre-tax contributions of compensation\***

A plan may require individuals to contribute a certain portion of their salary. For example, the employer might grant a salary increase of which part is paid to the individual and the other portion directed to RHS for all covered employees. Alternatively, the employer might mandate that all or a portion of an incentive payment be contributed to the RHS Plan.

Employees may not choose whether or not to make these contributions; they are required by the employer's plan. Mandatory pre-tax contributions are always 100% vested. As with mandatory unused leave contributions, neither the employer nor the employee will pay FICA or income tax on the contributed funds, and, if used for participant, spouse or dependent medical expenses, no FICA or income tax will be due at distribution.

See Q40 for information on non-discrimination rules that may apply.

*\* These contributions are treated as employer contributions by the IRS and not subject to FICA or income tax. Since they are considered employer contributions by the IRS, these contributions satisfy the requirement for "substantial financial involvement" as required by the integral part trust rules (see Q7). However, ICMA-RC will recordkeep the contributions separately in employer (subject to vesting) and employee pre-tax (mandatory leave and mandatory pre-tax) sources.*

## Q19: How are RHS contributions reported on the employee's Form W-2?

Because direct employer and pre-tax employee contributions are not taxable wages and are not subject to FICA taxation (see Q36), these contributions are not reportable at all on

Form W-2. (The employer may report these contributions for information purposes in Box 14 "Other", if desired.)

See Q40 for information on payments that may be taxable under the welfare plan nondiscrimination rules.

## Q20: What are some examples of contributions allowed by employers?

Employer #1 has chosen to provide all of the following types of contributions for employees on a mandatory basis.

- Flat dollar contribution for all employees in the amount of \$350 to a reimbursement account covering all medical expenses;
- 1% of each full-time employee's salary above \$35,000 as a direct employer contribution to an account that reimburses only for insurance premium reimbursement in order to eliminate any potential for nondiscrimination issues (see Q40);
- 10% of an employee's accumulated sick leave at the time an employee leaves service with the employer, if the employee has at least 10 years of service with the City.

Employer #2 contributes \$1,300 per employee per year. In addition, at retirement, the dollar equivalent of accrued vacation and sick leave up to \$40,000 per retiree is contributed on a mandatory basis.

Employer #3 contributes on a mandatory basis:

- Annual unused sick leave as prescribed in the existing employee contract;
- One-time bonuses and awards;
- Annual unused vacation accruals exceeding 320 hours;
- Annual unused administrative leave, not to exceed 64 hours;
- All unused sick leave not to exceed 500 hours upon retirement or other separation of service;
- All unused administrative leave and vacation accrual on retirement or separation.

Employer #4 contributes direct employer contributions equal to 3% of compensation per employee, plus additional 1% of compensation for employees contributing annual leave of 16 hours per year. An employee who has accrued 40 or more hours of unused annual leave must contribute on a mandatory basis all such leave over 40 hours to a maximum of 16 hours per year.

Employer #5 may make a discretionary direct employer contribution; the level of the contribution will be determined each year by the governing board. In some years, no employer contribution will be made.

Other employers use age, years of service and date of hire as part of the formulas that determine contributions.

## Q21: Are there limits to the amount of contributions that may be made in a given year?

There are no percentage or dollar limitations on the amount of contributions to RHS made on a tax-advantaged basis to RHS.

## Q22: How are the contributions coordinated with Section 457 and 401 plans?

Contributions to RHS are not coordinated with and do not offset contributions that may be made to Section 457 and 401 plans. However, there may be an indirect impact relative to mandatory pre-tax contributions. Since these contributions reduce "gross compensation" for Form W-2 purposes, they may lower the base on which the contributions to a 457 or 401 plan are calculated, depending upon the terms of the 457 or 401 plan. ICMA-RC's model 457 and 401 plan documents include RHS contributions as compensation for retirement plan contribution calculations (see Q18).\*

*\* Note that RHS contributions will not be counted as compensation for purposes of the statutory limits on 457 and 401 plan contributions.*

## Q23: Are contributions made to the account included in "pensionable" compensation?

The definition of compensation covered by the employer's pension will need to be examined to determine whether any of the RHS contribution types are considered part of compensation on which pension benefit calculations are made. The employer should contact the pension plan provider to determine proper treatment.

## Q24: When does the employer make contributions?

The employer can elect to send contributions to ICMA-RC at any interval (e.g., weekly, bi-weekly, monthly, quarterly, annually, at retirement or at some other prearranged date). The employer can remit the contributions via check or electronic funds transfer (EFT).

## PLAN INVESTMENTS

### Q25: Where will RHS assets be invested?

The investment funds available to RHS participants are ICMA-RC's Vantagepoint Funds. These variety funds consist

of actively managed funds, model portfolio funds, index funds, and lifecycle funds.

Upon initial enrollment in the RHS Program, a participant's investment allocation is automatically established as the Vantagepoint Milestone Fund.\* The participant may subsequently change the investment allocation for future contributions at any time through ICMA-RC's VantageLine (toll-free automated service line), internet-based Account Access ([www.icmarc.org](http://www.icmarc.org)), or an ICMA-RC Investor Services Representative. Additionally, existing balances can be transferred among the Vantagepoint Funds at anytime through VantageLine, Account Access or an ICMA-RC Investor Services representative.

*\* Please be advised that with "Fund of Funds" arrangements, additional underlying fees may apply. Please consult the prospectus for details.*

When ICMA-RC is notified of a participant's death, the account balance will automatically be transferred into the Vantagepoint Money Market Fund. Moving the account balance into the Vantagepoint Money Market Fund may provide protection to the employee's spouse/dependents against a market downturn. This will avoid potential problems arising from a reduction in the value of a participant's account due to a drop in the market. The spouse/dependents may transfer the account balance from the Money Market Account into the investments of their choice at any time.

## MEDICAL BENEFITS AND PLAN DISTRIBUTIONS

### Q26: At what point are employees eligible for and what procedure do they follow to begin receiving medical benefits?

The employer determines the benefit eligibility criteria for participating employees via the Adoption Agreement (see Q15). The RHS program has been designed to allow the employer the flexibility to choose the benefit eligibility criteria that best meets the needs of its employee group. For example, the employer might select separation from service or "retirement"\* as the appropriate time for benefit eligibility. Alternatively, a specific age (e.g., 65) could be chosen, or a combination of separation and a specific age.

*\* If the employer selects "retirement" as the primary eligibility criteria, a secondary criteria (e.g., age 55) must also be provided for. Employees that separate from service prior to "retirement" will become eligible for benefits under the secondary criteria.*

There are two steps that must be taken when an employee becomes eligible for medical benefits. Benefit payments cannot be processed until both steps are completed.

- The employer must notify ICMA-RC via EZLink (see Q39) when an employee becomes eligible under the employer's chosen criteria.



- The employee must complete and send the VantageCare RHS Plan Employee Benefit Eligibility Form to the third party claims administrator (see Q33). This form provides information on the spouse and eligible dependents.

The employee will then be able to submit reimbursement requests directly to the third-party claims administrator on the VantageCare RHS Plan Benefits Reimbursement Request Form, available through the employer or ICMA-RC. Medical expenses incurred before the participant is eligible for RHS benefits will not be reimbursed.

## Q27: What medical benefits can be provided to participating employees?

When adopting the RHS Plan, the employer chooses the medical expenses that may be reimbursed to participating employees. The employer may offer reimbursement for all qualifying medical expenses as defined in Internal Revenue Code Section 213 (i.e., medical costs that would otherwise be deductible to the employee on his or her individual income tax return) other than direct long-term care expenses.\*

*\* Direct long-term care expenses are defined as amounts paid for long-term care (of a custodial rather than medical nature) other than through a long-term care insurance policy. Qualified long-term care insurance premiums are allowable expenses under the RHS plan to the extent they are deductible for federal income tax purposes.*

Alternatively, the employer may choose specific medical expenses that may be reimbursed. For example, reimbursements may be made available only for health insurance premiums, COBRA premiums, Medicare supplemental insurance premiums, dental insurance premiums, out-of-pocket medical costs, qualified long-term care insurance, etc. The employer may allow reimbursement for only one type of expense, or for any combination of qualifying medical costs.

Information about what constitutes a qualifying medical expense can be found in IRS Publication 502, Medical and Dental Expenses, available on the IRS Web site at <http://www.irs.gov/>. Generally, the expenses permitted are all expenses "paid for diagnosis, cure, mitigation, treatment, or prevention of disease, and for treatments affecting any part or function of the body" other than direct long-term care expenses. Insurance premiums covering these expenses are also permissible, as are expenses for certain over-the-counter medications. Cosmetic surgery and expenses that may be merely beneficial (such as vacations) are not permissible.

## Q28: What circumstances permit a participant to receive assets from the account?

As the sole function of the RHS trust is to provide for medical expenses for the participant, spouse and dependents, there are no other circumstances under which the participant may receive account assets.

## Q29: Are there any emergency withdrawal provisions?

Unlike Section 457 plans, there are no provisions for withdrawals in the event of a financial hardship. However, an RHS participant that is otherwise eligible for medical expense reimbursement (see Q26) will be able to use RHS assets in the event of a medical emergency or hardship.

## Q30: What happens when a participant leaves the employer prior to benefit eligibility?

When an employee separates from service prior to attaining benefit eligibility (see Q26), the account will remain invested as directed by the participant (see Q25). The participant may transfer the assets among the available investment options at any time through VantageLine, Account Access, or an ICMA-RC Investor Services representative.

When the participant attains benefit eligibility under the terms of the employer's RHS Plan, he or she may begin using the account for tax-free reimbursement or medical expenses (see Q26).

## Q31: What happens to the account balance when the participant dies?

An important feature of the RHS Program is that it provides for continuing benefits for survivors of deceased participants.

- Surviving spouse and/or dependent(s): Upon the participant's death, remaining assets will be transferred to an account for continuing tax-free use by the surviving spouse and/or dependents for their own qualifying health expenses. If there are assets remaining upon the death of the spouse and all dependents, they will remain in the RHS trust to be used as a "forfeiture" in the employer's RHS plan.

- No surviving spouse or dependent(s): If the participant is not survived by a spouse or dependents, any remaining assets will revert to the RHS trust to be used as a "forfeiture" in the employer's RHS plan.

See Q36 for a discussion of the tax treatment of survivor benefits.

## PROCEDURES FOR MEDICAL EXPENSE REIMBURSEMENT

### Q32: Who will pay medical benefit claims?

The participant (or his/her survivor) will make the initial payment for medical expenses that are paid directly to the service or insurance provider. The employer may also make the initial payment for insurance premiums.

Reimbursement for eligible benefits (whether direct expenses or insurance premiums) will be handled by a third-party administrator (TPA) hired by ICMA-RC. The TPA will reimburse the participant or employer on receipt of completed benefit reimbursement forms. An exception to this procedure exists for situations where the participant has recurring expenses (e.g. insurance payments). In this case, reimbursement can be made on an automatic payment basis to the participant after the appropriately completed request is filed with the TPA.

In situations where the employer pays insurance premiums on behalf of the participants, the employer may request reimbursement directly from the TPA by using the appropriate form. An automatic reimbursement can be established for recurring premium payments.

### Q33: Who is the third-party claims administrator?

Meritain Health, Inc., is a third-party claims administrator hired by ICMA-RC to perform administrative services for the RHS program as directed by ICMA-RC. Meritain Health is the country's largest provider of services for self-funded health plans. Meritain Health serves over 1,500 self-funded clients, and is familiar with the workings of ICMA-RC's RHS Program.

All questions regarding claims should be directed to Meritain Health at 1-888-587-9441. Meritain's claims representatives are available from 8:00 a.m. to 5:00 p.m. Eastern Time.

### Q34: Is the third-party claims administrator HIPAA compliant?

The third-party claims processor utilized by ICMA-RC for the RHS program (see Q33), has instituted procedures to comply with Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requirements. At the request of employers, ICMA-RC will sign HIPAA "business associate" agreements after legal review of the agreement.

### Q35: What is the procedure for reimbursement? How long does it take?

When a participant becomes benefit-eligible, the employer notifies ICMA-RC and the participant notifies the third-party claims administrator (see Q26). The participant may then submit medical claims for reimbursement on the VantageCare RHS Plan Benefits Reimbursement Request Form. The claim is reviewed to ascertain that the individual is benefit-eligible and that the expense is covered by the employer's plan. If these conditions are met, the claim is processed and paid. All claims will be paid, suspended, or denied in writing within 30 days. Most claims are paid within 10 days. If claims are denied, there is an appeal process, which ends with a final determination on any denied claim by the employer. The RHS Plan Employer Manual includes a detailed description of the appeal process (see Q43).

## TAXES

### Q36: How are payments from RHS accounts treated for tax purposes?

RHS benefits paid in the form of medical expense reimbursements will never be taxed to the participant, his or her spouse, or dependents (whether paid before or after the death of the participant). No income tax withholding or reporting is required, and the benefits need not be reported at all by the recipient on his or her income tax return.

### Q37: What is the employer's responsibility with respect to tax reporting and remittance?

The responsibilities of the employer relative to FICA taxes and federal and state income taxes are outlined in the RHS Plan Employer Manual (see Q43).

Employers are responsible for income tax reporting of payments deemed taxable under the welfare plan nondiscrimination rules (see Q40). These payments are reported on Form W-2.

## ADMINISTRATIVE

### Q38: Are there any ongoing employer responsibilities related to the administration of the RHS Program?

The primary responsibilities of the employer are to provide enrollment materials to employees when they become eligible to enroll in the Program and to send RHS contributions and contribution detail to ICMA-RC. Ongoing responsibilities include the following:

- Provide enrollment data via EZLink (see Q39).
- Retain file copies of paper employee enrollment and change forms.
- Submit all RHS Plan employee information changes (e.g., address changes) via EZLink.
- Provide benefit eligibility dates, termination dates, and reason for termination via EZLink.
- Perform non-discrimination testing and tax reporting, if required (see Q40).

### Q39: What is EZLink?

EZLink is an Internet-based program developed by ICMA-RC that provides employers with greater control over plan administration. EZLink gives employers electronic access to a wide range of plan specific information, transaction-processing capabilities such as contribution processing, enrollments and indicative data changes and keeps employers up-to-date on the latest in plan changes. RHS Plan administration is done almost entirely through EZLink - participant enrollment, account changes, benefit eligibility notification, and termination notification are all communicated to ICMA-RC electronically via the Internet. More information on EZLink is available from the Client Services Team at ICMA-RC's Corporate Office. Please call 1-800-326-7272.

### Q40: Are there nondiscrimination requirements that apply to the RHS Plan?

As with your other health and welfare benefit plans, RHS plans are generally covered by nondiscrimination requirements found under Internal Revenue Code Section 105(h). These rules are

similar to the non-discrimination rules that apply to cafeteria plans and flexible spending accounts.

There are three circumstances under which an RHS plan will not be subject to these requirements:

1. If your RHS Plan is limited to one or more collective bargaining groups.
2. If your RHS Plan limits reimbursement to insurance premiums only (health insurance premiums, Medicare supplemental insurance premiums, Medicare Part B insurance premiums, COBRA insurance premiums, long-term care insurance premiums, etc.)
3. If your plan makes equal dollar contributions for each participant.

If your RHS Plan falls into one of the three categories above, health and welfare nondiscrimination requirements will not apply.

What does all this mean for your RHS Plan?

It means that if your plan covers only a collective bargaining unit, or only reimburses only insurance premiums, or has flat dollar contributions, you can establish it without concern for the nondiscrimination requirements. Otherwise, you need to consider the nondiscrimination requirements when developing your Program. Plans that do not meet nondiscrimination requirements are not disallowed; they must test non-insurance benefit reimbursements. Should your plan be determined to not meet the nondiscrimination requirements, the effect will be that the non-insurance benefits paid to a highly compensated individual may be taxable to those individuals.

You may want to consider talking to your benefits counsel regarding your responsibilities for testing this and other welfare benefit plans.

### Q41: What types of reports will employers and employees receive?

The RHS employer will receive two types of statements for an RHS Plan –

- Quarterly Summary Plan Statements provided by ICMA-RC listing information on contributions, investment earnings, and distributions for all participating employees. The statements will use the same format as ICMA-RC's 457 and 401 retirement plan statements.
- Quarterly Disbursement Report provided by the TPA summarizing all claims paid out of the employer's RHS Plan. This quarterly Disbursement Report will outline on an aggregate basis, as well as on a per-participant basis, the types of claims paid (i.e., insurance, other medical). This report will allow the employer to track participant

usage of its RHS Plan and to perform any required nondiscrimination testing.

The employer will also receive confirmations of contributions and reinvested earnings (dividends).

Note: all employer-level reports will be sent to the employer's RHS Trustee. If the employer is not the Trustee, the employer may request a copy be sent to itself as well.

RHS participants will receive Quarterly Summary Plan Statements, showing the activity in their individual RHS accounts. Participants will also receive confirmations of benefit payments, address changes, investment allocation changes, and fund to fund transfers.

## Q42: What fees does ICMA-RC charge for the RHS Program?

ICMA-RC does not charge any employer-level fees for the RHS Plan.

Each quarter, the following fees will be assessed to participant accounts. These fees will be reflected on participants' quarterly statements.

- Account fee: An annual account fee of \$30 will be charged to the participant's account on a quarterly basis (\$7.50/quarter). This fee will be waived until a participant attains benefit eligibility (see Q26).
- and
- Asset fee: An annual asset fee of 30 or 40 basis points (0.30% or 0.40% of the account) will be assessed to the participant's account on a quarterly basis.

Your ICMA-RC-administered 401 and 457 plan average participant account balance determines the asset fee that will apply to your RHS Plan. If your average participant account balance totals \$25,000 or more, the annual asset fee will be 30 basis points (0.30%). If your average participant account balance is less than \$25,000, or if you do not have a 401 or 457 plan with ICMA-RC, the annual asset fee will be 40 basis points (0.40%). When the average participant account balance in your ICMA-RC-administered section 401 and 457 plans totals \$25,000 or more (based on the balances in your retirement plans on the last day of the previous quarter, ICMA-RC will reduce the annual asset fee to 30 basis points (0.30%) for the subsequent quarter. Once the fee is set at 30 basis points it will not subsequently be increased if average account balances go below \$25,000).

Fee example:

If a participant's account balance as of the close of the prior quarter was \$10,000 and your plan has an annual asset fee of 40 basis points, the fee charged to the participant's account for the quarter will be \$17.50: a \$7.50 account fee plus a \$10 asset fee.

RHS fees are subject to change with appropriate prior notification.

## RESOURCES

### Q43: What information will I receive to assist in ongoing plan administration?

Once your RHS Plan is established, the VantageCare Retirement Health Savings Plan Employer Manual will be available on line through EZLink, the required portal for submission of enrollment, contribution, termination and eligibility information to ICMA-RC (see Q39). This document is invaluable in detailing all the administrative procedures involved in maintaining an RHS plan. You may download and print this manual if desired. The Manual includes as exhibits all forms used in plan administration and examples of confirmations for various transactions.

### Q44: Whom should I call with other questions regarding the RHS Program?

For adoption questions, your ICMA-RC Retirement Plans Specialist (RPS) is the best starting point for questions about RHS. He or she can point you to an RHS expert at ICMA-RC for technical or complex inquiries. If you don't have an RPS, you may call 1-800-326-7272.

For EZLink questions, supplies of publications and forms and administrative assistance once you have adopted the plan, you may contact ICMA-RC's Client Services Team at 1-800-326-7272. Employees will be provided a separate number to call in the program material they are provided at the time of enrollment.



Type of RHS Benefit	Income Taxes			FICA	Tax Reporting by
	Is the Benefit Income Taxable?	Is Federal Income Tax Withheld?	Is State/Local Income Tax Withheld?	Is OASDI/HI* Withheld if Applicable?	
Medical benefits paid to employee	No	No	No	No	N/A
Medical benefits paid to spouse/dependents	No	No	No	No	N/A
Payments deemed taxable under non-discrimination rules (see Q41)	Yes - to participant	No	No	No	Employer

\*OASDI = Social Security and HI = Medicare







ICMA RETIREMENT CORPORATION  
777 NORTH CAPITOL STREET, NE  
WASHINGTON, DC 20002-4240  
800-669-7400  
PARA ASISTENCIA EN ESPAÑOL LLAME AL  
800-669-8216  
[WWW.ICMARC.ORG](http://WWW.ICMARC.ORG)

BRC000-164-1207-1858-C331

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

**Meeting Date:** January 14, 2013

**ITEM: Saddlebrook Subdivision  
Storm Drain Agreement and Resolution**

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**ACTION:** Consider Storm Drain Agreement and Resolution as required by Wayne County

**DEPARTMENT/PRESENTER(S):** Patrick Fellrath, P.E., Director of Public Utilities  
Thomas Dohr, P.E., Spalding DeDecker Associates

**BACKGROUND:** Wayne County requires the Township to accept jurisdiction of storm water management systems constructed to comply with the Wayne County Storm Water Management Ordinance and Administrative Rules. The Storm Drain Agreement passes this responsibility on to the owners of the property benefitted by the drainage improvements.

**BUDGET/TIME LINE:** Final project close out is subject to approval of agreement by the Township.

**RECOMMENDATION:** Approval

<p><b>PROPOSED MOTION:</b> Move to adopt Resolution <u>2014-01-14-04</u> authorizing the Township Supervisor to sign the Wayne County Permit M-42760 and approve the Storm Drain Agreement with Robertson Brothers and authorize the Township Supervisor and Clerk to execute same.</p>
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**RECOMMENDATION:** Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

**VOTE:** \_\_\_ RR \_\_\_ RE \_\_\_ NC \_\_\_ KA \_\_\_ CC \_\_\_ BD \_\_\_ MK

**MOTION CARRIED** \_\_\_\_\_

**MOTION DEFEATED** \_\_\_\_\_



December 23, 2013

Ms Nancy Conzelman, Clerk  
Plymouth Charter Township  
9955 North Haggerty Road  
Plymouth, MI 48170

Re: Saddlebrook Subdivision  
Storm Drain Agreement

Dear Ms Conzelman:

Please find enclosed the following documents specific to the above-referenced project for your use.

1. Storm Sewer Agreement
2. Standard Resolution
3. Wayne County Permit M-42760 with Exhibits attached.

We have reviewed the property description in the Agreement and the plan of the sewers in Exhibit A of the Permit and find all to be in order and acceptable.

The following is the sequence that must be followed to finalize the agreement.

1. The form and format of the agreement must be approved by the Township Attorney.
2. The Attached resolution must be considered and approved by the Township Board of Trustees.
3. Upon Approval by the Board, the Permit should be executed by Supervisor Reaume, and the Storm Water must be executed by you and the Supervisor Reaume, properly notarized.
4. Upon execution, the Wayne County permit, with exhibits and a COPY of the resolution and a COPY of the Storm Water Agreement must be sent to Wayne County Permits at the address shown on the document for final approval.
5. Finally, once approval is granted by Wayne County, the ORIGINAL agreement, resolution, permit and exhibits should be forwarded to Wayne County Register of Deeds for recording.

I recommend making copies of documents for your files before sending them to Wayne County Permits Division and to Wayne County Register of Deeds.

By copy of this letter, I am forwarding a copy of the documents to Mr. Cronin for his review and approval. Upon receiving his approval, please schedule for Board of Trustee consideration.



## SPALDING DEDECKER ASSOCIATES, INC.

905 South Boulevard East • Rochester Hills • Michigan 48307 • Tel 248 844 5400 • Fax 248 844 5404  
www.sda-eng.com

December 23, 2013

Saddlebrook Subdivision Storm Drain Agreement

Pg 2 of 2

Upon approval by the board, I would appreciate a copy of the recorded document for my file once it is returned to the Township.

Sincerely,

**SPALDING DEDECKER ASSOCIATES, INC.**

Thomas J. Dohr, PE

Vice President and Operations Manager

CC Richard Reaume, Township Supervisor  
Patrick Fellrath, Dept of Public Utilities  
Tim Cronin, Township Attorney  
James Clark, Robertson Brothers (Owner Representative)  
Kelly Latawiec

PLYMOUTH CHARTER TOWNSHIP

RESOLUTION \_\_\_\_\_

Whereas, the Plymouth Charter Township has been requested by Robertson Brookdale, LLC to assume jurisdiction and maintenance of a certain storm drain (or storm sewer, as the case may be); and

Whereas, the Wayne County Department of Public Services for the County of Wayne is agreeable to such request and has prepared a Permit No. C-42760 to be entered into by said Wayne County Department of Public Services, the Plymouth Charter Township and Robertson Brookdale, LLC for the purposes therein stated; and

Whereas, the Plymouth Charter Township is under no legal duty to assume such jurisdiction and maintenance or to enter into the aforesaid Permit for the particular benefit of Robertson Brookdale, LLC and the property served by the storm drain and it is necessary for the public health, safety and welfare that said storm drain be maintained and such maintenance be without cost or expense to the Plymouth Charter Township; and

Whereas, Robertson Brookdale, LLC as willingly and freely affirmed the desire and intent to execute and record instruments for the purpose of insuring that the Plymouth Charter Township will be held harmless from all costs and expenses in any way pertaining to the Plymouth Charter Township assuming the aforescribed maintenance and jurisdiction or to the aforesaid Permit being executed by the Plymouth Charter Township.

NOW, THEREFORE, BE IT RESOLVED that the Plymouth Charter Township shall assume jurisdiction and maintenance of the storm drain servicing the premises at the street address of 6905 Telegraph Rd. Ste 200 Bloomfield Hills, MI 48301 and owned by Robertson Brookdale, LLC.

FURTHER, BE IT RESOLVED that the Supervisor and Clerk of the Plymouth Charter Township are authorized and empowered to execute Permit No. C-42760 of the Wayne County Department of Public Services in behalf of the Plymouth Charter Township; and

FURTHER, BE IT RESOLVED that the Supervisor and Clerk of the Plymouth Charter Township are authorized and empowered to execute the Storm Drain Agreement in behalf of the Plymouth Charter Township together with Robertson Brookdale, LLC in the form and substance of the instrument presented to this Board.

Moved By:

Supported By:

Yes:

No:



The foregoing Resolution was adopted by the Board of Trustees of the Plymouth Charter Township at their meeting of \_\_\_\_\_, 20\_\_\_\_, and I, the Clerk of the Plymouth Charter Township, do hereby certify that the foregoing Resolution is a true and genuine copy of the original Resolution which is in my keeping in the official records of the Plymouth Charter Township.

PLYMOUTH CHARTER TOWNSHIP

\_\_\_\_\_  
Nancy Conzelman, Clerk

Dated: \_\_\_\_\_20,\_\_\_\_.

## STORM DRAIN AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2013, by and between the PLYMOUTH CHARTER TOWNSHIP, a Municipal Corporation, 9955 North Haggerty Road, Plymouth, Michigan 48170, hereinafter referred to as "TOWNSHIP", and Robertson Brookdale, LLC whose address is 6905 Telegraph Rd. Ste 200 Bloomfield Hills, MI 48301 hereinafter referred to as "PROPRIETOR", in consideration of the TOWNSHIP adopting a Resolution assuming jurisdiction and maintenance of a certain storm drain, a copy of which is attached as Exhibit A and incorporated by reference, and executing a certain Permit, a copy of which is attached as Exhibit B and incorporated by reference, with the WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES, COUNTY OF WAYNE, MICHIGAN, a public body corporate, providing certain duties and obligations undertaken by the TOWNSHIP in respect to a storm drain for the ultimate proximate benefit of PROPRIETOR and the special benefit of land within the PLYMOUTH CHARTER TOWNSHIP, County of Wayne and State of Michigan, hereinafter termed "SPECIALLY BENEFITED DISTRICT", described as:

Property Tax Identification	Property Address
78-056-05-0001-000	9395 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0002-000	9385 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0003-000	9375 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0004-000	9365 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0005-000	9355 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0006-000	9345 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0007-000	9335 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0008-000	9325 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0009-000	9315 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0010-000	9305 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0011-000	9295 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0012-000	9285 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0013-000	9275 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0014-000	9265 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0015-000	9280 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0016-000	9290 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0017-000	9300 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0018-000	9310 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0019-000	9320 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0020-000	9330 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0021-000	9340 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0022-000	9350 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0023-000	9360 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0024-000	9370 Saddlebrook Ct. Plymouth Township, MI.
78-056-05-0025-000	9380 Saddlebrook Ct. Plymouth Township, MI.

78-056-05-0026-000  
78-056-05-0027-000

9390 Saddlebrook Ct. Plymouth Township, MI.  
9400 Saddlebrook Ct. Plymouth Township, MI.

**Legal Description:**

A part of the Southeast 1/4 of Section 33, Town 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan; being more particularly described as commencing at the Center of said Section 33; thence South 00°01'14" West, 435.59 feet, along the North and South 1/4 line of said Section 33 and the centerline of McClumpha Road, (said point being North 00°01'14" East, 2206.68 feet from the South 1/4 Corner of said Section 33); thence South 89°44'10" East, 43.00 feet, to a point on the Easterly line of said McClumpha Road and the POINT OF BEGINNING; thence continuing South 89°44'10" East, 398.16 feet, along the South line of "New England Corners", Wayne County Condominium Plan No. 184, as recorded in Liber 21779, on Page 500, Wayne County Records; thence North 00°10'40" West, 130.68 feet, along the East line of said "New England Corners"; thence South 89°44'10" East, 217.62 feet; thence South 00°04'02" West, 1021.76 feet, to a point on the North line of "Westbriar Village Subdivision No.2", as recorded in Liber 98 of Plats, on Pages 57 and 58, Wayne County Records; thence North 89°43'02" West, 415.14 feet, (previously recorded as South 89°56'20" East), along the North line of said "Westbriar Village Subdivision No.2"; thence North 47°54'35" West, 174.26 feet; thence North 88°55'12" West, 70.00 feet, to a point on the Easterly line of said McClumpha Road; thence North 00°01'14" East, 773.74 feet, along the Easterly line of said McClumpha Road, to the POINT OF BEGINNING. All of the above containing 12.868 acres. All of the above being subject to easements, restrictions and right-of-ways of record.

and said storm drain, or the portion thereof, being assumed for jurisdiction and maintenance, is pictorially set forth on attached Exhibit B, incorporated by reference.

NOW, THEREFORE, in consideration of the foregoing and of these presents, TOWNSHIP and PROPRIETOR agree as follows:

1. The PROPRIETOR shall prepare and submit to the TOWNSHIP for review and approval by the TOWNSHIP, in its sole discretion, all construction and as built plans and specifications for the storm drains as the TOWNSHIP may require.

2. Upon completion of the PROPRIETOR'S construction, payment by the PROPRIETOR of the TOWNSHIP'S inspection and review fees, and submission of approved as built plans and specifications, the TOWNSHIP shall assume jurisdiction of the storm drain and maintain the same at its own cost and expense, subject to complete reimbursement of the same by the owners (at any time hereafter) of all lands in the aforescribed SPECIALLY BENEFITED DISTRICT and subject to such security and bonds as the TOWNSHIP may require of the PROPRIETOR.

3. The PROPRIETOR and the owners, their agents, heirs, successors and assigns, of all lands in the SPECIALLY BENEFITED DISTRICT shall defend, indemnify and save harmless from risk of loss and all expenses, costs, interest, actual attorneys' fees, settlement sums and judgments, if any, the TOWNSHIP from any claims, demands, actions, damages and injuries of any kind, nature or description which may hereafter at any time be made against the TOWNSHIP, whether directly or indirectly, on account of, arising from or occurring as a result of the design, construction, use, maintenance, repair, discharge to, violation of the Clean Water Act, or operation, or the omission of any of the same, of the storm drain and the appurtenances, connections, attachments and appliances thereof.

The PROPRIETOR and the owners, their agents, heirs, successors and assigns, shall be subject to the provisions of Ordinance No. 99, which provides, in pertinent part, for the creation of liens upon the SPECIALLY BENEFITED DISTRICT in favor of TOWNSHIP for any and all amounts unpaid by the SPECIALLY BENEFITED DISTRICT to the TOWNSHIP as a result of any claims, demands, actions, damages and injuries of any kind, nature or description which may hereafter at any time be made against the TOWNSHIP, whether directly or indirectly, on account of, arising from or occurring as a result of the design, construction, use, maintenance, repair or operation, or the omission of any of the same, of the storm drain and the appurtenances, connections, attachments and appliances thereof.

4. The PROPRIETOR, and the successors and assigns of same, and the owners of all lands in the SPECIALLY BENEFITED DISTRICT shall fully and faithfully perform each and all of the particular and the general conditions of the Permit, being Exhibit B.

5. PROPRIETOR shall constitute the following language as a restriction and covenant running with all of the land described as the SPECIALLY BENEFITED DISTRICT and binding upon all owners of said lands, and their agents, heirs, assigns and successors:

(a) The PLYMOUTH CHARTER TOWNSHIP, its successors, assigns, agents, independent contractors and employees, is hereby granted an irrevocable license to enter upon and across all land at any time for the purposes of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drain which is the subject of a certain Storm Drain Agreement, dated \_\_\_\_\_, 2013, between the PLYMOUTH CHARTER TOWNSHIP AND Robertson Brookdale, LLC therein referred to as PROPRIETOR, and which are subject to a Permit between the PLYMOUTH CHARTER TOWNSHIP and the WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES, WAYNE COUNTY, MICHIGAN dated \_\_\_\_\_, 2013.

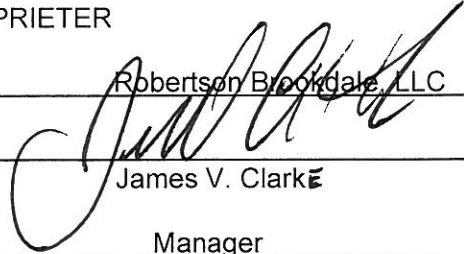
(b) The owner(s) of the land, and their agents, heirs, successors and assigns, shall be jointly and severally liable for all costs and expenses incurred by the PLYMOUTH CHARTER TOWNSHIP, together with reasonable charges for its administration, supervision and management, in inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drain which is the subject of paragraph (a), immediately hereinbefore set forth. Such costs, expenses and charges shall be due and owing upon the PLYMOUTH CHARTER TOWNSHIP communicating the same in writing to the last known address of said PROPRIETOR filed with the Township Clerk and to the address of owner(s) as set forth on the then existing tax roll by first class mail, postage prepaid, and a proof of service of said mailing shall be conclusive evidence of the fact of actual notice to all persons, firms, corporations, associations or entities to whom such mailing was addressed. The foregoing shall not be the exclusive right or remedy of the PLYMOUTH CHARTER TOWNSHIP, rather all rights and remedies otherwise provided to the PLYMOUTH CHARTER TOWNSHIP by statute, ordinance, agreement or other provisions of this instrument shall be available to the PLYMOUTH CHARTER TOWNSHIP.

Further, the PROPRIETOR shall forthwith record this Storm Drain Agreement with the Wayne County Register of Deeds at PROPRIETOR'S sole cost and expense and furnish to the TOWNSHIP satisfactory evidence of such recording.

Wherever in this instrument the term "storm drain" is utilized, it shall be read to mean the same as "storm sewer".

IN WITNESS WHEREOF, the parties hereto have caused this Storm Drain Agreement to be executed by their respective, duly-authorized officers and their seals to be affixed hereto all as of the day and year first above written.

PROPRIETER

Robertson Brookdale, LLC  
By:   
James V. Clark  
Its: Manager

PLYMOUTH CHARTER TOWNSHIP

By: \_\_\_\_\_  
Richard Reaume

Its: \_\_\_\_\_  
Supervisor

By: \_\_\_\_\_  
Nancy Conzelman

Its: \_\_\_\_\_  
Clerk

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of December, 2013,  
by James V. Clark Manager of Robertson Brookdale, LLC, a Michigan Corporation, on behalf of the  
Corporation.

THEONE THOMAS  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Dec 18, 2019  
ACTING IN COUNTY OF Wayne

Theone Thomas  
Notary Public  
Wayne County, Michigan  
My Commission Expires: 12/19/2019

STATE OF MICHIGAN)  
 )ss.  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 20 \_\_\_\_ by Richard M. Reaume, Supervisor of Plymouth Charter Township and NANCY  
Conzelman Clerk of Plymouth Charter Township, a Michigan municipal corporation, on behalf of the  
Plymouth Charter Township.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Wayne County, Michigan  
My Commission Expires: \_\_\_\_\_

When recorded, return to:

Nancy Conzelman, Clerk  
Plymouth Charter Township  
9955 North Haggerty Road  
Plymouth, MI 48170

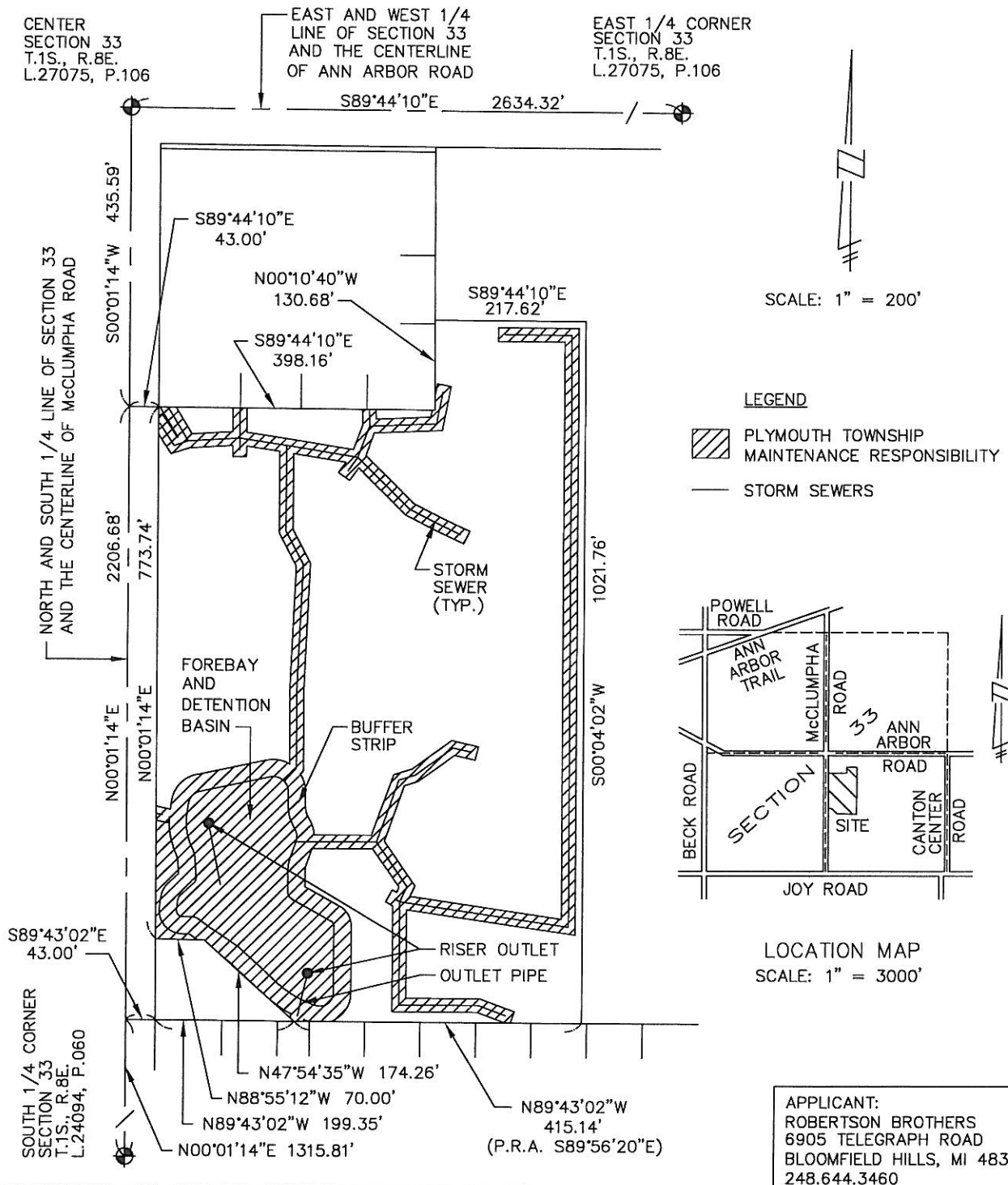
Drafted by:

Ronald E. Witthoff, Esq.  
Hemming, Polaczyk, Cronin,  
Smith, Witthoff & Bennett, P.C.  
217 W. Ann Arbor Road, Suite 302  
Plymouth, MI 48170



# EXHIBIT A

## PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM



**SEIBER, KEAST & ASSOCIATES, INC.**  
CONSULTING ENGINEERS

40399 GRAND RIVER AVENUE, SUITE 110 NOV, MI 48378-2123  
248.473.7860



**MILLETICS AND ASSOCIATES**  
LAND SURVEYORS

REVISIONS		
NO.	ITEM	DATE

**SADDLEBROOK OF PLYMOUTH**  
LONG-TERM MAINTENANCE PERMIT  
SEC. 33, T.1S., R.8E.  
PLYMOUTH TOWNSHIP  
WAYNE COUNTY, MICHIGAN

SCALE: AS SHOWN  
JOB NO.: 03-14  
DATE: JULY 29, 2005  
CHECKED BY: TJC

SHEET  
1  
OF  
1

## **EXHIBIT B**

### **LONG-TERM MAINTENANCE PLAN**

Property Information: Saddlebrook of Plymouth  
Plymouth, Michigan 48170

Applicant: Charter Township of Plymouth  
42350 Ann Arbor Road  
Plymouth, Michigan 48170

Property Owner: Robertson Brookdale, L.L.C.  
6905 Telegraph Road, Suite 200  
Bloomfield Hills, Michigan 48301

Permit Number: \_\_\_\_\_

#### **A. Physical Limits of the Storm Water Management System**

The storm water management system (SWMS) subject to this Long-term Maintenance Plan (Plan) is depicted on Exhibit A to the Permit and includes without limitation the storm sewers, swales, manholes, catch basins, storm water inlets, forebay, detention basin, outlet structure, emergency overflow, buffer strip, and closed conduits and watercourses that convey flow from the detention basin to Tyler Creek.

For purposes of this Plan, this storm water management system and all of its components as shown on Exhibit A is referred to as Saddlebrook Storm Water Management System.

#### **B. Time Frame for Long-Term maintenance Responsibility**

The Charter Township of Plymouth is responsible for maintaining the Saddlebrook Storm Water Management System, including complying with applicable requirements of the Wayne County soil erosion and sedimentation control program, until Wayne County releases the construction permit. Long-term maintenance responsibility for the Saddlebrook Storm Water Management System commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

#### **C. Manner of Ensuring Maintenance Responsibility**

The Charter Township of Plymouth has assumed responsibility for long-term maintenance of the Saddlebrook Storm Water Management System. The resolution by which the Charter Township of Plymouth has assumed maintenance responsibility is attached to the Permit as Exhibit C. Robertson Brookdale, L.L.C. and its successors or assigns, through a maintenance agreement with the Charter Township of Plymouth, has agreed to perform the maintenance activities required by this Plan. The Charter Township of Plymouth retains the right to enter the property and perform the necessary maintenance of the Saddlebrook Storm Water Management System if Robertson Brookdale, L.L.C. and its successors or assigns fails to perform the required maintenance activities.

To ensure that the Saddlebrook Storm Water Management System is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit A), this Plan (Exhibit B), the resolution attached as Exhibit C, and the maintenance agreement between the Township and the Property Owner will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded document will be provided to the County.



#### **D. Long-Term Maintenance Plan and Schedule**

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance, and remedial actions). Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed. The following list supplements Table 1 and provides more information about site specific activities:

- While performing maintenance, chemicals should not be applied to the forebay, detention basin, watercourses or anywhere in the 25 foot buffer strip around surface waters and along watercourses.



**WAYNE COUNTY  
DEPARTMENT OF PUBLIC SERVICES**

COUNTY OF WAYNE, MICHIGAN  
33809 Michigan Avenue  
Wayne, MICHIGAN 48184  
(734) 595-6504

72 HOURS PRIOR TO  
ANY CONSTRUCTION,  
CALL (734) 595-6504  
FOR INSPECTION

---

72 HOURS BEFORE YOU DIG  
DIAL MISS DIG  
1-800-482-7161

PERMIT NO.  
**C-42760**

ISSUE DATE 08/10/05	EXPIRES
REVIEW NO. R05-137	WORK ORDER

**PERMIT TO CONSTRUCT, OPERATE, USE, AND/OR MAINTAIN**

PROJECT NAME \*\*\*\*\*

**MAINTENANCE AGREEMENT (SADDLEBROOK OF PLYMOUTH)**

LOCATION

CITY/TOWNSHIP:

McCLUMPHA ROAD

PLYMOUTH TOWNSHIP

PERMIT HOLDER  
Plymouth Township  
46555 Port Street  
Plymouth, MI 48170

CONTRACTOR:

CONTACT                      PHONE                      24 HOURS PHONE

Tom Hollis                      (734)                      453-8131

CONTACT                      PHONE                      24 HOUR PHONE

**DESCRIPTION OF PERMITTED ACTIVITY**

Permit to maintain the storm water management system in accordance with the drawing attached as Exhibit "A", the terms of the Long-Term Maintenance Plan attached as Exhibit "B", the Wayne County Storm Water Management Ordinance and Administrative Rules.

1. Plymouth Twp. shall assume jurisdiction over and accept responsibility for maintenance of the storm water management system(s) to ensure that the storm water management systems function properly as designed and constructed. The Twp.'s responsibilities under this permit shall include, without limitations, (a) any and all monitoring and preventative maintenance activities set forth in the plan; (b) any and all remedial actions necessary to repair, modify or reconstruct the system and (c) any other activities or responsibilities for maintenance of the storm water management system as may be set forth in the Ordinance, Administrative Rules, the plan or this permit.
2. The Twp. shall perform all monitoring, maintenance, remedial and other responsibilities required by the Wayne County Ordinance, Administrative Rules, the plan this permit, in perpetuity and at its sole cost expense.
3. The Twp. shall prepare, execute and (if necessary) record any and all agreements, contracts and other documents that may be required to perform its obligations hereunder and ensure maintenance of storm water management systems at the project in perpetuity.

If Wayne County finds it necessary to adjust or relocate all or any portion of the permitted storm water management system, the Twp. shall cause this adjustment or relocation to be accomplished at no expense to the County. Prior to any work being performed in the right-of-way, a permit shall be secured from the Wayne County Department of Public Services. See Permit C-42755 for construction of this site.

**REQUIRED ATTACHMENTS:**

EXHIBIT A: Map Depicting Physical limits of Storm Water Management System

EXHIBIT B: Long Term Maintenance Plan

EXHIBIT C: Binding Agreement (e.g. community resolution)

PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS

IN CONSIDERATION OF THE PERMIT HOLDER AGREEING TO ABIDE BY AND CONFORM WITH ALL TERMS AND CONDITIONS HEREIN, A PERMIT IS HEREBY ISSUED TO THE ABOVE NAMED TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN WITHIN THE ROAD RIGHT-OF-WAY, COUNTY EASEMENT AND/OR, COUNTY PROPERTY. THE PERMITTED WORK DESCRIBED ABOVE SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPROVED PLANS, MAPS, SPECIFICATIONS, AND STATEMENTS FILED WITH THIS OFFICE WHICH ARE INTEGRAL TO AND MADE PART OF THIS PERMIT. FURTHERMORE, THE GENERAL CONDITIONS AS WELL AS ANY REQUIRED ATTACHMENTS ARE INCORPORATED AS PART OF THIS PERMIT.

X \_\_\_\_\_  
PERMIT HOLDER/AUTHORIZED AGENT

\_\_\_\_\_  
DATE

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

YCC  
\_\_\_\_\_  
PREPARED BY

\_\_\_\_\_  
VALIDATED BY PERMIT COORDINATOR

\_\_\_\_\_  
DATE

## GENERAL CONDITIONS

1. **Specifications.** All work performed under this permit shall be done in accordance with the approved plans, specifications, maps, statements, and special conditions filed with the County and shall comply with the Wayne County Permit Specifications included as an attachment to this permit.
2. **Fees.** The PERMIT HOLDER shall be responsible for all fees incurred by the County in connection with this permit and shall deposit the fees and costs as determined by the County at the time the permit is issued.
3. **Bond.** The PERMIT HOLDER and/or the CONTRACTOR shall furnish a bond in cash or certified check in an amount acceptable to the County to guarantee performance under the conditions of this permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs, or damage incurred by the County through the granting of this permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the PERMIT HOLDER shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited in the County Road Fund and become a part thereof unless claimed by the depositor within one year of the date of satisfactory completion of the construction authorized by this permit.
4. **Insurance.** The PERMIT HOLDER and/or the CONTRACTOR shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The PERMIT HOLDER or the CONTRACTOR shall maintain this insurance until the permit is released, revoked, or cancelled by the County.
5. **Indemnification.** The PERMIT HOLDER and/or the CONTRACTOR shall indemnify, hold harmless and defend Wayne County, the Wayne County Department of Public Services, its officials and employees against any and all claims, suits, and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the PERMIT HOLDER or the CONTRACTOR or to the joint negligence of the PERMIT HOLDER or the CONTRACTOR and the County, arising out of any and all work performed under this permit, or in connection with work not authorized by this permit, or resulting from failure to comply with the terms of this permit, or arising out of the continued existence of the work product that is the subject of his permit.
6. **Start and Completion of Work.** This permit shall not become operative until it has been fully executed by the County. The PERMIT HOLDER or the CONTRACTOR shall notify the County at least 72 hours before starting construction and shall notify the County when work is completed. The PERMIT HOLDER or the CONTRACTOR or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.
7. **Safety.** The PERMIT HOLDER and the CONTRACTOR agree that all work under this permit shall be performed in a safe manner and to keep the area affected by this permit in a safe condition until the work is completed and accepted by the County and to furnish, install, and maintain all necessary traffic controls and protection in accordance with the Michigan Manual of Uniform Traffic Control Devices.
8. **Underground Utilities.** The PERMIT HOLDER or the CONTRACTOR shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. The presence or absence of utilities is based on the best information available, and the County is not responsible for the accuracy of this information. The PERMIT HOLDER and the CONTRACTOR assume all responsibility for the interruption and damage to underground utilities.
9. **Assignability.** This permit is not transferable and is not assignable without the written consent of the County.
10. **Limitation of Permit.** This permit does not relieve the PERMIT HOLDER and the CONTRACTOR from meeting any and all requirements of law, or of other public bodies or agencies. The PERMIT HOLDER and/or the CONTRACTOR shall be responsible for securing and shall secure any other permits or permission necessary or required by law from governmental agencies and jurisdictions, corporations, or individuals.
11. **Restoration.** The PERMIT HOLDER and the CONTRACTOR agree to restore the county road, the county road right-of-way, county drain easement or county park property, to a condition equal to or better than its condition before work under this permit began.
12. **Acceptance.** Acceptance by the County of work performed does not relieve the PERMIT HOLDER and/or the CONTRACTOR of full responsibility for work performed or the presence of the permitted facility. The PERMIT HOLDER acknowledges that the County has no liability for the presence of the PERMIT HOLDER'S facility located within the county road right-of-way, county drain easement, or county park property.
13. **Cost Responsibility.** The design, construction, operation, and maintenance of all work covered by this permit shall be at the PERMIT HOLDER'S expense with the exception that the PERMIT HOLDER will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.
14. **Revocation.** This permit may be suspended or revoked at the will of the County and, upon order of the County, the PERMIT HOLDER and the CONTRACTOR shall surrender this permit, cease operations, and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The PERMIT HOLDER and the CONTRACTOR expressly waive any right to claim damages for compensation resulting from the revocation of the permit.
15. **Violation.** This permit shall become immediately null and void if the PERMIT HOLDER or the CONTRACTOR violates the terms of this permit and the County may require immediate removal of the PERMIT HOLDER'S facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the PERMIT HOLDER'S expense. The PERMIT HOLDER and the CONTRACTOR agree that in the event of a violation of the terms of this permit or in the event the work authorized by this permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.
16. **Design.** The PERMIT HOLDER is fully responsible for the design of the permitted facility, such design being consistent with applicable County standards, specifications, guidelines, and requirements, and with good engineering practice.

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

**Meeting date: January 14, 2013**

**ITEM: Fire Department SAFER Grant**  
-----

**BRIEF:**

**ACTION: Accept the Department of Homeland Security (DHS) Federal Emergency Management Agency's (FEMA) Grants Program FY 2013 Staffing for Adequate Fire and Emergency Response (SAFER) Grant in the amount of \$1.33 million for a minimum of six (6) additional full time firefighters.**

**DEPARTMENT/PRESENTER(S):** Supervisor Richard M. Reaume  
Fire Chief Mark Wendel

**BACKGROUND:** Awards made under the Hiring of Firefighters Category require the support of the governing body prior to acceptance of the award and the understanding of the long-term obligations of a SAFER grant, no layoffs during the grant period. The 90 day recruitment/hiring period began Friday, January 10, 2014 and thereafter the two-year grant reimbursement period for new firefighter wages and benefits. See attached for additional information.

**BUDGET/TIME LINE:** General Fund – Fire Department/2014-2016

**RECOMMENDATION: APPROVE**

**PROPOSED MOTION:**

**I move to approve the FEMA Grant Program Directorate FY 2013 SAFER Grant and authorize the Fire Chief to acknowledge and accept the award within the Assistance to Firefighters eGrants system.**

**RECOMMENDATION:** Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

**VOTE:** \_\_ KA \_\_ CC \_\_ RD \_\_ MK \_\_ RE \_\_ NC \_\_ RR

MOTION CARRIED \_\_\_\_\_ MOTION DEFEATED \_\_\_\_\_

## Wendel, Mark

---

**From:** firegrants@dhs.gov  
**Sent:** Friday, January 10, 2014 4:00 AM  
**To:** Wendel, Mark  
**Subject:** Award Notification (Application Number: EMW-2013-FH-00257)

Congratulations!

Your grant application submitted under The Department of Homeland Security (DHS) Federal Emergency Management Agency's (FEMA) Grant Programs Directorate FY 2013 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program has been approved for award. Please go to the Assistance to Firefighters eGrants system at <https://portal.fema.gov> to accept or decline your award. Enter the same User Name and Password used to complete the online application as requested on the login screen.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select View Award Package from the drop down menu; click Go to view your Award Package. After review of your award package, you will need to indicate either your acceptance or declination of award. PLEASE NOTE: If you wish to accept the award, you should do so immediately as the 90-day recruitment period has begun. When you have finished, please print your award package for your records.

As a reminder, awards made under the Hiring of Firefighters Category require the support of your governing body prior to acceptance of the award. Therefore, by accepting this award you are confirming that you have discussed this application with your local officials and that there is a clear understanding of the long-term obligations of a SAFER grant and that both the department and governing body are committed to fulfilling the requirements of this grant immediately upon acceptance.

If you choose to decline the award, you waive all future rights to this award.

If you accept your award, you will now see a link on the left side of the screen that says Update 1199A in the Action column.

Click this link as it will take you to the SF-1199A Direct Deposit Sign-up Form. If you have not done so already, please complete the SF-1199A on-line. When you have finished, you must submit the form electronically. Then, using the Print 1199A button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form.

After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed, you will receive an email indicating the form is approved. After which you will be able to request payments online.

If you have any questions regarding your SF-1199A, please call 1-866-274-0960.



## What is the purpose of SAFER?

The purpose of SAFER Grants is to provide funding directly to fire departments and national, state, local, or tribal organizations representing the interests of volunteer firefighters to assist them in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire related hazards, and to fulfill traditional missions of fire departments. SAFER Grants achieve this purpose by funding: (1) the hiring of new firefighters, (2) the rehiring of firefighters that have been laid off, (3) the retention of firefighters facing imminent layoffs, or (4) the filling of positions that were vacated through attrition. Additionally, SAFER grants fund fire departments and national, state, local, or tribal organizations representing the interests of volunteer firefighters to assist with the recruitment and retention of volunteer firefighters.

### Are there any funding limits for SAFER?

There are no annual salary limits, and there are no cost-sharing requirements for funds under the FY 2013 appropriations.

### Which categories of activities are eligible for funding under SAFER?

SAFER is a competitive/discretionary grant program comprised of two categories:

1. **Hiring of Firefighters** grants provide financial assistance to help fire departments rehire firefighters that have been laid off, retain firefighters facing imminent layoffs, fill positions that were vacated through attrition or hire new firefighters. The goal is to assist departments to ensure they have adequate personnel to respond and safely perform at incident scenes, providing protection from fire and fire-related hazards for their communities. **This category provides two-year grants to assist fire departments by paying the salaries and benefits of the SAFER-funded firefighters.**
2. **Recruitment and Retention of Volunteer Firefighters** grants are to assist fire departments and national, state, local or tribal organizations with the recruitment and/or retention of volunteer firefighters that are involved with, or trained in, the operations of firefighting and emergency response. The goal is to create a net increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies likely to occur within the fire department's geographic response area. **Recruitment and Retention category grants can have a period of performance of up to four years.**

### If a department is applying for both SAFER grant categories - Hiring of Firefighters and Recruitment and Retention of Volunteer Firefighters, does the department need to submit two different narrative statements?

Departments interested in applying for both a Hiring grant and a Recruitment and Retention grant must submit **two separate applications, one for each category**. Each application will require its own unique narrative statement.

### Are SAFER grants “renewable” after the period of performance?

No. SAFER is a competitive/discretionary grant program. Program funds are not renewable and funding is available to grantees during the period of performance associated with the award. Current or former grantees do not have a competitive advantage over applicants that have not previously received a SAFER grant award.

## Hiring of Firefighters

### Who is eligible to apply for funding in the Hiring of Firefighters category?

Career, combination and volunteer fire departments may apply for funding in the Hiring of Firefighters category.

### What are eligible expenses in the Hiring of Firefighters category?

The only allowable costs under the Hiring of Firefighters category, for new or rehired firefighters, are salary and associated benefits (actual payroll expenses). SAFER funding will pay for the total salary and benefit costs for each funded position.

### What are some ineligible expenses in the Hiring category?

- Pre-application costs, such as grant writer fees, administrative costs, and indirect costs associated with hiring of firefighters
- Costs to train and equip firefighters (However, the salaries and benefits of firefighters hired under the SAFER Grants funding while engaged in training are eligible if the firefighter is employed by the department.)
- Uniforms and physicals

### What is the Period of Performance (POP) under the Hiring category?

The FY 2013 SAFER Period of Performance for the Hiring of Firefighters category is two years.

### Are firefighters hired prior to award eligible under the Hiring category?

Firefighters hired and/or rehired prior to award are not eligible under the hiring category. The only exception is those positions under the retention activity.

### What are the requirements for the matching funds in the Hiring of Firefighters category?

There are no matching funds requirements for Hiring grants.

### What happens after the grant concludes? Does a department have to retain the SAFER-funded firefighters employed?

Awarded recipients have no obligation to retain the SAFER-funded firefighters after the conclusion of the period of performance for FY 2013 SAFER awards.

### What type of firefighter positions will be funded?

Only full-time firefighter positions will be funded. Full-time positions are those funded for at least 2,080 hours per year. (i.e., 40 hours per week, 52 weeks per year)

Volunteer and mostly volunteer fire departments may hire individuals to fill officer-level positions (e.g., chief, fire inspector, training officer, safety officer). However, as the goal of SAFER Grants is to enhance incident scene safety, all applicants must certify that the primary assignment (more than 50 percent of duties) of all SAFER-funded Firefighters will be an operational assignment (fire suppression) regardless of collateral duties.

The grant program will consider funding job-share positions if sufficient justification is provided.

### What is a job-share position?

A job-share position is a full-time position occupied by more than one person. For FY 2013, there is not a cap on the number of employees who may share a single job-share position.

### Can a department apply for job-share positions if it has never previously utilized job-share employees?

For applicants who are applying under the rehire, retention, and/or attrition activities, if your department did not utilize job-share positions prior to the time of application, then you will not be eligible to apply for such positions. New job-sharing positions are only eligible for applicants applying in the new hire activity.

### If a fire department receives a SAFER award, how much time does it have to hire the firefighters?

For all grantees under the Hiring of Firefighters category for both hiring new firefighters or for rehiring firefighters, a default 90-day recruitment period begins when the application is approved for award.



The two year period of performance automatically starts after the 90-day recruitment period, regardless of whether the grantee has successfully hired the requested firefighters.

If a grantee is able to rehire or hire their SAFER-funded Firefighters during the 90-day recruitment period, the period of performance may begin at that time. For grantees awarded under the Retention category, the period of performance can begin immediately. However, in both cases, grantees must submit an amendment requesting that the period of performance start before the end of the 90-day recruitment period. The period of performance cannot be started later than 90 days after the recruitment period.

#### **Can grantees submit a payment request for pre-award expenditures?**

Pre-award expenditures are not reimbursable in the Hiring category. However, costs incurred after award but prior to the start of the official period of performance (i.e. during the 90-day recruitment period) are eligible for reimbursement. Any costs incurred prior to the period of performance will be charged against the total grant budget. **Firefighters hired prior to the date of award are not eligible for SAFER funding unless the award is for retaining firefighters.**

#### **The 2013 SAFER Funding Opportunity Announcement states that grantees cannot layoff any firefighters during the two-year period of performance. What if the department loses positions to retirement or other attrition? Must it fill those vacancies?**

For the two-year period of performance all FY 2013 grantees awarded in the Hiring category are required to maintain their staffing at the level that existed at the time of award, in addition to the SAFER-funded positions.

At the time of award, grantees under the Hiring of Firefighters category must submit a current (pre-SAFER) roster listing paid operational/firefighting personnel in support of NFPA 1710 or NFPA 1720, who are in full-time or job share positions. The program office will work with a grantee to establish the correct staffing maintenance number which combines the number of pre-SAFER and SAFER hires. Once this is established, grantees must agree to maintain this number throughout the two year period of performance by taking active and timely steps to fill any vacancies.

Grantees who are unable (due to documentable economic hardship) to fill firefighting positions that are vacated through attrition (e.g., resignation, retirement) may petition FEMA for a waiver of staffing maintenance requirements. An approved waiver allows a grantee to decrease and reestablish the staffing maintenance number agreed to at the time of award by the number of positions that a grantee is unable to fill. In order to qualify for this waiver, the economic hardship must affect the entire public safety sector in a grantee's jurisdiction, not solely the fire department. **Waivers will not be granted for SAFER-funded positions. Grantees who fail to maintain this level of staffing risk losing the federal funds awarded under this grant.**

#### **What is the difference between layoff notices that need to be submitted for rehiring and retention?**

- **Rehiring** - Requests for grants to rehire laid-off firefighters are limited to requesting the number of firefighter positions **already lost** due to layoffs enacted between January 1, 2008, and the application deadline (August 30, 2013).
- **Retention** - Requests for grants to retain firefighters who face imminent layoff are limited to those firefighters that **have been issued a formal layoff notice** that specifies a date for the layoff action that is prior to the start of the application period and within 120 days of the close of the application period (December 28, 2013)

#### **Do departments need to provide a copy of the layoff notice if they want to rehire or retain firefighters? How can an applicant attach this documentation to the online application?**

Yes. A copy of the official, signed, and issued layoff notices that correspond to the positions being requested must be attached to the Hiring grant application for applicants who request funds to rehire firefighters who were laid off or to retain firefighters at risk of layoff. When you select the Rehire and/or Retention option in the Request Details section of the application, an option will appear that directs you to attach an electronic copy of the layoff notice. The layoff notices may be in either a PDF or a Microsoft Word document. You may attach multiple documents if needed. **(Note: only .doc and .pdf files will be accepted)**.

#### **A department hired SAFER firefighters in a prior year's grant with a contract that expires this year and the firefighters will not be laid off, but their jobs will be terminated. Can the fire department apply for an FY 2013 SAFER grant to keep them employed?**

Yes, in this case the fire department may apply for a grant to retain the firefighters; however we strongly

encourage you to contact the Program Office to discuss the documentation that must be included for your unique situation.

## National Standards for SAFER

### What standards does SAFER involve?

The industry minimum standards to be addressed by SAFER are the staffing and deployment sections of: **NFPA 1710, Section 5.2.4.2 (Initial Full Alarm Assignment Capability)**, which primarily applies to all-career fire departments and at the combination department's election; and **NFPA 1720 Section 4.3 (Staffing and Deployment)**, which primarily applies to all-volunteer fire departments and combination departments that elect to comply with NFPA 1710. The NFPA established a link providing information regarding these standards at [www.nfpa.org/SAFERActGrant](http://www.nfpa.org/SAFERActGrant).

### NFPA 1001

#### Standard for Firefighter Professional Qualifications (FFI and II)

This standard identifies the minimum job performance requirements for career and volunteer firefighters whose duties are primarily structural in nature. The purpose of this standard is to specify the minimum job performance requirements for firefighters. It is not the intent of the standard to restrict any jurisdiction from exceeding the requirements.

### NFPA 1582

#### Standard on Comprehensive Occupational Medical Program for Fire Departments

To help fire departments ensure that personnel are medically capable of performing their required duties, the 2013 NFPA 1582 incorporates current research and knowledge to present the latest provisions for a comprehensive occupational medical program. The Standard provides separate chapters for the medical evaluation of candidates/prospective employees and for the occupational medical and fitness evaluations for department members. Requirements are equated against the essential job tasks based on several NFPA Professional Qualification Standards and apply to career, volunteer, private, industrial, governmental, and military fire departments. Recruitment and Retention applicants should refer to NFPA 1582 Chapter 6, Medical Evaluations of Candidates 6.1 and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members (<http://www.nfpa.org/freeaccess>) for specific physical requirements.

## National Incident Management System (NIMS)

### **Do fire departments that receive SAFER Grants have to comply with the requirements of the National Incident Management System (NIMS)?**

Yes. Homeland Security Presidential Directive-5 requires that, beginning October 1, 2005, all recipients of federal preparedness funds (including recipients of federal grants and contracts) adopt the National Incident Management System (NIMS) as a condition for the receipt of the federal funds. Recipients of FY 2013 SAFER Grants will be considered to be in compliance with the NIMS requirement if the grantee: **(a)** Has an operational knowledge of the Incident Command System (ICS) **(b)** Has an understanding of NIMS' principles and policies. Agrees to adopt and/or comply with all directives, ordinances, rules, orders, edicts, etc., passed down by the local or state authorities with respect to incident management. Responders who have already been trained in ICS do not need retraining if their previous training is consistent with DHS standards. In order for us to document compliance, grantees will be required to certify their compliance with the NIMS/ICS requirements as part of the grant closeout process. Grantees may contact their State Emergency Preparedness Officer or State Fire Marshal for local NIMS compliance requirements.

### **For Regional applications, are all of the benefiting organizations required to be NIMS compliant or just the host applicant?**

Yes. All departments receiving equipment or services from a regional SAFER grant must be compliant with local edicts regarding NIMS.

## Miscellaneous

### **Are there targeted funding amounts for the two SAFER activities?**

A total of \$320,920,083 has been appropriated for the FY 2013 SAFER grants.

The appropriated funds are to be administered as indicated below. Specific funding parameters are highlighted as the result of a recommendation via the criteria development process or as required by Federal Fire Prevention and Control Act of 1974, as amended:

- 15 percent is set aside for the hiring of new firefighters (CD)
- 10 percent is set aside for the recruitment and retention of volunteer firefighters (15 USC § 2229a(a)(2))
- No more than 33 percent of the total amount allocated for the recruitment and retention of volunteers can be awarded to national, state, local, or tribal organizations that represent the interests of volunteer firefighters (CD)
- 10 percent is set aside for grants awarded to volunteer or majority volunteer departments for hiring of firefighters. A majority volunteer fire department is made up of more than 50 percent of personnel who do not receive financial compensation for their services, other than life, health, and worker's compensation insurance, or a nominal stipend payment, including certain paid-on-call personnel. It may be necessary to go out of rank order to select a sufficient number of applications in order to meet the 10 percent requirement. (15 USC § 2229a(a)(1)(H))

- If less than 10 percent of the funds available for the hiring of firefighters are awarded to volunteer and majority volunteer fire departments, the remaining funds must be transferred to provide grants for the recruitment and retention of volunteer firefighters (15 USC § 2229a(a)(1)(H))

Last Updated: 08/28/2013 - 15:18

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

**Meeting date: January 14, 2014**

**ITEM: Architectural Services New Park Pavilion**  
-----

**BRIEF:**

**ACTION:** Approve architectural services to provide schematic design, construction document preparation, construction contract award assistance, construction period services and preparation of final "as built" drawings. Oral presentations from the three lowest bidders (their proposals are provided in the packet) will be delivered Monday afternoon, January 13, 2014 and a recommendation will be forwarded to the Plymouth Township Board of Trustees for its review and approval at the meeting.

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

**BACKGROUND:** See attached

**BUDGET/TIME LINE:** General Fund/2014

**RECOMMENDATION:** **APPROVE**

**PROPOSED MOTION:**

**I move to award the architectural services for the new park pavilion to \_\_\_\_\_  
\_\_\_\_\_ in the amount of \$ \_\_\_\_\_ .**

**RECOMMENDATION:** Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

**VOTE:** \_\_\_ KA \_\_\_ CC \_\_\_ RD \_\_\_ MK \_\_\_ RE \_\_\_ NC \_\_\_ RR

MOTION CARRIED \_\_\_\_\_ MOTION DEFEATED \_\_\_\_\_

## ARCHITECTURAL SERVICES FOR PARK PAVILION

The Charter Township of Plymouth issued an RFP – Request for Qualifications/Proposal requesting architectural services to provide contract plans, specifications, cost estimates for construction, and construction management services for a new Park Pavilion at Plymouth Township Park. In addition, the Architect will prepare a Phasing Plan and the request for proposals (R.F.P.) for Construction of the new park pavilion.

The Scope of Work included:

- Schematic Design: a complete set of Architectural drawings
- Construction Document Preparation: plans and specifications necessary to secure approvals and permits and to solicit sealed bids for the construction of the work
- Contract Award Assistance: assistance to the owner in connection with advertising for and securing bids and awarding construction contracts
- Construction and Guarantee: construction period services including inspections, approvals of shop drawings, payment requests and change orders, conducting and recording periodic progress meetings, preparation of final “as built” drawings

The Township received 17 proposals ranging from a low of \$13,300 to a high of \$69,655 (see attached bid tabulation sheet). As outlined in the RFP the Township narrowed the list of proposals to three (3) finalists, the three lowest bidders.

Dennis Robare Architect	\$13,300
Hartman Architects	\$21,500
D. S. Wright & Associates, P.C.	\$22,880

The oral presentations will take place on Monday afternoon, January 13, 2014 before a panel consisting of the Supervisor, Clerk, Treasurer and Community Development Director/ Planner Jana Radtke.

As outlined in the RFP, the following criteria will be used to evaluate proposals:

- Fee structure
- Relevant experience
- Project schedule
- Proposed methodology
- References
- Qualifications of the firm and personnel assigned to the project
- Capacity of the firm to provide the full scope of services requested

The three firms were requested to provide presentations and are aware a recommendation will be forwarded to the Plymouth Township Board of Trustees for its review and approval.

# ~ Charter Township of Plymouth ~

PROJECT NAME: Architectural Services CTOP Park Pavilion

BID DUE DATE: 12/30/2013

TIME: 2:00 PM

Page 1 of 3

CONTRACTOR NAME & ADDRESS	ADDENDUM (IF APPLICABLE)	BID BOND/ CASHIER'S CHECK	BID AMOUNT
Sidock Group, Inc. 45650 Grand River Ave. Novi, MI 48374	N/A	N/A	36,000.00
Design Team	N/A	N/A	69,655.00
James S. Jacobs Architects. PLLC 25 Washington Street Monroe, MI 48161	N/A	N/A	44,950.00
Sauriol Bohde Wagner Architects and Associates, Inc. 46869 Garfield Rd. Macomb, MI 48044-5225	N/A	N/A	36,400.00
Straub Pettitt Yaste 850 North Crooks Suite 200 Clawson, MI 48017-1311	N/A	N/A	42,000.00
Mielock Associates Inc. 114 Rayson Street Northville, MI 48167	N/A	N/A	38,730.00
Dangerous Architects PC 104 South Main Chelsea, MI 48118	N/A	N/A	40,445.00



# ~ Charter Township of Plymouth ~

**PROJECT NAME:** Architectural Services CTOP Park Pavilion

**BID DUE DATE:** 12/30/2013

**TIME:** 2:00 PM

**Page 2 of 3**

CONTRACTOR NAME & ADDRESS	ADDENDUM (IF APPLICABLE)	BID BOND/ CASHIER'S CHECK	BID AMOUNT
CHMP 5198 North Territorial Road Grand Blanc, MI 48439	N/A	N/A	35,000. <sup>00</sup>
Facility – Solutions 150 S. Fifth Ave. Suite 203 Ann Arbor, MI 48104	N/A	N/A	54,000. <sup>00</sup>
The Ron Jova Collaborative 29110 Inkster Road Suite 150 Southfield, MI 48034	N/A	N/A	29,800. <sup>00</sup>
D. S. Wright & Associates, P.C.	N/A	N/A	22,880. <sup>00</sup>
John D. Kohler, Architect P.C. 1118 West Front Street Monroe, MI 48161	N/A	N/A	39,900. <sup>00</sup>
Stephen Auger & Associates (SAA) 214 South Broadway Suite 110 Lake Orion, MI 48362	N/A	N/A	30,000. <sup>00</sup>
Hartman Architects 6905 Telegraph Road Suite 101 Bloomfield Hills, MI 48301	N/A	N/A	21,500. <sup>00</sup>

## ~ Charter Township of Plymouth ~

PROJECT NAME: Architectural Services CTOP Park Pavillion

BID DUE DATE: 12/30/2013

TIME: 2:00 PM

Page 3 of 3

CONTRACTOR NAME & ADDRESS	ADDENDUM (IF APPLICABLE)	BID BOND/ CASHIER'S CHECK	BID AMOUNT
Dennis P. Robare Architect P.C. 45000 Joy Road Plymouth, MI 48170	N/A	N/A	13,300.00
Ehresman Associates, Inc. 803 W. Big Beaver Road Suite 350 Troy, MI 48084	N/A	N/A	30,800.00
OHM Advisors 34000 Plymouth Road Livonia, MI 48150	N/A	N/A	36,562.00
	N/A	N/A	
	N/A	N/A	
	N/A	N/A	
	N/A	N/A	

PLYMOUTH TOWNSHIP PARK  
IMPROVEMENTS –  
PARK PAVILION

DENNIS P. ROBARE  
ARCHITECT



**Request For Proposals**  
**Architectural Services for Charter Township of Plymouth**  
**Township Park Improvements – Park Pavilion**  
**46640 Ann Arbor Trail (at McClumpha)**  
**Plymouth, MI 48170**

**QUALIFICATIONS**

**A. Design Firm Name, Entity + History**

Dennis P. Robare Architect P.C.

- The Architectural Design Firm is a 'C' Corporation, Registered in the State of Michigan
- Dennis P. Robare – President is the sole officer
- Opened it's office in November 1991 in Plymouth Twp. Since my professional experience includes over 200 Residential and 130 Commercial buildings.

Professional + Academic interest include:

- Adaptive Reuse Buildings
- Non-Profit Grant Funded Projects
- Sustainable – Environmental Issues

**B. Summary Statement**

The Township desires to design + construct an approximate 4500 s.f. Park Pavilion Structure obtaining the following outline:

- Four season with multi-purpose areas, constructed with durable – low maintenance materials, including these elements, but not limited to:
  1. Indoor seating / warming room (approx. 1700 s.f.) with perimeter windows along east/south + west elevations.
    - Snack bar with concession window
  2. Outdoor covered picnic area (approx. 2300 s.f.)
  3. Men's and Women's ADA accessible restrooms
  4. Equipment storage + mechanical room (500 s.f.)

It will be the intent of our Design Firm to use the provided preliminary floor plan and 3D renderings as a starting point, to begin the Design Development + Refinement with the assigned owner representative(s) to achieve and construct a durable, functional + sustainable Pavilion for their citizens and municipal officers.

C. Work Plan

1. Design Development Phase Commencement:
  - Within 14 days of selection notice +/- or Contract award
2. Design Development Phase time line:
  - Not to exceed 30 days w/active owner cooperation\*
3. Construction Document Phase Commencement:
  - Within 7 days of formal owner approval of Design Development Phase
4. Construction Document Phase time line:
  - Not to exceed 45 days w/active owner cooperation\*

\*Design firm not responsible for time line delays due to owner decisions, direction or scope changes, these are estimates based upon current information.

D. Similar Scope Projects

1. Idyl Wyld Golf Club  
35780 Five Mile Rd.  
Livonia, MI  
734-464-6325  
2000 – Rental, restroom + sales office expansion + renovation

E. Resume + Background Information

Refer to included resumes of:

- Dennis P. Robare – Architect
- Melvin J. Kramer – MEP Designer

F. Personal Responsibilities + Roles

- Dennis P. Robare
  - Architect
  - Designer – Owner-Contractor Contact
  - Structural
  - Written Specifications
- Melvin J. Kramer
  - Mechanical Electrical + Plumbing Designer – Specifications
  - AutoCAD Drawings
  - Owner – Contractor Contact

G. List of References

Refer to included list of references

**INSURANCE**

1. Workers Compensation Insurance
2. Employers Liability Insurance  
Shall purchase an active policy as outlined in Request for Proposal-  
Architectural Services items 1+2, Page 3, after notice of Firm  
selection.
3. Motor Vehicle Liability Insurance  
Existing active policy on personal vehicles to be used as outlines in  
Request for Proposal – Architectural Services Item 3, Page 4.
4. General Liability Insurance  
Shall purchase an active policy as outlined in Request for Proposal –  
Architectural Services Item 4, Page 4, after Notice of Firm selection.
5. Professional Liability Coverage (error + omissions)  
Shall purchase an active policy as outlined in Request for Proposal –  
Architectural Services Item 5, Page 4, after notice of Firm selection.





Pavilion  
Request for Proposal  
Page 4.

### **LIST OF REFERENCES**

- A. MATRIX HUMAN SERVICES  
Mr. Scott A. Gifford, MSW  
Vice President of Community Development  
120 Parsons  
Detroit, MI 48201  
(313) 831-1000 Ex 1119
  
- B. Grace Baptist Church  
Mr. Keith Beauchman, Deacon  
44240 Michigan Ave.  
Canton, MI 48188  
(734) 326-8634
  
- C. City of Romulus  
Mr. Jim Wegienka  
Building Inspector  
12600 Wayne Rd.  
Romulus, MI 48174  
(734) 955-8703  
Reference Project: 'Romulus Resale Retail Store'  
30935 Ecorse Rd  
Romulus, MI 48174
  
- D. Center Mass Gun Range, Inc.  
Mr. Jeff Felts President  
33825 – 33827 Plymouth Road  
Livonia, MI 48150  
(734) 416-0047



PROFESSIONAL REGISTRATION:	Architect, State of Michigan	No. 33323	1987
	N.C.A.R.B. Certified	No. 38320	1989
	Residential Builder, Michigan	No. 85382	1989
	Building Inspector/Plan Reviewer	No. P003749	1996

TECHNICAL EXPERTISE: Dennis P. Robare has had Major Experience in many phases of the Architectural Practice including:

- Architectural Design / Construction Documents
- Written Specifications / Interior Design

EDUCATION: Master of Architect, 2009  
Bachelor of Architect, 1982  
Bachelor of Science in Architecture, 1979  
Lawrence Institute of Technology, Southfield

PROFESSIONAL AFFILIATIONS: Association of Licensed Architects – ALA  
National Council of Architectural Registration - NCARB  
Huron Valley Association of Code Officials (HuVACO)

COMMUNITY AFFILIATIONS: Wayne State University - Lecturer  
Interior Design Program Program Director

BIOGRAPHY: Dennis Robare, Master of Architecture, Lawrence Technological University, Visiting Lecturer, Area Coordinator of Interior Design, A Registered Architect, State of Michigan, Certified by the National Council of Architectural Registration Board (NCARB), Member of Association of Licensed Architects (ALA)  
Owner of Dennis P. Robare Architect P.C. Plymouth Twp., MI. Professional Experience includes designing over 200 residential and 150 commercial buildings. Academic interests include Sustainable – Environmental Issues  
Areas of Expertise include Adaptive Reuse / Non-profit Grant Funded projects and in-law suites  
A licensed Plan Reviewer + Building Inspector worked with Plymouth Twp. + City of Westland Building Depts.



Professional Resume  
D. Robare  
Page 2.

PROFESSIONAL  
EXPERIENCE:  
2009-PRESENT

- 2013 MATRIX HUMAN SERVICES  
9216 s.f. ADA accessory + energy evaluation grant  
in Detroit. Existing Peter Claver Community Center
- 2013- ROMULUS RESALE  
2012 RETAIL STORE  
3940 s.f. renovation in Romulus  
Existing retail + auctioneer sale interior +  
exterior renovation
- 2013- Grace Baptist Church  
2010 4408 s.f. renovation / addition in Canton  
Fellowship Hall renovation – vestibule addition
- 2013- Matrix Human Services  
2012 60,000 s.f. renovation in Detroit  
Existing Mt. Zion Center – Neighborhood social program  
facility – door and window replacement
- 2012 Brush Park Music Conservatory  
7800 s.f. renovation in Detroit  
Existing residence in Historic Brush Park for  
Cultural Music Center  
Exterior – Interior Renovations
- 2011 Shinola Factory Building  
87,570 s.f. Renovation in Detroit  
Finished watches + leather goods  
accessory assembly
- 2011 Wright Building  
7,440 s.f. renovation in Detroit  
Retail / Commercial / Apartments
- 2011 Belau Residence  
1715 s.f. addition + renovation in Plymouth  
Second story baths and bedrooms  
First story kitchen / bath, dining + utility rooms
- 2011 Truowski Residence  
1300 s.f Renovation in Northville  
Roof truss structural modifications,  
exterior elevations

- 2012- Center Mass Gun Range Inc.  
2010 12,700 s.f. renovation in Livonia  
Retail / Office / Range Design
  
- 2010 M + D Lawn + Landscape  
.74 acre site plan improvements in  
Dearborn Hgts  
6700 s.f. sales + warehouse improvements
  
- 2010 Cole Residence  
256 s.f. addition + renovation in Plymouth Twp  
Proposed four – season office – relaxation enclosure
  
- 2010 CLM Midwest Inc.  
3000 s.f. renovation in Canton  
Existing + Proposed office + warehouse
  
- 2009 Hill Residence  
240 s.f. addition + renovation in Canton  
Proposed two season reading – relaxation enclosure
  
- 2009 Matrix Human Services  
5250 s.f. renovation in Detroit  
Proposed Vistas Nuevas Head Start Facility
  
- 2009 Matrix Human Services  
2440 s.f. design + documentation in Detroit  
Proposed assisted living residence facility  
Documentation + second level means of egress  
Stairway
  
- 2009 Matrix Human Services  
60,000 s.f. Energy evaluation grant in Detroit  
Existing Mt. Zion Center – neighborhood social  
Program facility
  
- 2009 Allegra Print + Image Co.  
4028 s.f. renovation in Canton  
Existing + proposed office – storage mezzanine
  
- 2009 Outdoor Fun Store Co.  
4345 s.f. Renovation in Canton  
Existing + proposed office – storage mezzanine



Melvin J. Kramer, is a Mechanical, Electrical, Plumbing (MEP) Designer with 35 years of experience, working directly with Architects and Engineering Professionals for the last seven years. Providing MEP Design Services for new and existing buildings, services include: field investigation and documentation, project administration, project management, reports, punch lists, code compliance reviews as well as AutoCAD drawings for permits and construction.

Previous experience was with Sonk Associates a MEP consulting firm for 22 years.

Last year's projects included a variety of Engineering Design + Scope

Coleman A. Young Municipice Center  
5<sup>th</sup> Floor Electrical up-grade for Law Dept.  
(Completed)

Poolcorp Vault Build-out in Livonia  
MEP Design for Class #2 Hazard Storage Warehouse  
(under construction)

Grace Baptist – Fellowship Building Addition + Revision  
in Canton MEP Design  
(under construction)

Centermass Indoor Gun Range  
in Livonia MEP Design  
(completed)

Dunkin Donuts  
Chesterfield Twp.  
(completed)

Sherwood Brewing Company  
Shelby Twp.  
(completed)


Fatburger  
Auburn Hills  
(completed)

Intermezzo Wine Bar + Restaurant  
Detroit  
(completed)

## ATTACHMENT A

### FORMAL COST SUMMARY

<b>Services</b>
<b>Architectural Design Services</b> <ul style="list-style-type: none"> <li>• Design Plan</li> <li>• Schematic Design</li> </ul>
<b>Construction Documentation Preparation</b>
<b>Contract Award Assistance</b>
<b>Construction and Guarantee</b>
<b>TOTAL COST OF SERVICES</b>
<b>\$ 13,300.00</b>

<b>Company Name</b>	<b>Dennis P. Robare Architects</b>
<b>Address</b>	<b>45000 Joy Rd.</b>
<b>City, State, Zip</b>	<b>Plymouth Twp., MI 48170</b>
<b>Phone Number</b>	<b>734-451-0572</b>
<b>Email Address</b>	<b><u>dprarchitects@yahoo.com</u></b>
<b>Signature</b>	
<b>Date</b>	<b>December 30, 2013</b>



## IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan Public Act 517 of 2012, any Bidder that submits a bid on a request for proposal with Plymouth Township shall certify that Bidder is not an Iran linked business. An Iran linked business is not eligible to submit a bid on a request for proposal with the Township. See attached definitions regarding this certification.

The undersigned Bidder does hereby certify, pursuant to Michigan Public Act 517 of 2012, that:

Bidder is not a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, or

Bidder is not a financial institution that extends credit to another person if that person will use the credit to engage in investment activities in the energy sector of Iran.

Date: DECEMBER 30, 2013

PAUL F. ROBERT ARCHITECTS P.C.

By: Paul F. Robert

Its: DULDER ARCHITECT

Subscribed and sworn to before me, a Notary Public on this 30<sup>th</sup> day of DECEMBER, 2013.

Notary Public

NEIL F. McDONALD

WAYNE

County, Michigan

My Commission Expires:

08.07.2015

NEIL F McDONALD  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires Aug. 7, 2015  
Acting in the County of WAYNE





Proposal for:

# Charter Township of Plymouth Pavilion at Plymouth Township Park



**George J. Hartman  
Architects, P.C.**

6905 Telegraph Rd. St 101  
Bloomfield Hills MI 48301

248-258-5811 ph.

248-258-5812 fax

[hartman-architects.com](http://hartman-architects.com)

[hartmanarchitects@ameritech.net](mailto:hartmanarchitects@ameritech.net)



## Architectural Design

Commercial ■ Industrial ■ Medical ■ Municipal ■ Religious ■ Residential



**George J. Hartman Architects, P.C.**

6905 Telegraph Road • Suite 101  
Bloomfield Hills • Michigan • 48301  
248-258-5811 • fax 248-258-5812

December 30, 2013

Ms. Nancy Conzelman, Clerk  
Charter Township of Plymouth  
9955 N. Haggerty Road  
Plymouth, Michigan 48170

Re: Architectural Services Proposal  
Pavilion at Plymouth Township Park

Dear Ms. Conzelman,

In response to your Request for Architectural Proposals for the Pavilion at Plymouth Township Park, **GEORGE J. HARTMAN ARCHITECTS, P.C.** is pleased to submit the attached proposal for Architectural & Engineering Services.

**George J. Hartman Architects, P.C.** provides architectural services for a wide variety of clientele, ranging from residential, commercial, medical, industrial, institutional and governmental. Over the years, we have worked with municipalities including Canton Township, the Village of Blissfield, Commerce Township, Garden City, Northville Township, Redford Township and the Village of Metamora in developing a wide variety of municipal projects including a number of projects similar to the Plymouth Township Pavilion.

**GHA** provided design and construction phase services to the City of Garden City for the East High Softball Field Restroom & Scorer's Building as well as the City Park Restroom Pavilion and the Ice Arena Restroom Expansion projects. Another project similar to the Plymouth Township Pavilion is the Garden City Farmer's Market which we provided design services for. **GHA** also provided design and construction phase services to Wayne County Parks for the renovations to the historic comfort stations in Hines Park in both Plymouth and Northville. We also have extensive experience in providing services to clients for compliance with ADA and barrier-free requirements. A brief resume of our company and some of our extensive work experience is attached for your review.

**GHA** is pleased to be providing our proposal for consideration for by Plymouth Township. I believe that the enclosed proposal represents our design and professional capabilities, and we look forward to discussing our services with you. If any additional information should be required, please do not hesitate to contact me.

Sincerely,

**GEORGE J. HARTMAN ARCHITECTS, P.C.**

George J. Hartman, R.A.  
President

Plymouth Township-CoverLetter.doc



**George J. Hartman Architects, P.C.**

6905 Telegraph Road • Suite 101  
Bloomfield Hills • Michigan • 48301  
248-258-5811 • fax 248-258-5812

**ATTACHMENT A**

**FORMAL COST SUMMARY**

**Services**

Architectural Design Services

- Design Plans \$1,500.00
- Schematic Design \$1,500.00

Construction Document Preparation \$13,500.00

Contract Award Assistance \$1,500.00

Construction and Guarantee \$3,500.00

**TOTAL COST OF SERVICES \$21,500.00**

Company Name **George J. Hartman Architects, P.C.**

Address 6905 Telegraph Road, Suite 101

City, State, Zip Bloomfield Hills, Michigan 48301

Phone Number 248-258-5811

Email Address hartmanarchitects@ameritech.net

Signature

Date December 30, 2013





## George J. Hartman Architects, P.C.

6905 Telegraph Road • Suite 101  
Bloomfield Hills • Michigan • 48301  
248-258-5811 • fax 248-258-5812

### **Request for Proposal Architectural services Plymouth Township Park Pavilion**

#### **Summary Statement**

**GEORGE J. HARTMAN ARCHITECTS, P.C.** understands that Plymouth Township desires to build a 4,500 square foot four-season pavilion for Township Park users. The building will contain ADA compliant restroom facilities as well as an equipment/storage room and a warming room with a small concession area. The concession area will sell prepackaged items with a possible warming plate arrangement. The building will have a covered area for weather protection seating. The building will be constructed of durable, low-maintenance materials. The budget for the project is \$600,000.00. The site is serviced by public utilities which are located near the proposed building location. A ten foot wide pathway will be required to access the building from the parking area. Site improvement requirements will be limited to the immediate building area and storm water detention is not required. The building will be heated and cooled per Township requirements.

#### **Scope of Design Services & Approach**

The following architectural and engineering services are anticipated for this project:

- Architectural Design (site, floor plan, interiors, exterior, project program)
- Construction Documents (site plan, foundations, floor plan, interior plans, finishes, exterior elevations, building sections, details, mechanical-electrical-plumbing engineering drawings, specifications)
- Bidding & Award (place project for public general contract bids, review bids, prepare recommendation)
- Construction Phase Services (attend scheduled construction meetings, visit site to review construction progress and quality, review contractor submittals, prepare project closeout documents and as-built drawings)

**GHA** anticipates that upon award of the contract, we would schedule a meeting with all concerned Plymouth Township participants. At this meeting, the project goals and objectives would be developed and responsibilities assigned. Regular meetings will be held to review drawing progress, discuss schedule items and select material finishes for the project. Dates and methods of advertising the completed project for bids will also be discussed. Upon receipt of bids, **GHA** will review bids for thoroughness and make a recommendation for award. **GHA** will attend regular construction meetings and visit the construction site to review the quality and progress of the work. We will process contractor submittals and payment applications and close-out the project when complete.

### **Time and Work Schedule**

GHA is able to begin work promptly if awarded this contract. We are able to work within the time schedule established in the RFP. The following is an expected time schedule:

Project Award – January 14, 2014  
Design Services – January 15 to January 30, 2014  
Construction Documents – January 31 to February 24, 2014  
Bidding – February 25 to March 17, 2014  
Award Construction – March 24, 2014  
Construction – April 1 to June 27, 2014

### **Key Team Members**

Project Architect – George J. Hartman, R.A.  
Project Manager – Denise R. Hartman, R.A.  
Structural Engineer – Carl J. Bobish, P.E.  
MEP Engineer – Selime Sessine, P.E.

Submitted By: **GEORGE J. HARTMAN ARCHITECTS, P.C.**



George J. Hartman, R.A.  
President

12-30-13

Date

## IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan Public Act 517 of 2012, any Bidder that submits a bid on a request for proposal with Plymouth Township shall certify that Bidder is not an Iran linked business. An Iran linked business is not eligible to submit a bid on a request for proposal with the Township. See attached definitions regarding this certification.

The undersigned Bidder does hereby certify, pursuant to Michigan Public Act 517 of 2012, that:

Bidder is not a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, or

Bidder is not a financial institution that extends credit to another person if that person will use the credit to engage in investment activities in the energy sector of Iran.

Date: 12-30-13



By: GEORGE HARTMAN

Its: PRESIDENT

Subscribed and sworn to before me, a Notary Public on this 30 day of December, 2013.

Notary Public

Oakland

County, Michigan

My Commission Expires:

4.17.2019

CORA HANLEY  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires April 17, 2019  
Acting in the County of \_\_\_\_\_

## DEFINITIONS

- (A) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (B) "Investment" means 1 or more of the following:
  - i. A commitment or contribution of funds or property.
  - ii. A loan or other extension of credit.
  - iii. The entry into or renewal of a contract for goods or services.
- (C) "Investment activity" means 1 or more of the following:
  - i. A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
  - ii. A financial institution that exceeds \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.
- (D) "Iran" means any agency or instrumentality of Iran.
- (E) "Iran linked business" means either of the following:
  - i. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
  - ii. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
- (F) "Person" means any of the following:
  - i. An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
  - ii. Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c) (3) of the international financial institutional act, 22 USC 262r(c) (3).
  - iii. Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).
- (G) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

## QUALIFICATIONS & INFORMATION

### *Company History*

**GEORGE J. HARTMAN ARCHITECTS, P.C.**, formed in May of 1993, is a firm whose professionals have over fifty years of combined architectural experience. This experience has been gained on a wide variety of projects including municipal, health and medical facilities, residential, multi-family, commercial, religious, industrial, and computer and research facilities. We are capable of providing the following services either in-house or through qualified consultants to the firm: architectural; civil, electrical, mechanical and structural engineering; interior design; architectural illustrations, renderings and presentations. These services are provided with the technology of using computer programs such as AutoCAD in design and construction document preparation. **George J. Hartman Architects, P.C.**, is committed to providing our clients with a building design that not only meets the client's current requirements and budget but is also adaptable to the client's future growth and needs. Careful consideration of the program requirements from the onset of the project allows us to achieve these goals. We take the time to learn about our client's goals, needs, budget and schedule through meetings with key members of the client's team before embarking on the design process. Periodic review of the project requirements helps to ensure that the client's goals are met. We endeavor to balance the building function, aesthetics, economics and technology, with the needs of the client's program requirements.

**George J. Hartman Architects, P.C.**, is fully capable of fulfilling all current and foreseeable project commitments without diminishing the quality of service delivered to our clients. Our professional consultants are highly qualified and experienced and assist us in maintaining our high standards of service. **George J. Hartman Architects, P.C.** is a professional corporation owned by George J. Hartman II. George J. Hartman is a Licensed Architect in the State of Michigan.

#### Company Name:

**George J. Hartman  
Architects, P.C.**

#### Location:

6905 Telegraph Rd.  
Suite 101  
Bloomfield Hills, MI 48301

#### Phone:

248-258-5811  
248-258-5812 fax

#### E-mail:

hartmanarchitects@ameritech.net

#### Website:

hartman-architects.com

#### Contact:

George J. Hartman, R.A.  
President

## QUALIFICATIONS & INFORMATION

### *Personnel*

**George J. Hartman R.A.**, President/Owner: received a Bachelor of Science in Architecture degree from Lawrence Institute of Technology. He is a Licensed Architect in the State of Michigan as well as a Licensed Builder in the State of Michigan and a current member of International Code Council. Mr. Hartman was formerly an owner and partner in several architectural firms before founding his own practice. Mr. Hartman has been involved in religious, commercial, municipal, retail, industrial and residential planning, design and construction for over twenty years. He is experienced in project programming, architectural and site design, construction document preparation, bidding and contract administration, specification writing, construction management and building services.

**Title:**

***President  
Principal Architect***

**Registration:**

Registered Architect  
State of Michigan

Licensed Builder  
State of Michigan

**Education:**

Bachelor of Science  
in Architecture  
*Lawrence Institute of  
Technology*  
Southfield, Michigan

**Affiliations:**

International Code Council

**Denise Rose Hartman R.A.**, received a Bachelor of Science in Architecture and a Bachelor of Architecture degree from Lawrence Institute of Technology and is a Licensed Architect in the State of Michigan. Ms. Hartman has over twenty years of experience with architectural and interior design firms on projects ranging from health and medical facilities to municipal courthouses, commercial, institutional and restaurant projects. Her responsibilities have included architectural design, construction document preparation and project administration. In addition, Ms. Hartman is an accomplished architectural illustrator and is a part-time instructor for architectural presentation at Henry Ford Community College. She also has extensive experience with Americans With Disabilities Act compliance review and implementation.

**Title:**

***Architectural Designer  
Project Architect***

**Registration:**

Registered Architect  
State of Michigan

**Education:**

Master of Architecture  
*Lawrence Institute of  
Technology*

Bachelor of Architecture  
*Lawrence Institute of  
Technology*

Bachelor of Science  
in Architecture  
*Lawrence Institute of  
Technology*

Interior Design Program  
*Eastern Michigan University*

## PROJECT EXPERIENCE

**Wayne County Parks - Edward Hines Park**  
**Historic Comfort Station Renovations**  
**Haggerty Road Comfort Station - Plymouth, Michigan**  
**Waterford Bend - Northville Twp., Michigan**

**Key Facts:**

Two individual comfort stations in Hines Park: Waterford Bend in Northville Township, Haggerty in Plymouth Twp.

Both comfort stations are based on modified train ticket station designs from the early 1900's.

Completely renovated the exterior and interior of buildings. Detailed structural and cosmetic repairs to roof, cornices, and exterior facades. Provided for new plumbing, mechanical, and electrical systems for barrier free and current code compliance.

**Team Successes:**

Completely renovated interiors for barrier free use without damaging character of the buildings.

Re-used or repaired materials and detailing where possible. Accurately reproduced details where new materials were required.

**Team Challenges:**

Maintain historical integrity of buildings using appropriate materials, colors, and detailing.

### Historic Renovation

**Project Architect:**

George J. Hartman, R.A.

**Client:**

Wayne County  
Division of Parks  
33175 Ann Arbor Trail  
Westland, Michigan 48185

**Contact:**

Ronald G. Shosh Jr.  
734-261-0195

**General Contractor:**

LDS Contractors, Inc.  
28000 Middlebelt Suite 30  
Farmington Hills, MI 48334

**Contact:**

Paul J. Safran  
248-539-7717



**George J. Hartman Architects, P.C.**





## PROJECT EXPERIENCE

### Garden City Downtown Development Authority Farmer's Market

Garden City, Michigan

#### Key Facts:

Conceptual design study for open-air farmer's market facility. The facility would offer protection from the elements to a number of farm vendors as well as offer public restroom facilities to patrons.



### Municipal

#### Project Architect:

George J. Hartman, R.A.

#### Project Designer:

Denise R. Hartman, R.A.

#### Client:

**Garden City Downtown  
Development Authority**

6000 Middlebelt Road  
Garden City, Michigan 48135

**Contact: Jacqueline Schatz,**  
Director (734) 261-2830

**George J. Hartman Architects, P.C.**





## **PROJECT EXPERIENCE**

### **Municipal**

**City of Garden City -  
Community Center  
Feasibility Study**  
Garden City, Michigan

**Garden City Fire Station  
ADA / Locker Room  
Renovations**  
Garden City, Michigan  
Construction Cost: \$60,000

**Garden City Library at  
Maplewood Center**  
Garden City, Michigan  
Square Footage: 5,000

**Maplewood Senior Center  
A.D.A. & Interior  
Renovations**  
Garden City, Michigan  
Construction Cost: \$150,000  
Square Footage: 35,000

**City of Garden City - DPS  
Master Plan Design**  
Garden City, Michigan  
Square Footage: 25,000

**City of Garden City - A.D.A.  
Assessment Reports and  
Renovation of Various  
Facilities**  
Garden City, Michigan  
Square Footage: Varies

**City of Garden City -  
Civic Ice Arena: ADA  
Renovations, Locker Room  
Addition, Bleacher  
Replacement, Exterior  
Renovations**  
Garden City, Michigan  
Square Footage: Varies

**Detroit Country Day School  
Baseball Field Press Box  
and Dugouts**  
Village of Beverly Hills,  
Michigan

**Redford Township - Senior  
Center, Facility Renovation**  
Redford Twp., Michigan  
Construction Cost: \$45,000  
Square Footage: 35,000

**Redford Township -  
Township Hall, Entry  
Renovation**  
Redford Twp., Michigan  
Construction Cost: \$45,000

**John Pietras Memorial Pool  
City of Garden City -  
Bath House and Liner  
Renovations**  
Garden City, Michigan  
Construction Cost: \$350,000

**Warren Consolidated School  
District - Sterling Heights  
Senior High School Pool  
Renovation**  
Sterling Heights, Michigan  
Construction Cost: \$400,000

**Warren Consolidated School  
District - Mott High School  
Pool Renovation**  
Warren, Michigan  
Construction Cost: \$400,000

**City of Richmond Municipal  
Pool Renovation**  
Richmond, Michigan  
Construction Cost: \$150,000

**Gail Giles Memorial Pool  
Bath House and Liner  
Renovations**  
Village of Blissfield, Michigan  
Construction Cost: \$200,000

**Northville Township  
Township Hall A.D.A.  
Renovations**  
Northville, Michigan  
Construction Cost: \$160,000  
Square Footage: 1,000

**Commerce Township  
Community Library**  
Commerce Twp., Michigan

**Blissfield Village Hall  
and Police Station**  
Blissfield, Michigan  
Construction Cost: \$1,500,000  
Square Footage: 10,500

**City of Dearborn Heights  
Warren Avenue Corridor,  
Architectural Pattern Book**  
Dearborn Hts., Michigan  
Square Footage: N/A

**City of Garden City - Public  
Library, Interior Renovation**  
Garden City, Michigan  
Construction Cost: \$300,000  
Square Footage: 10,000

**City of Garden City  
City Hall Design Study**  
Garden City, Michigan  
Square Footage: 30,000

**Village of Blissfield Facade  
Improvement Project**  
Blissfield, Michigan  
Construction Cost: \$100,000  
Size: 6 Facades

**Schultz-Holmes Memorial  
Library Addition**  
Blissfield, Michigan  
Construction Cost: \$150,000

**Village of Blissfield US-223  
Sidewalk Extension**  
Village of Blissfield, Michigan  
Construction Cost: \$200,000  
Square Footage: N/A

**Village of Blissfield  
Planning and Engineering  
Consulting**  
Village of Blissfield, Michigan

**Wayne County, Parks  
Edward Hines Park  
Haggerty Road & Waterford  
Bend Comfort Station  
Historic Renovations**  
Plymouth & Northville, MI  
Construction Cost: \$550,000  
Square Footage: 1,800 Total

## **PROJECT EXPERIENCE**

### ***Municipal***

#### **Village of Litchfield Pool Renovation**

Litchfield, Michigan

**Village of Blissfield  
Tennis Courts at Blissfield  
Middle School  
Blissfield, Michigan**

**Garden City City Park  
Park Restrooms and Shelter  
Building Renovations  
Garden City, Michigan**

**Southgate Pool Renovation  
Southgate, Michigan**

**Arthur Middle School Pool  
Renovation  
Trenton, Michigan**

**Hamtramck High School  
Pool Renovation  
Hamtramck, Michigan**

**Plymouth Canton High  
School Pool Renovation  
Canton, Michigan**

**Lamphere High School Pool  
Renovation  
Madison Heights, Michigan**

**Page Middle School Pool  
Renovation  
Madison Heights, Michigan**

**Cousino High School Pool  
Renovation  
Warren, Michigan**

**Plymouth Salem High  
School Pool Renovation  
Plymouth, Michigan**

#### **Crestwood High School Pool Renovation**

Dearborn, Michigan

**Hawthorn Center Pool  
Renovation  
Northville, Michigan**

**Tecumseh High School Pool  
Renovation  
Tecumseh, Michigan**

**Wayne State Matthaei Pool  
Renovation  
Detroit, Michigan**

**East Detroit High School  
Pool Renovation  
Detroit, Michigan**

**Kalamazoo High School Pool  
Renovation  
Kalamazoo, Michigan**

**Andrews University Pool  
Renovation  
Kalamazoo, Michigan**

**Denby High School Pool  
Renovation  
Detroit, Michigan**

**Pelham High School Pool  
Renovation  
Detroit, Michigan**

**Osborn Middle School Pool  
Renovation  
Detroit, Michigan**

**West Ottawa High School  
Pool Renovation  
Holland, Michigan**

#### **Romeo High School Pool Renovation**

Romeo, Michigan

**Brewer Pool Renovation  
Detroit, Michigan**

**Allen Park Middle School  
Pool Renovation  
Allen Park, Michigan**

**Lexington Hotel Pool  
Renovation  
Southfield, Michigan**

**Covington Middle School  
Pool Renovation  
Birmingham, Michigan**

**Derby School Pool  
Renovation  
Birmingham, Michigan**

**Berkshire High School Pool  
Renovation  
Birmingham, Michigan**

**Seaholm High School Pool  
Renovation  
Birmingham, Michigan**

**PROJECT EXPERIENCE**  
**Commercial / Medical / Industrial**

**COMMERCIAL**

**New Hope Missionary Baptist Church Sanctuary / Class Rooms / Banquet Facility**  
Southfield, Michigan  
Construction Cost: \$5,500,000  
Square Footage: 50,000

**Mondry Building - Jewish Apartments and Services, Administrative Office Building**  
Oak Park, Michigan  
Construction Cost: \$1,250,000  
Square Footage: 7,500

**National Lumber - Corporate Offices**  
Warren, Michigan  
Construction Cost: \$2,000,000  
Square Footage: 20,000

**Murray's Auto Parts**  
Midland, Michigan  
Construction Cost: \$1,200,000  
Square Footage: 7,700

**Salvation Army Renovation & Expansion**  
Midland, Michigan  
Construction Cost: \$750,000  
Square Footage: 22,000

**Ice Box Arena, Skating Rink**  
Brownstown, Michigan  
Construction Cost: \$3,000,000  
Square Footage: 30,000

**Village Ford, Body Shop**  
Dearborn, Michigan  
Construction Cost: \$250,000  
Square Footage: 3,000

**CLC - Computer Learning Center - Computer Technology Classrooms**  
Madison Heights, Michigan  
Construction Cost: \$850,000  
Square Footage: 8,000

**INDUSTRIAL**

**FATA Technologies Design Center Expansion**  
Sterling Heights, Michigan  
Construction Cost: \$150,000

**Plumbrook Technology Park - Phase I, Building 'A'**  
Sterling Heights, Michigan  
Construction Cost: \$6,000,000  
Square Footage: 80,000

**Plumbrook Technology Park - Phase I, Building 'B'**  
Sterling Heights, Michigan  
Construction Cost: \$6,000,000  
Square Footage: 80,000

**Plumbrook Technology Park - Phase II, Building 'B'**  
Sterling Heights, Michigan  
Construction Cost: \$3,000,000  
Square Footage: 20,000

**MEDICAL**

**Oakwood South Shore Urgent Medical Facility**  
Grosse Ile, Michigan

**Lakes Pediatric Dentistry**  
Commerce Twp., Michigan  
Construction Cost: \$400,000  
Square Footage: 3,100

**Oakwood Canton Mobile PET Scan Addition Design**  
Canton, Michigan

**Oakwood Annapolis Women's Breast Care Center**  
Wayne, Michigan

**MIRO Cancer Treatment Center**  
Clarkston, Michigan

**Performax Physical Therapy Center**  
Flat Rock, Michigan

**Clark Chiropractic Center**  
Flat Rock, Michigan

## **PROJECT EXPERIENCE**

### **Residential**

#### **Wilshire Abbey Subdivision**

Novi, Michigan  
Development: \$ 20,000,000  
Size: 33 Acre Residential  
Development, 29 Custom  
Homes

#### **Glen Abbey Condominiums**

Taylor, Michigan  
Construction: \$2,000,000  
Size: 3 Buildings, 14 Units

#### **Manor Park Condominiums**

Garden City, Michigan  
Construction: \$2,500,000  
Size: 14 Units

#### **Cherry Oaks Estates**

Westland, Michigan  
Construction Cost: Varies  
Size: 120 Homes

#### **Private Residence**

Bloomfield Hills, Michigan  
Construction: \$2,500,000  
Square Footage: 6,500

#### **Pine Bluff Estates**

**Condominiums**  
Plymouth, Michigan  
Construct Cost: \$3,600,000  
Size: 10 Custom Homes

#### **Private Residence**

Huntington Woods, Michigan  
Construction Cost: \$ 850,000  
Square Footage: 4,500

#### **Private Residence**

Northville, Michigan  
Construction Cost: \$ 950,000  
Square Footage: 7,500

#### **Private Residence**

Northville, Michigan  
Construction Cost: \$ 800,000  
Square Footage: 3,300

#### **Private Residence**

West Bloomfield, Michigan  
Construction Cost: \$ 1,500,000  
Square Footage: 4,500

#### **Private Residence**

West Bloomfield Township,  
Michigan  
Square Footage: 5,000

#### **Belle River Condominiums**

Flat Rock, Michigan  
Construct Cost: \$1,250,000  
Size: 2 Buildings, 13 Units

#### **Maplehurst Condominiums**

Westland, Michigan  
Construction: \$10,000,000  
Size: 19 Buildings, 90 Units

#### **Lakewood Knoll**

**Condominiums**  
Genoa, Michigan  
Construction: \$11,000,000  
Size: 20 Buildings, 99 Units

#### **Whispering Pines Estates**

**Condominiums**  
Plymouth, Michigan  
Construction: \$1,500,000  
Size: 9 Homes

#### **Woodlands of Deercreek**

**Condominiums**  
Plymouth Township, Michigan  
Construction: \$6,000,000  
Size: 20 Custom Homes

## **REFERENCES**

**Michael J. Damman**  
A.J. Damman Co.  
1180 East Big Beaver  
Troy, Michigan 48083-1934  
248-528-2700

**Jim Rosenthal**  
Mans Lumber  
47255 Michigan Ave.  
Canton, Michigan 48188  
734-714-5800

**Joel Lerman, President**  
Lerman Corporation  
6905 Telegraph Rd. Suite 100  
Bloomfield Hills, MI 48301  
248-258-9963

**John Fiorelli**  
Fiorelli Enterprises  
29100 Gateway Blvd., St. 200  
Flat Rock, Michigan 48134  
734-782-1431

**Jim Evola**  
Evola Music  
2184 Telegraph Road  
Bloomfield Hills, MI 48302  
248-334-0566

**Pat McKarge, Director**  
Parks and Recreation  
City of Garden City  
200 Log Cabin Drive  
Garden City, Michigan 48135  
734-525-8857

**Jonathan Trout, Trustee**  
**Pastor David Roberson**  
New Hope Missionary Baptist  
Church  
23455 West Nine Mile Road  
Southfield, Michigan 48034  
248-353-0675

**Jeffrey Bowdell, Director**  
Building and Zoning  
City of Pontiac  
47450 Woodward  
Pontiac, MI 48342  
248-758-2800


**James A. Wonacott,**  
Administrator  
Village of Blissfield  
408 East Adrian Street  
Blissfield, Michigan 49228  
517-486-4347

**Tom Casari, Director**  
Engineering Services  
Canton Township  
1150 Canton Center S.  
Canton Twp., Michigan 48188  
734-394-5153

**Jack D. Barnes, Director**  
Department of Public Service  
City of Garden City  
31800 Beechwood  
Garden City, Michigan 48135  
734-525-8840

**ATTACHMENT A****FORMAL COST SUMMARY**

<b>Services</b>
<b>Architectural Design Services</b> <ul style="list-style-type: none"><li>• Design Plan</li><li>• Schematic Design</li></ul>
<b>Construction Documentation Preparation</b>
<b>Contract Award Assistance</b>
<b>Construction and Guarantee</b>
<b>TOTAL COST OF SERVICES</b> \$ 22,880.00

<b>Company Name</b>	D.S. Wright & Associates, P.C.
<b>Address</b>	44456 Clare Blvd.
<b>City, State, Zip</b>	Plymouth, MI 48170
<b>Phone Number</b>	734 377-4632
<b>Email Address</b>	dscoffwright@live.com
<b>Signature</b>	
<b>Date</b>	12/30/13



## D. S. WRIGHT & ASSOCIATES, P.C.

44456 CLARE BLVD, PLYMOUTH, MICHIGAN 48170

TELEPHONE 734 377-4632 • FAX 734 956-9090

### QUALIFICATIONS:

#### Business Organization

##### **D. S. WRIGHT & ASSOCIATES, P.C.**

44456 Clare Blvd.

Plymouth, Michigan 48170

p. 734 377-4632

f. 734 956-9090

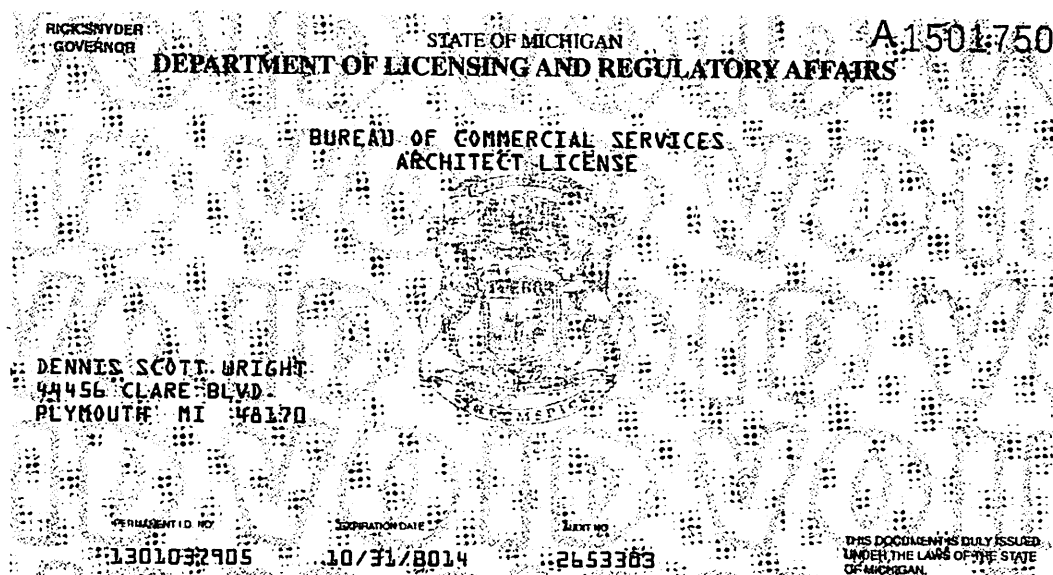
Email dscottwright@live.com

**D. Scott Wright** is the sole owner of D.S. Wright & Associates, P.C. a Professional Company in the State of Michigan, having sole responsibility for the day-to-day management of the firm.

The firm's mission is to design architecture that sustains shared values and visions. D. Scott Wright provides outstanding and established design, integrating Owners needs and requirements while maintaining a cost valued sense of design. D. Scot Wright is dedicated to ingenuity, integrity and unparalleled service standards.

Scott's (26 years of architectural and project management experience) address the needs of a diverse, clientele. Scott's strong design, forward thinking, and management experience have built an exceptional professional practice, which is evidenced by the quality of work and passion that Scott puts forth in each and every endeavor.

Scott's Michigan Registration # 37905





Consultants:

**PARADIS ASSOCIATES, INC.**

Structural Engineers

604 W. University

Rochester, Michigan 48307

p. 248 650-4905

f. 248 650-4908

Email Gary@paradisassoc.com

Paradis Associates Inc. was established in March of 1985 by Gary Paradis as a structural engineering consulting firm. During this time we have worked with a variety of clients including corporations, architectural firms, and design-build firms. Through our partnerships with our clients we have designed and overseen the construction of over two thousand structures.

These structures have involved a range of uses such as retail, light and heavy industrial, office, and institutional.

Our engineering services are based upon many years of practical building experience but also incorporate the use of state of the art computer assisted 3-D finite element model analysis. This is essentially a computer-based model of all the structural elements of the building and their performance characteristics under the imposed loads. This system allows us to investigate a variety of structural systems that best meets the client's needs.

**Statement of the Problem and Budget**

The Township of Plymouth is proposing a 4,500 square foot four-season, multi-use pavilion to serve the needs of park users all year long. The facility will include the following features:

- . 1,675 square foot indoor seating/warming room.
- . A snack bar with concession window within the seating/warming room.
- . 2,300 square foot outdoor covered picnic area.
- . ADA accessible restroom facilities.
- . 500 square foot storage and mechanical room.
- . Windows at the perimeter of the indoor seating/warming room to allow in natural light and allow users to see the surrounding activities outside of the pavilion.
- . The pavilion is to be constructed of low maintenance and durable materials.

Plymouth Township has provided conceptual plans and elevations to facilitate the RFP and Preliminary Design.

The proposed budget is not to exceed \$600,000.





## **Project Schedule**

Upon notification of Proposal acceptance by the Plymouth Township Board of Trustees, D. S. Wright & Associates, P.C. is prepared to begin professional services according to the attached schedule.

The proposed schedule of professional services is contingent upon Plymouth Township's timely review and approval of project documents and materials.

It is strongly recommended that Plymouth Township retain the services of a Geotechnical Company to obtain spoil borings and soil evaluations. Construction Drawing development is contingent upon timely selection of a Geotechnical Company as listed on the design schedule.

## **KEY PERSONNEL**

### **D. Scott Wright**

#### **Education**

University of Detroit, Bachelors of Architecture

#### **Professional Affiliations**

Registered Architect in the State of Michigan

National Council of Architectural Registration Boards Certified

#### **Project Credentials Include:**

**Roush Management:** 4,200 s.f. two story office remodeling for Roush Executive Office, containing conference rooms, private offices, customer lounge, sales areas, located in Livonia, Michigan. Improvements include sustainable design and interior finishes and energy efficient lighting solutions. Cost: \$625,000

**Dungarani Residence:** 1,750 s.f. residential addition including a walk out basement with brick and block walls, raised block and steel framed patterned concrete patio in Plymouth Township. Cost: \$450,00

**Briggs Financial Offices:** 10,000 s.f. remodeling of existing block walled building, adding brick veneer and replacing existing roof with new wood truss construction to better fit the adjoining residential neighborhoods.

**Roush CleanTech:** Relocated Roush CleanTech offices from two locations in Plymouth and Livonia, Michigan to a newly remodeled 70,000 s.f. facility in Livonia, Michigan. Improvements include ADA accessibility improvements, energy efficient lighting solutions, sustainable design and interior finishes. Cost: 1.2 M

**Lakeview High School, St. Clair Shores:** 8,000 s.f. auxiliary gym, 5,000 s.f. cafeteria additions and extensive interior remodeling, finish upgrades, energy efficient lighting, and ADA upgrades.



**Lincoln School District:** 10,000 s.f. gym, running track, and weight room for Lincoln High School, and a 14,000 s.f. addition and remodeling to Lincoln Elementary School, both located in Warren, Michigan. Both projects include sustainable design, low maintenance materials, energy efficient lighting solutions.

**Sutariya Residence:** 7,500 s.f. luxury single family 2-story residence with walk out basement, 4 private bedroom suites, 2 full kitchens and raised concrete patio in Plymouth Township. Cost: 1.4 M

**TLC Laser Eye Centers HQ:** 5,500 s.f. tenant build-out of empty third floor shell building space comprising multiple private offices, state of the art conference room and open office for call center, located in Ann Arbor. Cost: \$385,000

**Canton Township Storage Buildings:** 1,800 s.f. single story brick and block storage building and a 400 s.f. wood stud and brick veneer storage building both located in Heritage Park for maintenance equipment.

**Osgood Residence:** 7,600 s.f. luxury single family 3-story residence with walk out basement, 6 bedroom, 5 ½ bath on 1 acre lot in Plymouth. Cost: 1.3 M

**DaimlerChrysler Detroit Zone Offices :**

A single story building, located in Troy, comprising 56,000 S.F. containing, executive offices and conference rooms, open office call center, training room and computer data center. Cost: \$3.2 M

**Herberts Automotive Systems America: Building Shell for Etkin Equities, Inc.:**

A single story building, located in Pontiac, comprising 20,000 S.F. with a mechanical penthouse of 10,000 S.F. The first floor contained paint mixing lab, storage, hand paint spray booths, robotic paint spray booths, baking ovens, paint sample testing and management facilities. Cost \$4.5 M

**BlueWater Technologies and Visual Productions, Inc. :**

A new 58,000 S.F. single story building, located in Southfield, for the development, design and construction of visual, audio displays and interactive kiosks. Building materials and equipment selections were optimized for ease of maintenance and low operating cost. Cost: \$3.6 M

**Visteon Steering & Chassis Headquarters: Building Shells for Ford Motor Land:**

Development Services provided for three new single story buildings, located in Dearborn, comprising 195,000 S.F. The three buildings were connected by covered, climate controlled walkways. The buildings contained high-bay vehicle storage, automotive component design, CAD, training, laboratories, vehicle tear-down and engineering, computer systems, a full service cafeteria and management facilities. Cost: \$8.8M

**DaimlerChrysler Detroit Zone Offices: Building Shell for Etkin Equities, Inc.:**

A single story office building, located in Troy, comprising 56,000 S.F. Containing, executive offices and conference rooms, call center, call center training rooms and computer data center. Cost \$2.7 M



## **REFERENCES**

### **James Penn**

Chief Building Official  
City of Plymouth  
201 Main Street  
Plymouth, Michigan 48170

Phone – 734 453-1234

Fax – 734 453-1824

### **Lt. Michael Kelly**

City of Livonia Fire Department  
14910 Farmington Road  
Livonia, Michigan 48150

Cell – 470-8081

### **Jerome Hanna**

Assistant Director of Inspection  
City of Livonia  
33000 Civic Center Drive  
Livonia, Michigan 48150

Phone – 734 466-2580

Fax – 734 466-1095

### **Sean Zaborowski**

Director of Operations and Athletics  
Lakeview Public Schools  
20300 Statler Street  
St. Clair Shores, Michigan 48081

Phone - 734 455-4000

Fax – 734 455-4197

## **INSURANCE**

1. D. S. Wright & Associates, P.C. has no employees, in the field or office staff. All work is subcontracted out, and therefore, D. S. Wright & Associates, P.C. is not required to carry Workman's Compensation Insurance.
2. A Certificate of employers liability insurance, with coverages as requested in the RFP will be provided upon award of a contract by Plymouth Township and D. S. Wright & Associates, P.C.
3. Motor vehicle liability insurance, with coverages as requested in the RFP will be provided upon award of a contract by Plymouth Township and D. S. Wright & Associates, P.C.
4. General liability insurance, with coverages as requested in the RFP will be provided upon award of a contract by Plymouth Township and D. S. Wright & Associates, P.C.
5. Professional liability coverage (errors and omissions), with coverages as requested in the RFP will be provided upon award of a contract by Plymouth Township and D. S. Wright & Associates, P.C.

All consultants providing services for D. S. Wright & Associates, P.C. will provide insurance certificates as required as listed above.



### **SCOPE OF WORK**

1. Schematic Design: Architectural plans and elevations, material, finish, and equipment selections sufficient for Township approval and sign off.
2. Construction Documents: Complete plans, elevations, sections, details, structural, mechanical, electrical, and plumbing plans, and project manual, complete for bidding and construction.
3. Project bidding and bid review and contract review.
4. Construction administration and punch list review and follow up.

### **ARCHITECTURAL SERVICES FEE** (as described above)

Schematic Design -	\$6,400.00
Construction Documents -	\$11,000.00
Project Bidding, bid review, and contract review	\$1,000.00
Construction Administration -	\$4,480.00
<b>Total Architectural Fee -</b>	<b>\$22,880.00</b>

Architectural Service Contract is attached with proposed a proposed payment schedule, terms, and conditions.

### **PLYMOUTH TOWNSHIP RESPONSIBILITIES**

1. Plymouth Township will obtain the services of professional surveyor to locate, layout, and stake the location of the new pavilion.
2. All utilities are to be located and marked with the pavilion location. D. S. Wright and Associates, P.C. will be provided with a drawing indicating the location of said utilities for the development of the drawings.
3. Plymouth Township will obtain the services of a geotechnical company for the purpose of obtaining soil borings and geotechnical evaluations to facilitate the design of the pavilion foundations and slabs on grade.

D. S. Wright & Associates, P.C. will assist Plymouth Township in obtaining these services and will coordinate with those consultants as required.

## IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan Public Act 517 of 2012, any Bidder that submits a bid on a request for proposal with Plymouth Township shall certify that Bidder is not an Iran linked business. An Iran linked business is not eligible to submit a bid on a request for proposal with the Township. See attached definitions regarding this certification.

The undersigned Bidder does hereby certify, pursuant to Michigan Public Act 517 of 2012, that:

Bidder is not a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, or

Bidder is not a financial institution that extends credit to another person if that person will use the credit to engage in investment activities in the energy sector of Iran.

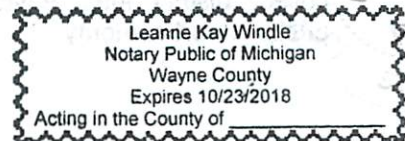
Date: 12/30/13

By: D. Scott Wright  
Its: President

Subscribed and sworn to before me, a Notary Public on this 30 day of Dec., 2013.

Notary Public Leanne Kay Windle  
Wayne County, Michigan

My Commission Expires: October 23, 2018



## DEFINITIONS

- (A) **"Energy sector of Iran"** means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (B) **"Investment"** means 1 or more of the following:
- i. A commitment or contribution of funds or property.
  - ii. A loan or other extension of credit.
  - iii. The entry into or renewal of a contract for goods or services.
- (C) **"Investment activity"** means 1 or more of the following:
- i. A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
  - ii. A financial institution that exceeds \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.
- (D) **"Iran"** means any agency or instrumentality of Iran.
- (E) **"Iran linked business"** means either of the following:
- i. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
  - ii. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
- (F) **"Person"** means any of the following:
- i. An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
  - ii. Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c) (3) of the international financial institutional act, 22 USC 262r(c) (3).
  - iii. Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).
- (G) **"Public entity"** means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.



Project Number:  
December 27, 2013

Activity Description	WEEK 1							WEEK 2							WEEK 3							WEEK 4							WEEK 5							WEEK 6							WEEK 7							WEEK 8							WEEK 9							WEEK 10																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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## **Architect Contract**

This Architect Contract is made effective as of January 14, 2014, by and between Charter Township of Plymouth ("Plymouth Township") of 3355 N, Haggerty Road, Plymouth, Michigan 48170, and D. Scott Wright of D. S. Wright & Associates, P.C.

**DESCRIPTION OF SERVICES.** Beginning on January 14, 2014, D. S. Wright & Associates, P.C. will provide to Plymouth Township the Architects services described below and in the attached Exhibit A (collectively, the "Services"). Architect's services shall include all architectural, site planning, and engineering services in connection with the shell and core design for the Project and without limiting the generality of the foregoing, will include the following

**Schematic Design Phase:** Services provided by the Architect in Schematic Design Phase of the construction include:

- a. Reviewing the Project furnished by the Client
- b. Ascertaining the requirements of the Project.
- c. Preparing plans and elevations, material, finish, and equipment for Client sign-off.

**Construction Documents Phase:** Services provided by Architect in Construction Documents Phase of the construction include:

- a. Preparing documents drawings setting forth the detailed requirements based on the approved Schematic Design Documents.
- b. Preparing construction documents containing drawings and other documents to fix and describe the size, character of the Project as architectural, structural, mechanical, electrical, plumbing materials and other elements based on approved Schematic Design Phase.

**Bidding or Negotiation Phase:** Architect, following the Clients approval of the construction documents assist the Client in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for the project.

**Construction Phase-Administration of the Construction Contract:** Architect shall provide general conditions for construction. Architects service commences with the award of the Contract and terminates at the issuance to the Client, of the final certificate for payment. Architect shall not have control over or charge of and shall not be responsible for construction means and methods, techniques, sequences or procedures or for safety precautions and programs in connection with work, since they are contractors responsibility. Architect can inspect and reject work if not compiled with project.

**ADDITIONAL SERVICES.** Architect shall provide additional services in connection with the planning and design of the project. Project representation beyond basic services, selecting project representatives, evaluating substitution by contractor, providing serviced due to changes in project, revision of documents with the approval of Client.

**PAYMENT.** Payment shall be made to D. S. Wright & Associates, P.C., Plymouth Township agrees to pay the sum of \$22,880.00 as follows:

Event   Payment Amount

Completion of Preliminary Drawings	\$6,400.00
Construction Drawings - 50% complete	\$5,500.00
Construction Drawings - 100% complete	\$5,500.00
Project Bidding, bid and contract review	\$1,000.00
Construction Administration - 25%	\$1,120.00
Construction Administration - 50%	\$1,120.00
Construction Administration - 75%	\$1,120.00
Construction Administration / Punch List - 100%	\$1,120.00

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Plymouth Township shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Plymouth Township fails to pay for the Services when due, D. S. Wright & Associates, P.C. has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

Payment is due within 15 days. Services will be suspended for any outstanding invoice over 30 days past due.

**COMPENSATION FOR ADDITIONAL SERVICES.** In addition to the payments made to the Architect, Client shall pay Architect for any additional services provided by the Architect.

**CLIENT'S RESPONSIBILITIES.** Client shall provide full information regarding requirements for the project. Client shall establish and update overall budget. Client shall furnish legal requirements for the construction.

**TERM.** This Contract will terminate automatically upon completion by D. S. Wright & Associates, P.C. of the Services required by this Contract.

**WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by D. S. Wright & Associates, P.C. in connection with the Services will be the exclusive property of D. S. Wright & Associates, P.C.

**INDEMNIFICATION.** D. S. Wright & Associates, P.C. agrees to indemnify and hold Plymouth Township harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Plymouth Township that result from the acts or omissions of D. S. Wright & Associates, P.C. and/or, agents, or representatives.

**NO MECHANIC'S LIEN.** Architect shall not permit or suffer any mechanic's lien filed by any subcontractor, Consultant, laborer, or material vendor of Architect to remain upon the premises of Client, provided such lien arises from the execution of work included in this contract. Upon final payment due under this Contract, Architect agrees, for himself and his Consultants and subcontractors, that it will furnish to Client, upon request, such certificate or certificates as Client may require or desire, to the effect that no mechanic's liens or claims of Architect or its Consultants and subcontractors have arisen or are outstanding with respect to the Work and that there is, to the best of the Architect's knowledge, information, and belief, no basis for any future liens to be filed, but that if any such liens or claims are filed, Architect will defend and hold Client harmless against such liens.

**WARRANTY.** D. S. Wright & Associates, P.C. shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in D. S. Wright & Associates, P.C.'s community and region, and will provide a standard of care equal to, or superior to, care used by architect's similar to D. S. Wright & Associates, P.C. on similar projects.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ARBITRATION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Michigan.

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**SIGNATORIES.** This Agreement shall be signed on behalf of Plymouth Township by Richard Reaume, Supervisor and on behalf of D. S. Wright & Associates, P.C by D. Scott Wright, President and effective as of the date first above written.

Client:  
Charter Township of Plymouth

By: \_\_\_\_\_  
Richard Reaume  
Supervisor

Architect:  
D. S. Wright & Associates, P.C

By: \_\_\_\_\_  
D. Scott Wright  
President

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

**Meeting date: January 14, 2014**

**ITEM: Recreation Assessment Survey**  
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**BRIEF:**

**ACTION: Discuss a parks and recreation needs assessment survey to provide  
quantitate citizen feedback.**

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

**BACKGROUND:** See attached

**BUDGET/TIME LINE:** \$5,500 - \$16,500

**RECOMMENDATION:**

**PROPOSED MOTION:**

**RECOMMENDATION:** Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

**VOTE:** \_\_KA \_\_CC \_\_RD \_\_MK \_\_RE \_\_NC \_\_RR

**MOTION CARRIED** \_\_\_\_\_ **MOTION DEFEATED** \_\_\_\_\_

## PARKS AND RECREATION NEEDS ASSESSMENT SURVEY

Survey research is often used to obtain citizen feedback and to identify resident's needs, community-specific programs, funding priorities detailed by demographics. A good sample selection is key as it allows one to generalize the findings from the sample to the population, which is the purpose of survey research.

### Methods

There are four main methods of survey research: mail surveys, in-person interviews, telephone interviews, and internet surveys.

### Mail Surveys

Mail surveys are sent to a sample of people, with instructions on how to fill out the survey and return it enclosed. It has historically been one of the least expensive and most efficient methods of survey distribution. Because the survey is not administered by a researcher, there is no problem of interviewer bias, and because the survey is taken in private with the assurance of anonymity, there is likely to be less social desirability bias and discomfort talking about private subjects. However it is not without drawbacks: because the survey is self-administered, participants cannot ask for clarification, and there is no way to definitely control the order the questions are answered in. Also, many participants will not fill out the survey because they simply can not be bothered. In addition, this group of people is not an equal distribution of the sample, so the sample may become less representative than it was intended to be.

### Personal Interviews

Personal interviews are conducted by an associate of the researcher or the actual researcher. These usually take place either at a research facility, their home, or a neutral, public place. These interviews have more flexibility than a paper survey, because, for instance, the interviewer can skip irrelevant questions, and both the interviewer and respondent can ask for clarification. The interviewer can also control the order of the questions if that is important. There also tends to be a higher response rate than with mail surveys because people are less likely to say no to a person than to throw away a paper. However, meeting and interviewing all participants in person is both expensive and time consuming. There is also the problem of interviewer bias: that either the interviewer will write down only part of the answer or change it to fit their interpretation, or that they will ask leading questions. It's important to train interviewers not to do this.

### Telephone Interviews

Interviews can also be administered by telephone. This reduces both cost and reduces the time from doing them in person, and means a wider population can be reached for sampling, including people who work during the day. In addition a telephone survey has

the ability to be dynamic and progress down different data collection paths and can provide additional data gathering not provided by a static mail survey. There can be problems with the breadth of population available by phone. People also have the ability to screen calls, and participants who answer a cell phone in the middle of the workday may be less likely to answer a long survey.

### Internet Surveys

Since the popularity of the internet, using it to distribute surveys cheaply and easily has become more and more common. It is easy to get many responses from a wide variety of demographic, and thanks to special-interest sites and message boards, it is easy to poll people that fit a certain profile. Unfortunately, there are still sample bias problems as not everyone has access to the internet. There is no way at the moment to take a random sample of all internet users. Another problem is that because researchers cannot control the survey environment, it is impossible to tell whether participants are taking the survey seriously or frivolously, answer the questions of confused participants, or be sure that a single individual isn't taking the survey multiple times.

### Phone and Mail Survey Proposals

Four firms were contacted to provide proposals. Phone survey companies were EPIC-MRA and Target Insyght – Ed Sarpolus both firms are located in Lansing, Michigan. In addition EPIC-MRA is capable of providing an Internet online survey. Two mail survey companies were contacted Cobalt Community Research out of Lansing, MI and ICMA International City/County Management Association in Washington, D.C.

### EPIC-MRA

EPIC-MRA has the ability to provide a phone survey or on-line survey.

Phone Survey: The phone survey proposal includes a pricing matrix for 400 samples, their minimum recommended sampling, ranging from 10 minutes at \$14,175 to 20 minutes at \$26,350.

On-Line Internet Survey: The on-line internet survey proposal would total approximately \$5,500.

### Target Insyght – Ed Sarpolus

Target Insight submitted a phone survey proposal for a 300 sample of 12 minutes at \$13,800.

### Cobalt Community Research

Submitted a mail survey proposal for a 375 sample at \$8,547 or a 500 sample at \$9,847.



### ICMA

ICMA mentioned they have canned mail surveys that are used throughout the United States but not specific citizen surveys. To modify one of their existing or create a customized mail survey would escalate the costs above those proposed by Cobalt Community Research.

### SEMCOG Commitment

SEMCOG is a frequent user of surveys and based upon their needs for statistical data gathering without the requirement for attitudinal and opinion information has elected to use mail surveys primarily with Cobalt Community Research. Dave Boerger is the individual that leads the SEMCOG Local Government Effectiveness and Collaboration Team including their citizen survey efforts. Dave has agreed to work with Plymouth Township in their parks and recreation needs assessment efforts whether the survey is phone, on-line or mail.

### Cost Matrix

<u>Company</u>	<u>Type</u>	<u>Sample</u>	<u>Cost</u>
EPIC-MRA	Phone 10 min	400	\$ 14,175
EPIC-MRA	On-Line Internet	375	\$ 5,500
Target Insyght	Phone 12 min	300	\$ 13,800
Cobalt	Printed	375	\$ 8,547



Dave Boerger

Learn how to navigate fiscal uncertainty by improving efficiency, fostering collaboration, and providing information on right-sizing. Through weekly posts, Dave will discuss legislative developments, best practices, and training opportunities.

Dave leads SEMCOG's Local Government Effectiveness and Collaboration Team, helping member local governments enhance service effectiveness, increase operating efficiencies, right-size, and collaborate with other municipalities. He has experience in the private, public, and academic sectors, including: 27 years as an executive with Ford Motor Company; seven years of public service including Mayor of the City of Orchard Lake, Council Member, Zoning Board of Appeals, Planning Commission, Fire Board, and Public Transit Authority; and five years at Kettering University in Flint.

**A Proposal for  
Parks and Recreation  
Needs Assessment Survey**

**Prepared for:**

**Plymouth Charter Township**

*Prepared by*  
**EPIC ▪ MRA**

January 2014

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## **I. CREDENTIALS OF THE FIRM**

### **A. Business Structure and History**

#### **EPIC • MRA**

EPIC • MRA is the assumed name for Michigan Researchers Associates, Inc., a Michigan for-profit corporation incorporated in 1991, with headquarters in Lansing, Michigan. It is the successor entity to Michigan Research Associates, a partnership formed in 1985.

The principal officers of EPIC • MRA have been active in educational, economic, political, marketing, business and health issues for over 35 years. The EPIC • MRA staff consists of four full-time professionals as well as a cadre of seasoned associates and sub-contractors with whom the firm regularly works.

Over the years, EPIC • MRA has conducted hundreds of surveys and provided consultation and survey research services on a wide-range of topics including:

- school millage ballot proposals;
- parks and recreation use and needs assessments;
- county, township and municipal government service satisfaction studies;
- customer satisfaction, needs assessment and ballot question surveys;
- marketing surveys for large and small market health care institutions.
- member surveys for professional and trade associations;
- transportation needs assessments studies; and,
- current affairs opinion polls for major media outlets in Michigan and throughout the country;

### **B. Contact Information**

#### **EPIC • MRA**

4710 W. Saginaw Hwy.  
Suite 2C  
Lansing, MI 48917

Contact: **John Cavanagh, JD**, secretary-treasurer and general counsel;  
or,  
**Kelly Sullivan**, office manager

4710 W. Saginaw Hwy, Ste. 2C  
Lansing, MI 48917  
Phone: 517/886-0860  
Fax: 517/886-9176  
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[www.epicmra.com](http://www.epicmra.com)

## **II. Needs Assessment Survey Experience**

EPIC ▪ MRA has developed a particular expertise in working with local units of government, public education entities, library boards and others, to successfully guide policy decisions. Perhaps more important, however, is the accuracy of the firm's work. Obviously, not all governmental decisions are destined to meet with public approval and EPIC ▪ MRA views its role as being that of a disinterested third party charged with accurately assessing and reporting both hopeful and disappointing news.

The firm's track record, combined with many years of experience, has established their leadership position in providing effective consultation and guidance in the public policy-making arena. EPIC ▪ MRA has worked with literally scores of governmental entities over the years, including parks and recreation agencies. The following are several that have retained EPIC ▪ MRA's services in recent years:

### **A. Recent Needs Assessment Projects**

#### **City of East Lansing Customer Satisfaction/Citizen Preference Survey – 2011**

In the early Fall of 2011, the Parks, Recreation and Arts (PRA) Department of the City of East Lansing, Michigan commissioned EPIC ▪ MRA to execute a citizen survey to, among other things:

- Gauge current and intended usage of parks and programs;
- Assess the job the PRA is doing re: maintenance, facility and program offerings;
- Record respondent preferences concerning the direction PRA should take in light of declining/flat revenues; and
- Measure attitudes regarding the implementation of "Green" initiatives viz-a-vis, their practical and aesthetic implications.

Five Hundred Twenty responses were gathered between September 27<sup>th</sup> and October 11<sup>th</sup> via the on-line methodology.

#### **Commerce Township Recreation Plan - 2009**

EPIC ▪ MRA together with the planning and engineering firm Wade Trim, assisted the Charter Township of Commerce, Michigan, in the formulation of a Township-wide Recreation Plan, adopted in 2009. An online parks and recreation opinion survey was developed and hosted by EPIC ▪ MRA. After considerable advertisement of the survey, including notices, flyers and a link from the Township's website, the survey went live on October 6, 2008 and was open through November 4, 2008. In total, 462 people participated in the survey, which provided valuable insight into citizen desires and needs related to recreation facilities and programs.

**Berrien County Michigan – 2008**

EPIC ▪ MRA was engaged in a project with Berrien County to conduct a 400-sample survey of residents about their parks and recreation preferences and priorities. The survey instrument representing an interview length of approximately twelve minutes was completed in time and within budget in the early Spring of 2008.

**Watertown Township, Clinton County - 2007**

EPIC ▪ MRA was awarded a contract to conduct a survey of residents of Watertown Township, Clinton County. In addition to measuring general levels of satisfaction with the services delivered by this growing urban “edge” jurisdiction, the survey also investigated citizen willingness to finance some services that are currently either not directly being delivered or are being contracted out – in particular some parks and recreation services.

**Northville Shared Services Committee - 2006**

In early 2006, the Northville Shared Services Committee, an entity formed through the cooperation of the City of Northville and Northville Township to administer parks and recreation functions for the two jurisdictions, commissioned EPIC ▪ MRA to conduct a survey of residents. This 500-sample survey was apportioned between residents of the township and the city and measured satisfaction with the delivery of services as well as gauging the level of support for a dedicated millage. The results of this study were instrumental in the successful ballot question presented to the voters in November of that year.

**Ottawa County, Michigan – 2006**

In order to help direct their long term strategic planning, Ottawa County has commissioned EPIC ▪ MRA to conduct a survey of citizens to measure satisfaction with the delivery of county services, and to elicit information about what they perceive as lacking. An important component of this research was to assess citizen opinion and attitude toward the administration of the county’s parks and recreation services, including gauging sentiment toward a dedicated millage.

**City of Traverse City – 2004**

In October of 2004, EPIC ▪ MRA conducted a 400-sample, fifteen-minute survey of qualified Traverse City citizens regarding the future of the Clinch Park Zoo. At issue was the continued underwriting of the zoo’s operational costs by the city, as well as a measurement of community sentiment for financing an alternative to this land locked, waterfront park. The results of this survey were relied upon heavily by the city commission in its deliberations concerning the future of the zoo.

**Tri-unit Recreation Commission. 2002/2003**

EPIC ▪ MRA conducted a survey for the Tri-unit Recreation Commission. The Genesee County-based commission consisted of representatives of Davison City, Davison Township, Richfield Township and the Davison School District, and was charged with determining how best to deliver parks and recreation services to their respective constituencies. The telephone survey posed a comprehensive set of questions to respondents regarding their attitudes and opinions about the existing level of recreation services available to them. The survey also measured the level of community support – by community – for a possible dedicated millage.

**B. References**

Mr. Tim McCaffrey, Director  
Parks, Recreation and Arts  
City of East Lansing  
819 Abbot Road  
East Lansing, MI 48823  
517-319-6809

Ms. Emily England, Parks and Recreation  
Coordinator  
Commerce Township  
2009 Township Drive  
Commerce Township, MI 48390  
248-926-0063

Mr. Alan Vanderberg, Administrator  
Ottawa County  
12220 Fillmore Street  
Suite 310  
West Olive, MI 49460  
616-738-4888

Ms. Traci Sincock, CPRP, Director  
Northville Parks & Recreation  
700 W. Baseline Road  
Northville, MI 48167  
248-449-9941

Ms. Jennifer Tubbs, Township Manager  
Watertown Township  
12803 Wacousta Road  
Grand Ledge, Michigan 48837  
517-626-6593 ext. 207

Berrien County Parks Director  
701 Main Street  
St. Joseph, MI 49085  
Phone: 269-982-8631



## 1. Additional References

### An Abbreviated Roster of Other Recent Clients Commissioning Similar Research

Albion Public Schools 1418 Cooper Street Albion, MI 49224	Kalamazoo RESA 1819 East Milham Avenue Portage, MI 49002
Allegan Area ESA 310 Thomas Street Allegan, MI 49010	Kalamazoo Transit Authority 530 North Rose Street Kalamazoo, MI 49007
Blissfield Community Schools 630 South Lane Street Blissfield, MI 49228	Lakeshore Schools 5771 Cleveland Avenue Stevensville, MI 49127
Capac School District 403 North Glassford Street P.O. BOX 700 Capac, MI 48014	Lenawee Economic Development Corporation 5285 West US-223 Suite A Adrian, MI 49221
Charlotte Public Schools 378 State Street Charlotte, MI 48813	Manistee Area Public Schools 550 Maple Street Manistee, MI 49660
Clare-Gladwin ISD 4041 East Mannsiding Road Clare, MI 48617	Marshall Public Schools 100 East Green Street Marshall, MI 49068
Delta College 1961 Delta Drive University Center, MI 48710	Mecosta-Osceola ISD 15760 190 <sup>th</sup> Avenue Big Rapids, MI 49307
East Lansing, City of 410 Abbot Road East Lansing, MI 48823	Michigan Dept. of Education 608 West Allegan Street P.O. BOX 30008 Lansing, MI 48909
First Steps – Kent 118 Commerce Avenue SW Grand Rapids, MI 49503	Michigan Dept. of Natural Resources Executive Division P.O. Box 30028 Lansing, MI 48909
Galesburg-Augusta Schools 1076 North 37 <sup>th</sup> Street Galesburg, MI 49053	Michigan Dept. of Transportation State Transportation Building 425 W. Ottawa Street P.O. BOX 30050 Lansing, MI 48909
Grand Rapids Public Schools 1331 Franklin Street SE P.O. BOX 117 Grand Rapids, MI 49501	Muskegon Community Health Project 565 West Western Avenue Muskegon, MI 49440
Grand Rapids Community College 143 Bostwick Avenue NE Grand Rapids, MI 49503	Pinckney Community Schools 2130 East M-36 Pinckney, MI 48169
Hudsonville, City of 3275 Central Boulevard Hudsonville, MI 49426	The Rapid – Grand Rapids Transit Administrative Headquarters 300 Ellsworth SW Grand Rapids, MI 49503
Jackson Community College 2111 Emmons Road Jackson, MI 49201	Washtenaw ISD 1819 South Wagner Road P.O. BOX 1406 Ann Arbor, MI 48106
Kent ISD 2930 Knapp Street SE Grand Rapids, MI 49525	Waverly Community Schools 515 Snow Road Lansing, MI 48917

### **III. Resumes of Staff**

#### **A. EPIC • MRA**

##### **Bernie Porn**

##### ***Founding Principal and President***

Bernie Porn is a partner and President of EPIC • MRA. Drawing on over three decades of research and communication experience, Mr. Porn's primary role with the firm involves the writing and analysis of the survey research conducted for most of EPIC • MRA's clients. He is also looked to by members of the media, academia, and others, for commentary on the wide spectrum of topics researched by the firm.

##### **Representative Accomplishments**

Recent work performed by Mr. Porn includes:

- Development and analysis of a needs assessment survey for the City of East Lansing Parks, Recreation and Arts Department
- College and school district needs assessment surveys
- Surveys testing the public's willingness to pay increased taxes to fund educational improvements and health care coverage
- Numerous custom surveys for print and electronic media outlets

Mr. Porn's expertise in the drafting of bias-free instruments and attention to sampling detail has made him a popular guest lecturer at several of Michigan's community colleges and universities.

##### **Education**

Mr. Porn is a graduate of Aquinas College in Grand Rapids, majoring in urban affairs and schooled in statistics. He worked on the staff of the Michigan House of Representatives for nineteen years, serving as the Director of Communications from 1990 to 1992.

**John F. Cavanagh, JD**  
*Founding Principal and Secretary-Treasurer*

As one of the founders of EPIC ▪ MRA, Cavanagh is its Secretary-Treasurer where he serves as the chief financial officer and administrator for the firm and also fills the capacity of general counsel. Notwithstanding his administrative responsibilities, Mr. Cavanagh involves himself closely in the substantive research work of the firm from sample design and questionnaire development, to oral presentations and moderating focus groups.

Mr. Cavanagh's recent work includes:

- A 900 sample customer satisfaction survey conducted on behalf of the Office of Retirement Services among State of Michigan retirement plan participants measuring satisfaction with various services provided by the plan administrator, ING.
- Public opinion survey of 400 qualified respondents residing in the Lakeshore Public Schools District (Stevensville, MI) regarding a future school bond ballot question.
- An 850-sample statewide survey of registered voters on behalf of the Michigan Economic Council measuring public opinion on a range of issues likely to be considered in the 2013/2014 state legislative session.

**Education**

Mr. Cavanagh graduated cum laude from Michigan State University with a degree in Criminal Justice. He earned his Juris Doctor from Thomas M. Cooley Law School, being sworn in as a member of the Michigan Bar in 1983.

Both of the firm's principals have extensive experience with writing survey instruments that can efficiently obtain the needed information. They have written hundreds of questionnaires for schools, local and state government entities, non-profit organizations, as well as the private sector. They would each have a hand in the current project, if selected for the work.

In addition, EPIC ▪ MRA is fortunate to have two other full-time salaried staff members at its disposal: Mr. Neal Richey and Mr. Kelly Sullivan.

**Mr. Richey** is the firm's Data Processing Systems Manager and is responsible for most of the firm's custom programming and telephone sample production needs. He oversees the firm's extensive workstation system and data entry network, and has over 25 years experience with data processing and custom programming.

A 20 year veteran of the firm and graduate of Michigan State University with a Bachelor's Degree in Mathematics, **Mr. Kelly Sullivan** is the Director of Office Operations and Project Manager, in addition to assisting Mr. Richey with the programming, coding and analysis of survey data, he is responsible for overseeing the production and workflow at EPIC ▪ MRA.

## IV. Scope of Services

Based on current knowledge, Plymouth Township is interested in a statistically valid measurement of the attitudes, interests, priorities, and support for Township parks and recreation services and facilities by its residents, as well as frequency of participation, public recreation facility use and awareness, satisfaction levels, and demographic characteristics of both users and non-users of the Township's parks and recreation programs and facilities.

### A. Questionnaire Development

Over the course of the firm's existence, local governmental units and their agencies and departments, school districts, transit authorities and other publicly-funded entities with taxing authority have always found survey research data to be of assistance in charting an overall policy direction, as well giving key guidance for strategic planning, budgeting priorities, and public education efforts. This has become an increasingly valuable tool in recent years, which have seen progressively more austere budgets on the state and local level.

The process begins by conferring with the Client in an effort to define what attitudinal and opinion information is hoped to be gathered from the survey. An effort is also made to secure technical written and oral background information concerning the issues of interest, as well as gathering information through a review of supplied press clippings, recounted statements made at public meetings, and other anecdotal information from interested parties. From this dialogue, a draft of a survey instrument is developed for the Client's review.

Typically, the process of questionnaire development is the most protracted portion of the project, and following presentation of an initial draft of the survey instrument a series of back-and-forth review, recommendation and re-draft sessions are had before the final instrument is ready for administration. Presentation of the draft questionnaire would also include an estimate of the average length of the interview in the case of a telephone survey or how long the interview will take to complete in the case of an on-line or mail out survey.

It is rare that surveys measuring public opinion on any issue involving citizen satisfaction with service and attitude toward potential changes in the status quo can be adequately conducted in fewer than ten minutes (time that includes the standard demographic battery) and as often as not, the interview will range as high as fifteen to eighteen minutes. As is illustrated in the section on pricing *infra*, interview length is one of two main variables that determine price. Sample size, or number of interviews administered, is the other main variable that determines the cost of a survey.

### B. Sample Size Determination

The number of samples selected for completion is dependent on a number of factors, chief among them being the overall size of the potential respondent pool, as well as the Client's need to analyze subsets (e.g. older respondents, regular users of services, parents of school-age children, etc.) within the overall sample. In the final analysis, as with interview length, the

sample size ultimately selected is as much a function of the available research budget as it is information need, and a decision concerning this often partakes of a balance of the aforementioned considerations.

For the instant project, it is recommended that at least 400 samples be gathered. However, there may be a compelling interest in securing a more robust sampling of parks and recreation service and facility users than would naturally emerge from a completely random sampling of eligible households in Plymouth Township. In such an instance, a larger overall sampling or, an oversampling of individuals fitting criteria of interest would be required. In either event, something greater than 400 samples would be required to achieve this result. Broad consideration of this possibility is addressed in the section on pricing.

### **C. Sample Draw**

#### **1. Telephone Samples**

EPIC • MRA maintains an in-house file of published telephone numbers, as well as maintaining the latest update of the Secretary of State's qualified voter file, Bureau of the Census information, and postal discount information source files. Taken together, these resources allow the generation of a pool of residential telephone numbers in Plymouth Township. From this resulting pool of potential respondent telephone number records, numbers are randomly pulled in a manner that ensures proper stratification across the entire jurisdiction that is the subject of the survey. In addition, "gaps" in the numbers are filled by using a random digit dialing protocol to ensure representation of households without published telephone numbers.

With the increasing prevalence of individuals and households communicating by cell-phone only, there is often interest in obtaining a portion of the sample (up to 30 percent in some instances) from respondents fitting this description. EPIC • MRA is certainly capable of, and comfortable with, completing a portion of survey from cell-phone only respondents, however, use of this technique dramatically increases the cost of the survey.

That is, the methods used in matching residential numbers against established address file sources are unavailable in the case of cell phones -- their portability negates any assurance that the holder of a cell phone with a 734 area code lives in the state, much less within the borders of the Township. For this and many other reasons, many more attempts must be made before reaching a respondent qualified and willing to complete an interview. As a result, the costs associated with filling a sample point with a completed interview increase considerably.

#### **2. On-line Sampling**

As noted earlier, it is possible that there may be interest in acquiring an oversampling of users of the parks and recreation services and facilities. A relatively economical way to procure data from this class of respondent would be in the form of an on-line survey. It is noted that in order to allow consolidation of this data with that of the phone survey, the questionnaires for each of the methods must be identical.

This methodology would also require the participation of the Parks and Recreation Department, primarily in the form of providing any available service user contact information, advertising the existence of the survey and promoting participation and, providing space on its web site for respondents to access the survey.

#### **D. Interview Administration**

Once a questionnaire is approved and a sampling frame determined, the pool of stratified randomly selected numbers is generated, with any of up to forty unique telephone numbers being adequate to fill any given sample point. Thus, up to forty “prime” numbers will be available for each sample point allowing a move to the next number for that sample if the initial number attempted is busy, no answer or refused. It has been EPIC • MRA’s experience that an average of between eight and twenty numbers must be attempted – depending on the area being called – in order to obtain a completed interview.

By using the aforementioned sampling frame and a courteous interview protocol, together with a pre-weighted male/female quota for each sample, the “not-at-home” or refusals are rendered moot, as is most other potential respondent bias. The balance of respondent bias potential is addressed by the fact that EPIC • MRA makes phone calls over different times of the day and different days of the week, as well as using persuasive techniques with respondents which include re-scheduling a more convenient time for the interview, and stressing the importance of scientific validity in the study design.

It is noted that EPIC • MRA does not employ any automated predictive dialing features that result in the characteristic “pause” after a respondent picks up the phone. This pause is an unquestionable annoyance, but more important, its presence increases the rate of non-response and for that reason alone, predictive dialing is not used.

As for interviewer bias, the phone bank personnel have an average of over three years of interviewing experience and have a full appreciation for reading the questionnaire script word-for-word. Indeed, to the extent that there are terminations of employees, it is the inability or unwillingness to adhere to this requirement that is high on the list of reasons for follow-up action with an employee.

For a survey the scope of that under consideration, the interview administration phase can be expected to take at least five business days. If an on-line methodology is used in tandem with the telephone method, the length of time of being “in the field” is completely dependent upon how long it is determined that the survey shall be available for access.

### **E. Data Tabulation and Analysis**

EPIC ▪ MRA uses SPSS software that allows for the type of sophisticated analysis called for in these types of surveys. Upon completion of the interviews, the software is applied to the data to generate a frequency report that allows the analyst to extrapolate from the survey, an estimate of the proportion of the population that would select a given response to a given question.

In addition, since the survey will also include a full battery of demographic information, a cross tabulation report will be generated, allowing analysis by an almost infinite number of demographic variables. Notwithstanding the theoretically “infinite” number of cross tabulations that are possible, care will be taken to generate those that will be deemed useful, thus avoiding an inundation with literally reams of paper. Typically, a 60-question interview will produce 2500 unique cross tabulations which, when printed, amounts to about 200 pages of material.

The frequency results are useful in gauging overall reaction to specific questions posed, and for garnering a notion of what the attitudes of the population as a whole might be. The “crosstabs” are beneficial (presuming the subset being analyzed is sufficiently large) in getting a handle on how particular segments of the population (e.g. regular users of public recreation services and facilities vs. non- and/or infrequent users) react to a question in comparison to the entire sample. The comparison of frequencies with crosstabs is useful in analyzing the respective attitudes of subgroups, as well as gauging popular acceptance for particular proposals, policy changes, or other measures that are potentially controversial.

As is the case with any governmental body, the fact of the survey, its cost, and its results, are subject to the Freedom of Information Act, and thus open to public scrutiny. However, as noted earlier, our firm has great experience with taking on public entities as clients, and we pride ourselves on our ability to craft a survey and present results in a manner that justifies the expenditure of public dollars. Moreover, our service includes offering an oral presentation of results which, more often than not, is delivered as part of a regularly scheduled board meeting.

### **F. Other Deliverables**

As a normal part of the service, copies of the final written report would be delivered to the client, as well as an electronic version of the this report. In addition, a Frequency Report of Survey Responses and Cross Tabulation Tables would be forwarded.

As is also customary, an oral presentation of the results of the survey is also offered if it is the wish of the Client to have one. These presentations are often made part of a regularly scheduled public meeting when applicable, and are useful in dampening any potential backlash the data might produce, and can be scheduled at a place and time most convenient for all parties involved.

### **G. Timeline**

The process of developing a survey instrument, administering the interviews, entering the data, and analyzing the results generally requires approximately six to eight weeks from the time of

the first consultation to the delivery of the final textual report. This timeline is approximate, however, and is contingent on variables such as the length of the consultation, drafting, and revision period, as well as on what point in the calendar (holiday seasons, etc.) the work is attempted.

## V. Professional Fees & Expenses

Fees associated with this project will depend upon the size of the sample, and the amount of time required to conduct the interview over the telephone. If there is interest in analysis of relatively discrete subsets of the population (e.g. a particular region of the Township), then a larger sample size – either in overall terms or as over samples within a population – is called for.

With this as a background and with the understanding that the scope of public opinion research is often driven as much by budget as it is by the need for information, the following chart illustrates EPIC • MRA charges for surveys of varying interview lengths and sample sizes:

### A. Telephone Interviews

	400 Samples <i>Minimum Recommended Sampling</i>	600 Samples	800 Samples <i>Maximum Recommended Sampling</i>	Price per Over Sample
10-Minute	\$14,175.00	\$18,750.00	\$23,250.00	\$23.50
12-Minute	\$16,500.00	\$22,000.00	\$27,500.00	\$27.75
15-Minute	\$20,000.00	\$25,500.00	\$33,800.00	\$34.50
18-Minute	\$23,675.00	\$31,750.00	\$38,150.00	\$43.20
20-Minute	\$26,350.00	\$35,900.00	\$43,775.00	\$50.50

Requests to incorporate data from respondents using cell phones only, carries a 25 percent additional cost per sample.

Please note that the prices quoted are for all survey-related services, including:

- Ongoing consultation to develop the questionnaire and sample frame.
- Telephone sample draw.
- Interview administration and supervision.
- Frequency and cross tabulation tables.
- Textual executive summary.
- Upon request, a post-survey oral presentation of results.
- Professional fee and travel expense for one on-site oral presentation of results.



## **B. On-line Interviews**

The costs and fees outlined below are for web-based questionnaires representative of average length (i.e. 15-minute telephone interview equivalent) and complexity. The methodology is envisioned as being aimed at the users-of-services audience and intended as a supplement to the telephone survey. The prices are based on the questionnaire being identical to the telephone survey instrument.

### **Professional fee – for up to 300 responses:**

Produce frequency report:	\$ 1,500.00
Produce cross-tabulation report:	<u>\$ 1,750.00</u>
<b>SUB TOTAL:</b>	<b>\$ 3,250.00</b>

Incorporation of results into textual analysis of telephone survey results: \$ 1,200.00

**TOTAL:** **\$ 4,450.00**

In the event more than 300 individual responses are received, the Township has the option of either randomly removing the excess responses to achieve a total of 300 completed interviews or, paying an additional processing fee, which fee is:

**Fee for processing/analysis of interviews in excess of 300:** **@ \$10.00 per**



**Price Proposal  
Plymouth Township, MI  
Survey Research**

December 23, 2013

Richard M. Reaume  
Plymouth Township Supervisor  
9955 N. Haggerty Rd  
Plymouth, MI 48170

Dear Mr. Reaume:

Per my recent conversation with you, I am writing you to outline the services we can offer Plymouth Township. Here is our understanding of the project.

Plymouth Township Board of Trustees approved a survey of township residents' recreation wants. The purpose of the study is to provide data that will assist and guide the Board in determining the direction the Township should take in planning community recreation; whether that is, "...improving township recreation facilities, with anything from new walking paths or a dog park to a full-fledged recreation center..." or "...purchasing the Central Middle School 18-acre site and converting it into a recreation and cultural center...". The survey will also assist the Township in determining whether it should pursue a bond vote in 2014, what amount for the bond should be asked for and what are the particulars that should be included in the bond request.

The study we are proposing would consist of telephone surveys of likely bond voters in a 2014 election. The study would consist of a stratified random sample of these voters throughout the Township.

Specifically, Target Insyght in recommending that it conducts a 300 sample voter study, consisting of telephone interviews of approximately 12 minutes in length. The 300 sample study would be random and stratified across Plymouth Township to ensure a representative sample of voter opinion. Demographic information will be collected as part of the study to understand who will be voting and their various opinions. Assuming there are no delays, all study data collection can be completed by the end of January, 2014.

**Study Issues (Area in need of consideration):**

- a. What options and particulars in a recreation bond proposal do the voters support or oppose?
- b. What bond amount will voters support?
- c. What is the level of awareness and what education is needed today around a recreation proposal?
- d. Current perception of the quality of recreation in Plymouth Township.
- e. What do voters believe should be included in the recreation bond proposal?
- f. What are the messages that need to be conveyed to all voters?

As with any study the length of the survey will determine how many issues can and will be addressed.

**Price Chart - Deposit is required and balance upon submission of textual report.**

<b>Survey Length</b>	<b>300 sample</b>
<b>12 minute</b>	<b>\$ 13,800</b>
<b>Deposit of :</b>	<b>\$ 9,200</b>
<b>Balance With Final Report</b>	<b>\$ 4,600</b>

For listed fees, we will:

1. Participate in one on-site pre-survey client consultation
2. Develop the base survey questionnaire
3. Participate in on-going telephone consultation to develop the questionnaires
4. Present a draft survey instrument for review and comment
5. Provide a telephone sample design
6. Administer and supervise the telephone interviews
7. Develop a profile of likely Township voters
8. Validate the survey data results
9. Provide a frequency report of results and cross tabulation tables of data collected
10. Conduct an initial phone discussion of top-line results
11. Participate in informal discussion of results and provide recommendations for action
12. Provide a textual executive summary of the results
13. Conduct a comprehensive oral presentation of the results with recommendations.
14. Meet with key stakeholders to outline and discuss the results of the survey

This letter signifies the details of what we believe we discussed

The charge for the services of conducting the Plymouth Township survey would be \$13,800

**Payment:** Payment of a flat fee of Thirteen Thousand- Eight Hundred (\$13,800.00) Dollars would be made in two separate installments as follows:

- An initial installment of **Nine Thousand Two Hundred (\$9,200.00) Dollars** to begin the draft of the survey, processing for the payment of which shall be contemporaneous with the execution of a Letter of Agreement with delivery due upon the execution of an agreement;
- A second and final installment of **Four Thousand-Six Hundred (\$4,600.00) Dollars** payable upon presentation of a final report.

Again, thank you for the opportunity to work with you. We very much look forward to working with you on this timely and critical topic.

**Target Insyght**  
Ed Sarpolus

## Plymouth Township, MI Agreement for Research

December 26, 2013

Cobalt Community Research (Cobalt) is pleased to provide this contract for research collaboration between Cobalt the Township of Plymouth, MI (the Partner), having a business address of 9955 N. Haggerty Road, Plymouth, MI 48170. Cobalt Community Research ([www.cobaltcommunityresearch.org](http://www.cobaltcommunityresearch.org)) is a 501c3 nonprofit organization with a mission to provide research and educational tools that help schools, local governments and other nonprofit organizations thrive as changes emerge in the economic, demographic and social landscape. Cobalt is located at 1134 Municipal Way, Lansing, Michigan 48917; (877) 888-0209; F: (517) 703-9704; E-mail: [wsaintamour@cobaltcommunityresearch.org](mailto:wsaintamour@cobaltcommunityresearch.org)

### DELIVERABLES (SECTION 1)

Count	Core Package	Subtotal
1	Includes executive summary in MS PowerPoint, 2 sheets (4 sides) of custom questions (which can include green and open space questions, repurposing of middle school, millage/bond support, communication preference, demographic questions, detailed cross-tabs with thermal mapping, phone-based follow-up with Partner on draft results, onsite presentation of final	\$ 4,997
<b>Additional Modules and Options(See reference for Examples)</b>		
	Additional Pages: \$1000 per page	\$ -
	Non-English Versions: \$650 per translation	\$ -
	Optional Follow-up Citizen Work Groups/Focus Groups (Partner provides location and recruits participants): \$1,200	\$ -
<b>Distribution</b>		
1	Web link for completion online (included) \$ Waived	\$ -
	Eblast distribution via email list provided by partner (3 waves): \$100 per 1,000 recipients	\$ -
1	Mail distribution: Production and postage for an initial mailing to 1,500 residents of a 4- page assessment with cover letter, a second mailing of the assessment to those who have not responded, and business reply postage based on a 25% response rate. Actual costs may vary based on final counts, page counts, postal discounts, and response levels. Estimated cost: \$3,550 (1,500 recipients).	\$ 3,550
	Mail distribution: Production and postage for an initial mailing to 2,000 residents of a 4- page assessment with cover letter, a second mailing of the assessment to those who have not responded, and business reply postage based on a 25% response rate. Actual costs may vary based on final counts, page counts, postal discounts, and response levels. Estimated cost: \$4,850 (2,000 recipients).	\$ -
<b>Total Quote</b>		<b>\$8547</b>

Pricing valid for 60 days from the date of this document. 50% of quoted amount of the assessment engagement upon the signing of the contract. Remaining balance upon delivery of results.

This agreement includes all of the terms and conditions agreed to by the parties. Any changes to these terms and conditions must be made in writing and signed by both parties to be effective.

### ACCEPTANCE

This agreement (Sections 1 and 2) shall be deemed accepted after it has been signed by a representative of the Partner and a representative of Cobalt. Acceptance may be made by facsimile and the agreement executed in one or more counterparts, each which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

**Nondisclosure Statement:** All materials contained in this agreement are the confidential and proprietary property of Cobalt Community Research. The information contained herein is provided by Cobalt Community Research for evaluation by the Partner. Dissemination to other parties is prohibited.

Authorized Representative



Cobalt Community Research, Executive Director

Date

December 26, 2013

Date

## CONTRACTUAL TERMS AND CONDITIONS (SECTION II)

### 1. TERM OF CONTRACT

The contract shall be effective as of the date this agreement is signed by both parties. Unless terminated earlier as set forth in Section 5 below, the contract shall remain in full force and effect for a period of twelve (12) months (the "Initial Term").

### 2. COBALT' RESPONSIBILITIES

Cobalt shall provide the Services described in the Statement of Work in accordance with the terms and conditions of this Agreement. In the course of providing the Services, Cobalt shall deliver to Partner all deliverables arising from or related to the Services and agreed upon by the parties. Each Supplemental Statement of Work entered into by the parties shall be numbered sequentially (e.g. Statement of Work #1, etc.) and shall not be binding until signed by the authorized representative of each party. In the event of a conflict between any signed Statement of Work and this Agreement, the terms and conditions of this Agreement shall prevail. Any change in the scope of Services and Fees shall be agreed upon in writing by the parties.

Cobalt will assume responsibility for all contractual activities whether or not Cobalt performs them. Cobalt is the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The Partner reserves the right to interview key personnel assigned by Cobalt to this project and to recommend reassignment of personnel deemed unsatisfactory by the Partner. Cobalt may delegate any duties under this contract to a subcontractor. If any part of the work is subcontracted, Cobalt shall identify upon written request the proposed subcontractor by firm name, address and contact person, and provide the Partner with a complete description of all work to be subcontracted together with descriptive information about the subcontractor's organization and ability to perform the work. Cobalt is responsible for ensuring that subcontractors adhere to all applicable provisions of the contract.

### 3. CONFIDENTIALITY

Cobalt and the Partner shall treat all information provided by one another as confidential. Except in the course of, and as necessary to, providing services pursuant to this agreement, neither party shall disclose any confidential information without the other party's consent, unless required by law. Prior to any such disclosure, if not otherwise prohibited by law, the party required to disclose shall notify the other party at least 5 days prior to the date that it intends to make such disclosure. Confidential information includes any and all documents, materials and information (whether oral or written, including electronic media format), including but not limited to member and resident data, client lists, fee schedules, and statements of policies, procedures, and business methods.

"Data", as used in this Section 3, means the information contained in assessment responses received from Partner's residents or members, but not the assessments themselves. The Partner agrees that identity information about individual assessment respondents will not be returned to the Partner to protect the confidentiality of the individuals who responded to the assessment. In addition, the Partner agrees to protect individual identities by protecting any data or analysis of data that allows individual identities to be determined. "Measurements", as used in this Section, means the deliverables to be delivered to Partner by Cobalt under any particular Statement of Work. The Partner shall own the Data and Measurements. Partner hereby grants to Cobalt and to CFI Group USA, LLC ("CFI") a perpetual, non-exclusive, royalty free, fully paid-up, worldwide license, with the right to sublicense, to use such Data and Measurements in the performance of the Services and in the creation of indices which are compiled from aggregated Data and Measurements (the "Aggregated Indices"). The Aggregated Indices will contain Partner's Data and Measurements; however, the Aggregated Indices will not contain individually identifiable data regarding Partner or its residents/members and will not allow a user thereof to ascertain or otherwise isolate data regarding the Partner or its residents or members. Cobalt and CFI shall not publish or disclose to any third party Partner's individual Data or Measurements without the prior written consent of Partner. Partner shall have no ownership interest in the Aggregated Indices. Cobalt and CFI has the right to use Partner's name in describing the participants of the Aggregated Indices. In addition, Cobalt and CFI has the right to use the Partner's name in identifying best-in-class organizations that produce high satisfaction levels.

### 4. INDEMNIFICATION

Cobalt shall be held to the exercise of reasonable care in carrying out the provisions of the contract. The Partner agrees to indemnify, defend and hold harmless Cobalt, its trustees, officers, agents and employees from and against any and all claims, damages, losses, liabilities, suits, costs, charges, expenses (including, but not limited to reasonable attorney fees and court costs), judgments, fines and penalties, of any nature whatsoever, arising from the performance of duties under the contract, to the extent not attributable to negligence, willful misconduct, or unethical practice by Cobalt.

Cobalt warrants that it shall provide the Services in a diligent and workmanlike manner and shall employ due care and attention in providing the Services. However, Partner agrees that Cobalt shall not be liable on account of any errors, omissions, delays, or losses unless caused by Cobalt's gross negligence or willful misconduct. In no event shall either party be liable for indirect, special, or consequential damages. In no event shall the total aggregate liability of either party for any claims, losses, or damages arising under this agreement and services performed hereunder exceed the total charges paid to Cobalt during the term, even if the party has been advised of the possibility of such potential claim, loss, or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

### 5. MODIFICATION AND CANCELLATION

The contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties. Any change in services requested by the Partner may result in price changes by Cobalt. In the event that revised prices are not acceptable to the Partner, the contract may be canceled. Either party with 30-business days' written notice to the other may cancel the

contract. In the event of cancellation by either party, the Partner shall be responsible for all fees due and payable under the contract as of the date of notice of termination.

### 6. GOVERNING LAW AND ARBITRATION

The contract shall be governed by and construed in accordance with the laws of the State of Michigan. In the event of any dispute, claim, question, or disagreement arising from or relating to the contract or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 business days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any Michigan court having jurisdiction thereof.

### 7. PRICE AND PAYMENT TERMS

The Partner shall pay the fees identified in any Statement of Work(s) executed by the parties. Unless otherwise agreed to in a Statement of Work, Cobalt shall invoice Partner for Services at the beginning of the Term and upon delivery of results. Payment from the Partner shall be due upon receipt of the invoice. Adjustment for any billing errors or Partner credits shall be made monthly. Cobalt may apply a monthly delinquency charge on amounts not paid within 30 days of the date of the Partner's receipt of the invoice, which charge shall be equal to five percent (5%) of any unpaid amount. Partner agrees to pay any applicable taxes and any travel costs and professional fees that Cobalt may incur from Partner-requested travel.

### 8. ASSUMPTIONS

The Partner shall provide community contact data using the Cobalt Contact Template in MS Excel. If data is not provided in conformance with the template, clean-up will be performed by Cobalt and charged on an hourly basis, with prior agreement of Partner.

Cobalt cannot guarantee assessment response levels; however, a minimum of 100 completed assessments is required for accurate analysis. Cobalt (or the Partner if the Partner is mailing the assessment) will automatically conduct reminder mailings to ensure a minimum of 100, which provides a confidence interval of approximately +/- 3.3% with a 90% confidence. The Partner may designate a higher minimum.

Cobalt shall bill and the Partner agrees to pay all printing and mailing fees associated with a mailing, including postage.

The Partner is responsible for prompt review and response to draft questions and research materials, and the Partner is responsible for prompt approval to release such research materials. If the Partner fails to notify Cobalt of project status or provide the contact data or approval or edits to research materials within 30 days of receipt from Cobalt, the partner agrees to pay Cobalt 50% of the remaining fees, and the project will go into an "inactive" status. The Partner has an additional 30 days to reactivate the project. If the project is not reactivated in that time, the project will be closed, and future work will be charged as a new project.

All research is subject to imprecision based on scope, sampling error, response error, etc. Assessment results have an overall margin of error, and the margin of error for subdivided data varies by question and is higher. All research is designed to reduce uncertainty, but it can never eliminate it. The Partner must evaluate all information thoroughly and independently and balance it with other sources of information, legal requirements, safety standards, and professional judgment before taking action based on research information.

### 9. TECHNICAL APPROACH

Cobalt will provide research services that comply with generally accepted research principles and that comply with the requirements of national services such as the ACSI. In addition, projects and services will be lead by Cobalt staff certified by the Market Research Association's Professional Researcher Certification (PRC) program, which is endorsed by major national and international research organizations such as the AMA (American Marketing Association), the ARF (Advertising Research Foundation), CMOR (Council of Marketing and Opinion Research), IMRO (Interactive Marketing Research Organization), MRRI (Marketing Research Institute International), the RIVA Training Institute and the Burke Institute.

### 10. ACCEPTANCE OF TERMS AND CONDITIONS

The failure of a party to insist upon strict adherence to any term of the contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the contract. Each provision of the contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions of the contract shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

### 11. NOTICE

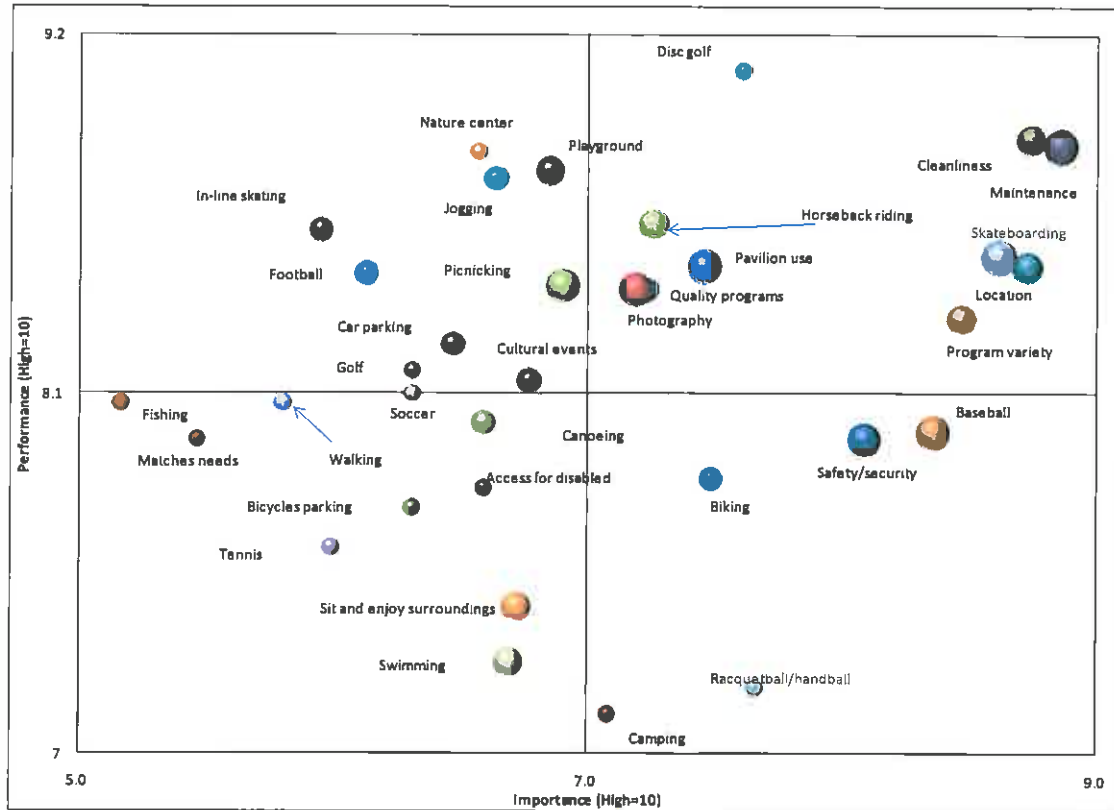
Any notice required or permitted to be made or given by either party hereto pursuant to this Agreement shall be in writing and shall be deemed effective if sent by such party to the other party by mail, overnight delivery, postage or other delivery charges prepaid, to the addresses set forth above, and to the attention of the Executive Director for Cobalt and Partner's designated contact person. Either party may change its address by giving notice to the other party stating its desire to so change its address.

### 12. SURVIVAL.

Sections 3, 4, 6 and this Section 12 shall survive the termination of this Agreement.

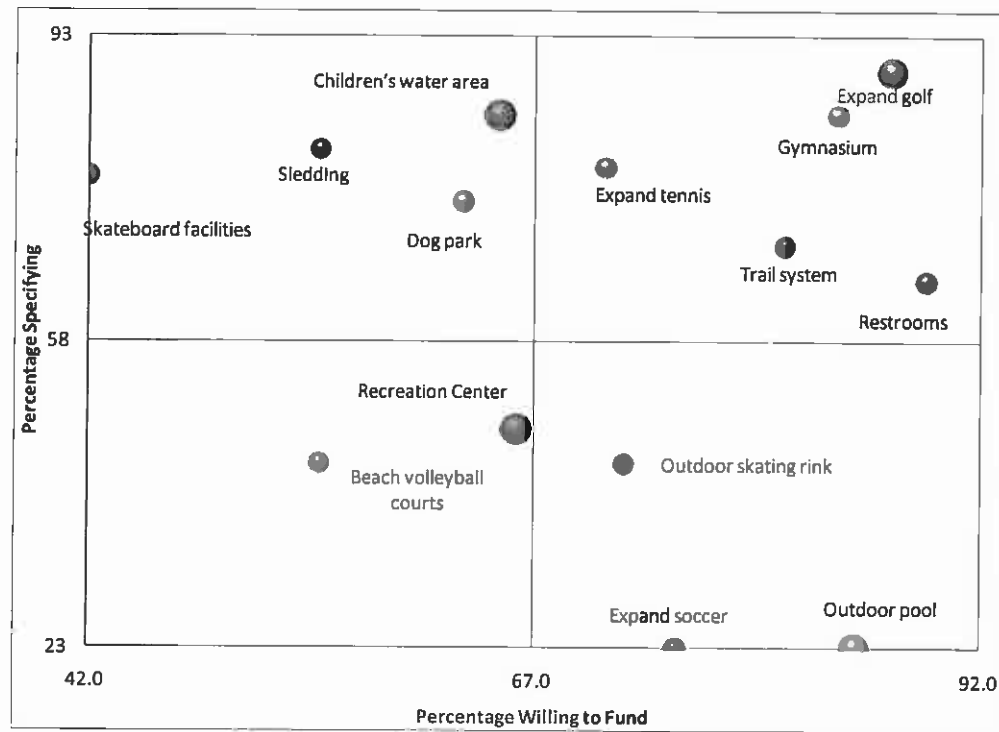
## REFERENCE SECTION

**Priority Analysis:** The Partner may customize the program and service questions unique to their organization. The illustrations below provide examples of a priority analysis to engage residents in important decisions on where limited resources should be applied. Bubble size is determined by organization-provided expenditure data. In addition, detail is provided for each demographic group and thermal mapped so high scores appear in blue and low scores appear in red.

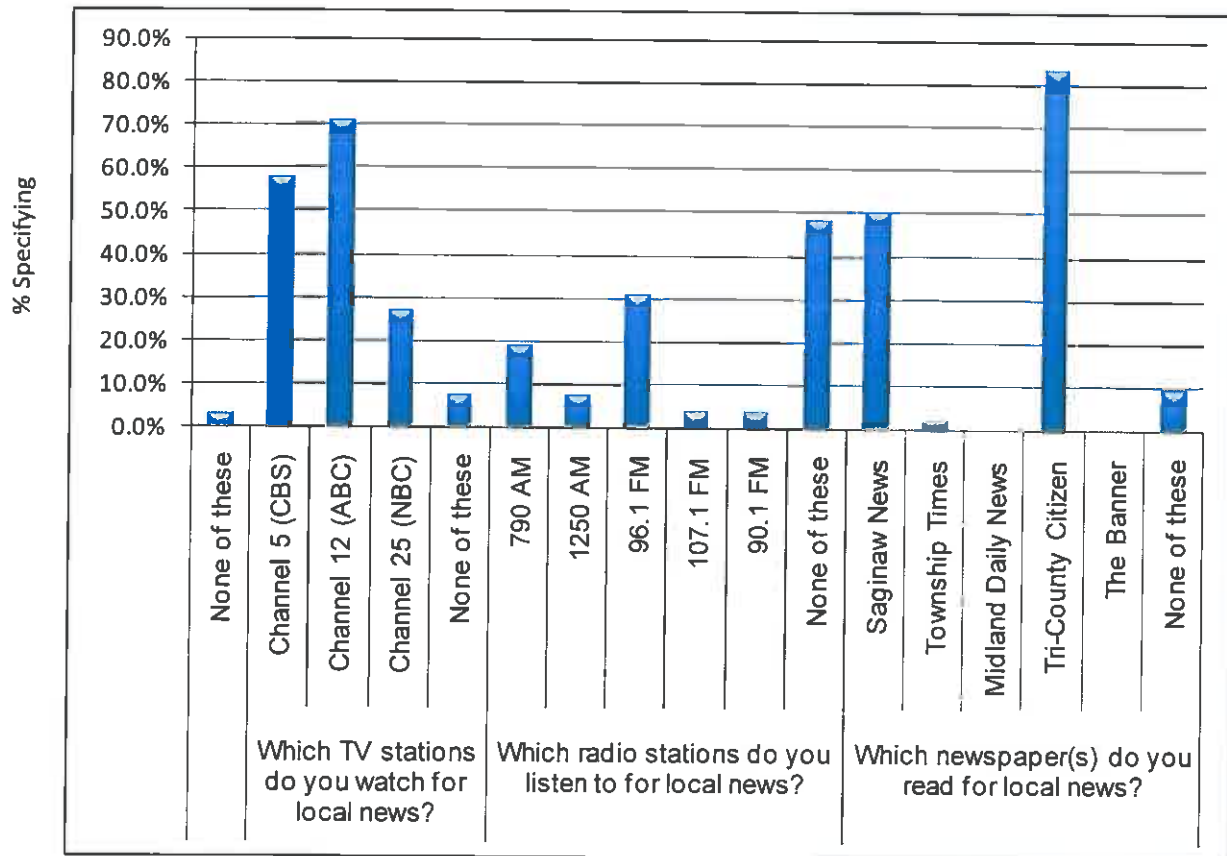
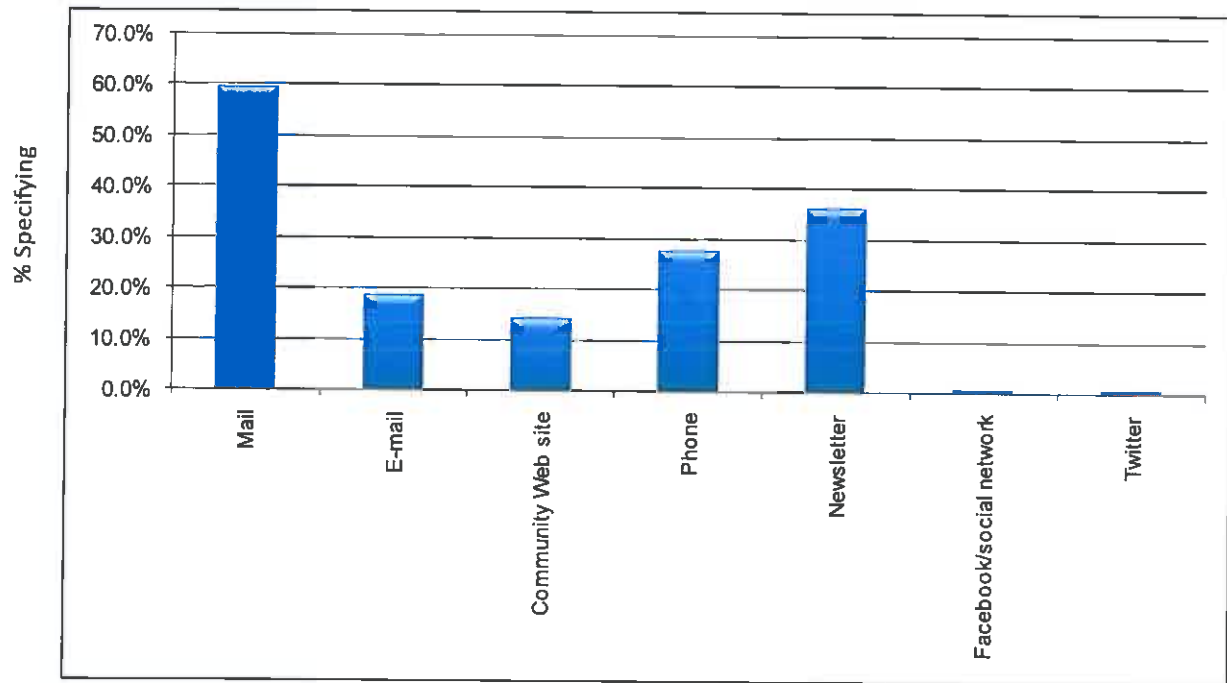


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**Future Programs Analysis:** The Partner may add questions specific to the planning process. The illustration below provides an example of a future project/program module to engage the community in important decisions on which potential future projects, programs and services they would like to see implemented. Bubble size is determined by Partner-provided expenditure data. As with the priority analysis, results can be broken down by demographic group and thermal mapped.

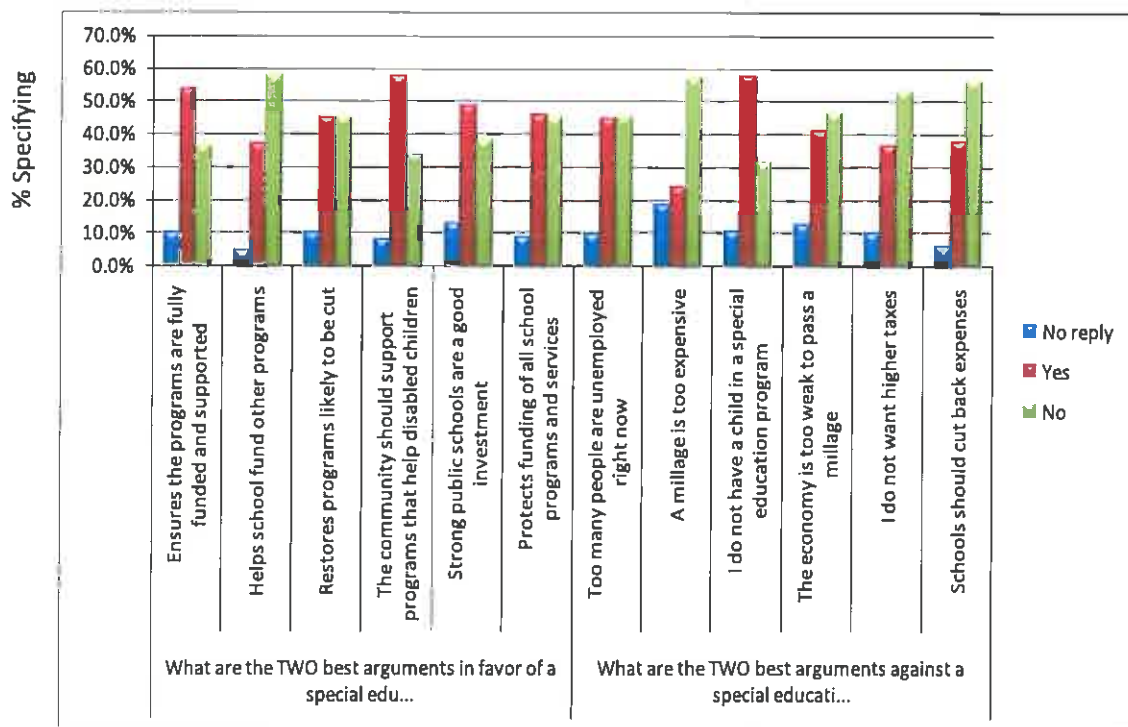
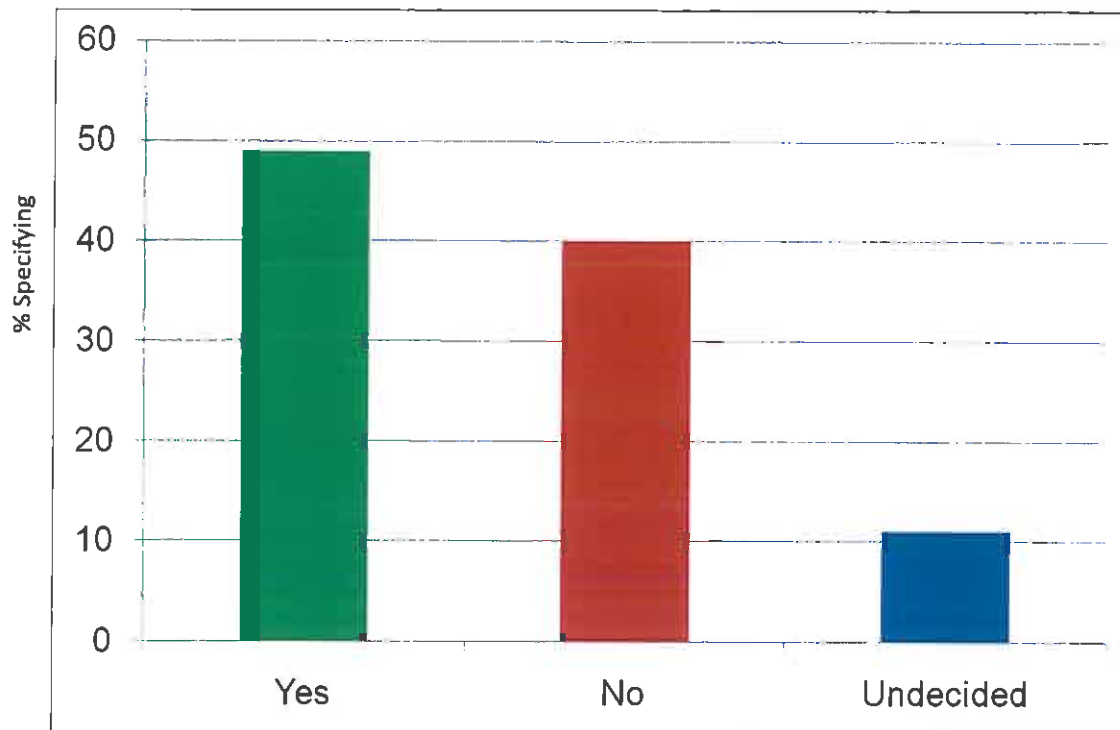


**Communication Preference Module:** This customized module provides data on preferred modes of communication and which media channels citizens use for local news.





**Bond/Millage Module:** The Partner may add supplemental questions specific to the organizations pursuit of specific bond or millage proposals. The illustrations below provide examples of the module. It assesses current support for a proposal along with key questions in favor and in opposition to the proposal. As with the other modules, results can be broken down by demographic group and thermal mapped.



**Focus Group/Work Group:** Cobalt session facilitators combine an easy-to-use keypad system with a conventional PowerPoint presentation and custom moderator discussion guide to explore why individuals responded to survey questions as they did, brainstorm improvements, test communication messages and materials, and improve website navigation. Cobalt involves 8-12 citizens in open-ended discussion to explore such areas, and also uses wireless keypads to allow participants to rank and answer sensitive questions anonymously. Other options include keypad facilitation of Town Hall Meetings to gather feedback from large audiences.

This unique approach ensures that each participant shares their opinion on problems or challenges, even if they are not comfortable speaking out loud.



## PROCESS

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Cobalt proposes a five-step process for the development of the assessment.

### Step 1 – Kick-off Discussions:

This preliminary step aims at refining the objectives, scope, timeline, and key deliverables for the project. Informational needs are confirmed. The collection methodology will also be finalized during this step.

### Step 2 – Questionnaire Development:

Based on the input received during Step 1, Cobalt will develop questions to be added to the questionnaire, which will be presented and discussed with the project lead to ensure that the questions included in the assessment are aligned with organizational needs.

### Step 3 – Assessment Deployment:

Cobalt publishes the assessment via web and also in the manner determined by the Partner (mailings, Eblast, Internet only, phone). Cobalt collects and codes the responses.

### Step 4 – Modeling & Analysis:

Cobalt will analyze the data and develop modeling using Cobalt's proprietary methodology, which quantifies the relationships between the various elements of the assessment.

### Step 5 – Reporting:

Findings will be communicated to the project lead and other key decision makers by teleconference or WebEx. A summary report in PowerPoint and detailed cross tabs will be provided to the project lead.

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

**Meeting date: January 14, 2014**

**ITEM: PARC**

**BRIEF:**

**ACTION: Discuss participation on the PARC – Plymouth Arts and Recreation  
Complex Feasibility Team**

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

**BACKGROUND:** The PARC steering committee made up of community members, Don Soenen, Debra Madonna and Bob Doroshewitz, is requesting participation by Plymouth Township on the PARC feasibility committee. The steering committee envisions establishing a taxing authority consisting of Plymouth Township and the City of Plymouth residents to fund the construction and operation of a new 800-1200 Seat Performing Arts Theater/Orchestra Hall, new Aquatic Park, new gymnasium, art exhibition hall, fitness center, and senior center, renovation of a portion of Central Middle School for offices, instructional space, auditorium and meeting rooms and facilities for a variety of school district and community activities, installation of a children's water park, and upgrade of existing athletic fields and structures. In addition, local non-profit and community groups and possibly the Plymouth Canton Community School District would occupy newly created office space in the renovated school building. The PARC project envisions that all facilities are located on the Central Middle School property.

The steering committee believes that the Plymouth Canton Community School District needs the new Performing Arts Theater, the swimming pool(s) and the athletic fields to facilitate its community recreation programming as well as its performing arts curriculum and athletic team facility requirements. In addition to working with the committee, the Plymouth Canton Community School District has also resolved to preserve the Miracle League Field, the Kiwanis Shed, and the Plymouth Cultural Center Ice Rink irrespective of the ultimate disposition of the Central Middle School property.

The City of Plymouth has a Recreation Master Plan that calls for the development of the Green Space at the Central Middle School into a more functional and usable community space and has resolved to endorse the PARC plan and work with the committee on the City's Adopted Green Space Master Plan and the larger community center and performing arts center plan.

## EXECUTIVE SUMMARY

### PLYMOUTH ARTS AND RECREATION COMPLEX

The Plymouth Arts and Recreation Complex (PARC) Committee is a collaborative team of community leaders, policymakers, sports teams, nonprofits, businesses, and residents. The PARC Committee has been meeting regularly over the past eight months assessing community support for the conversion of the Central Middle School into an arts and recreation complex that would serve the greater Plymouth area. This once in a lifetime opportunity to develop the property for the benefit of the community needs to be seriously considered before any final disposition determination of the property is made.

#### PROPOSAL

The City of Plymouth has developed and updated the Recreation Master Plan that includes the Central Middle School property as a major factor in its future plans. The Miracle League has committed significant resources to the development of Bilkie Field. These facilities are widely used by various groups in the area and must be maintained for continued community use.

The broader question is whether the building can be repurposed or rebuilt to provide an arts and recreation complex that would serve the school district, City of Plymouth, and Plymouth Township residents. The PARC Committee is convinced there is broad community support for such a center. The complex would include:

- Upgraded Athletic Fields
- Upgraded Swimming Pool(s)/Aquatic Park
- Gymnasium
- Fitness Center
- Locker Rooms to Support the Above Activities
- Daytime Senior Center
- 800 -1200 Seat Performing Arts Center
- Offices for User Groups and Others
- Meeting Rooms and Facilities to Support a Variety of Education and Community Activities

This is an opportunity for the two municipalities and the school district to develop this asset into a complex that would serve all residents of the community from toddlers to seniors, athletics to the arts, while promoting health and fitness. Many neighboring communities provide such facilities today. (e.g. Canton, Livonia, Farmington Hills). In addition to serving the community, it is believed that the PCCS needs an auditorium/performing arts center, swimming pool(s) and the current athletic fields.

## GOVERNANCE

It is critical that all three entities participate in the ownership and governance of this project. A nonprofit “Authority” could be established to own and operate the facility and property. It is anticipated that the PCCS, the City of Plymouth and Plymouth Township would each have equal representation on the Board of Directors. Additional members might be elected or appointed at large.

## FUNDING

A project of this magnitude will require a combination of public and private funding. Based on similar projects of this type, costs can vary significantly but it is anticipated that land, infrastructure and construction costs could be in the range of \$20 - 25 MM. It is anticipated that the land and building would be purchased from the school district at fair market value. A variety of funding mechanisms may be possible but one alternative would be:

- Use public funds from a bond issue to build it.
- Solicit donations to fund an endowment to ensure sufficient cash flow for start-up costs and early operations.
- Charge user fees to cover continuous operating expenses.

Based on total taxable value of properties in Plymouth and Plymouth Township it would take 0.7 mil to generate the approximately \$1.5MM annual debt service obligation for a \$25 MM bond with a 30 year amortization at 4% interest. That’s approximately \$6.30 and \$7.20 per month for the average Plymouth and Plymouth Township homeowner respectively.

## FEASIBILITY PROCESS

The next step is to convene a committee of representatives from each of the stakeholders to determine the viability of developing the entire 18 acres into an arts and recreation complex. The PARC committee has already established a Steering Committee and Sub-Committee structure to implement this process. It is imperative that representatives from all stakeholders, including the school district, participate in the process. Specifically, it is requested that the PCCS:

- Collaborate with the City of Plymouth and Plymouth Township to determine the feasibility of developing/renovating the entire 18 acre Central Middle School site for a community arts and recreation complex.
- Participate with the Plymouth Arts and Recreation Complex (PARC) Committee and its subcommittees to develop a vision, needs assessment, funding alternatives, governance options, design criteria and operations requirements.
- Provide technical and financial expertise as appropriate to support the feasibility and evaluation process.

- Delay the decision to sell any part of the Central property until the above activities have been completed, subject to meeting certain milestones over the next 24 months.

In addition to the **Steering Committee** which has oversight responsibility for the process, PARC has established three subcommittees to address key elements of the project:

- **Partnership Committee:** Identify current and potential users of the facility, determine their interest and potential commitment and identify their facility and operation needs.
- **Development Committee:** Identify appropriate private and public funding sources, and propose ownership and governance options.
- **Design and Operations Committee:** Explore design and operations criteria. Develop estimates for construction, operations and maintenance for both the renovation of the existing facility and the tear-down and construction of a new facility.

Each of these committees is comprised of members with individual expertise and experience in the work areas associated with the group. Many members are already identified, but additional representatives from area governmental, recreation and arts agencies are encouraged to participate.

#### CURRENT STATUS

It is recommended that the BOE defer any decision to sell the property until the above efforts can be fully implemented. Community leaders in conjunction with the school district, City of Plymouth and Plymouth Township administrations need to determine the viability of developing an arts and recreation complex that meets the needs of the school district and all residents of the Plymouth community. This proposal is one suggested implementation option for a community driven effort to develop this asset. Other alternatives may also be viable and should be considered in this process. The Plymouth community will never again have an opportunity to provide a facility like this in such a prime location. It is imperative that every effort is made to bring the relevant parties together and to reach an informed and deliberative decision for the benefit of the entire community.

Prepared By

Don Soenen  
PARC Committee Member

## **PARC Feasibility Team Criteria**

The PARC Steering Committee has determined that a PARC Feasibility Team should be established to assist in determining the feasibility and viability of converting the Central Middle School and its related athletic fields into an arts and recreation complex that would serve the greater Plymouth community. The Team would be comprised of representatives from the PCCS, City of Plymouth, Plymouth Township and PARC. The purpose of the Feasibility Team is to work with the PARC Steering Committee and its subcommittees to provide community input, identify user needs, provide oversight of the evaluation process and serve as a liaison to their respective groups. Neither the Feasibility Team nor its representatives will have any legal authority to make decisions binding their respective organizations. The Team will serve in an advisory capacity to the PARC Steering Committee.

It is anticipated that the Feasibility Team will convene monthly for a period of approximately two hours to review the status of the activities of the PARC Steering Committee and Sub-Committees. The meetings will be presided over by the PARC Steering Committee Chairman. The Team will provide input to the Steering Committee, making recommendations regarding the status, progress and strategic direction of the program. Minutes of the meetings will be available for distribution to the representatives' respective organizations.

The Feasibility Team will probably meet for the next 20 months or until the Final PARC Business Plan is completed. The participating organizations may change their representatives to the Team by notifying the Committee Chairman.

Attached are the current members of the Feasibility Team. Other members of each organization may be invited as appropriate depending on the subject matter being discussed.

Don Soenen

734-516-4053

[dsoenen@sensors-inc.com](mailto:dsoenen@sensors-inc.com)



## **PARC**

### **Feasibility Team Members**

#### **PARC Committee**

Don Soenen-Chairman

Debra Madonna

Bob Doroshewitz

#### **City of Plymouth**

Dan Dwyer-Mayor

Paul Sincock

Steve Anderson

Diane Bogenrieder

#### **Plymouth Township**

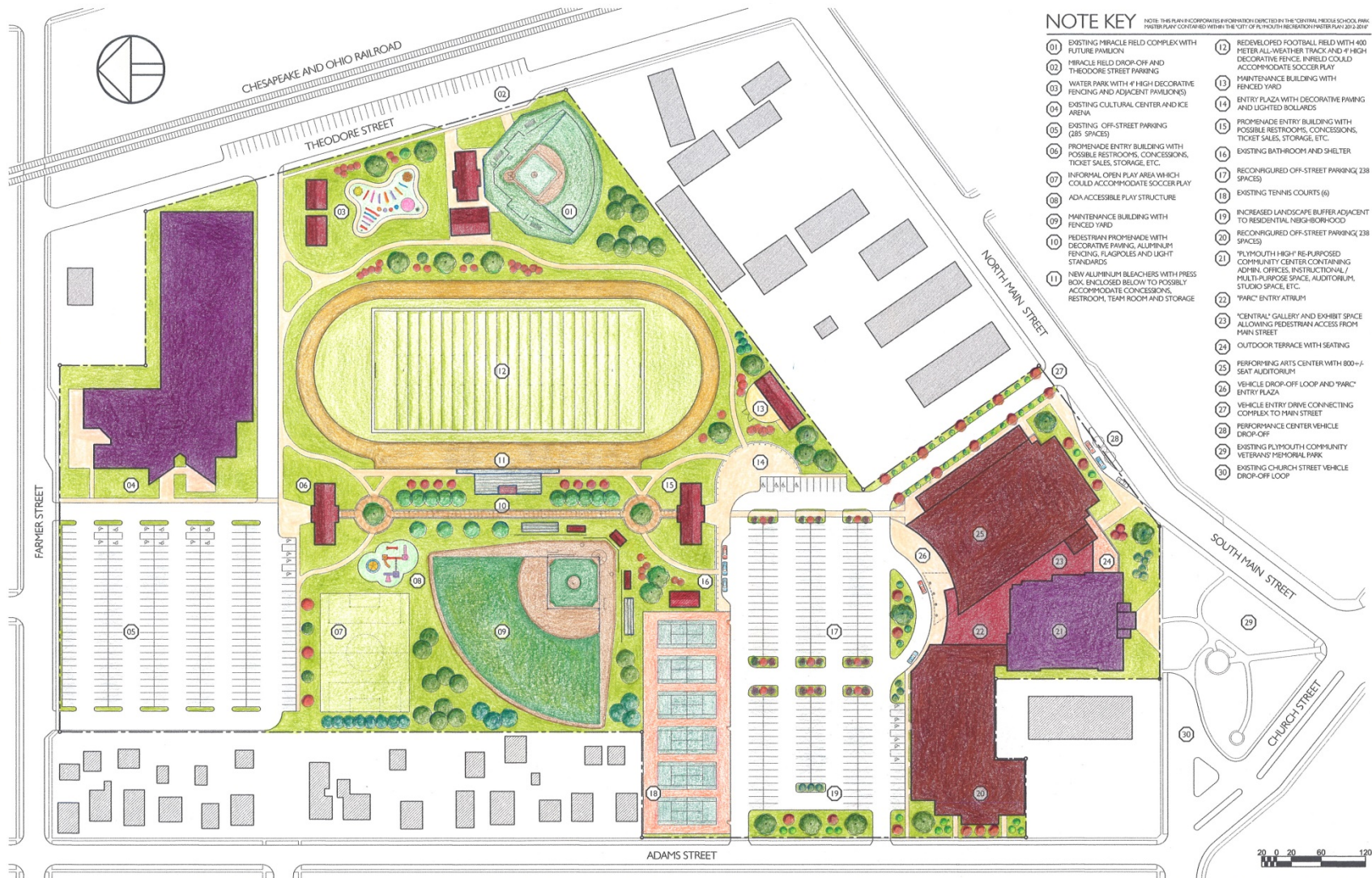
Keith Postell

#### **Plymouth-Canton Community Schools**

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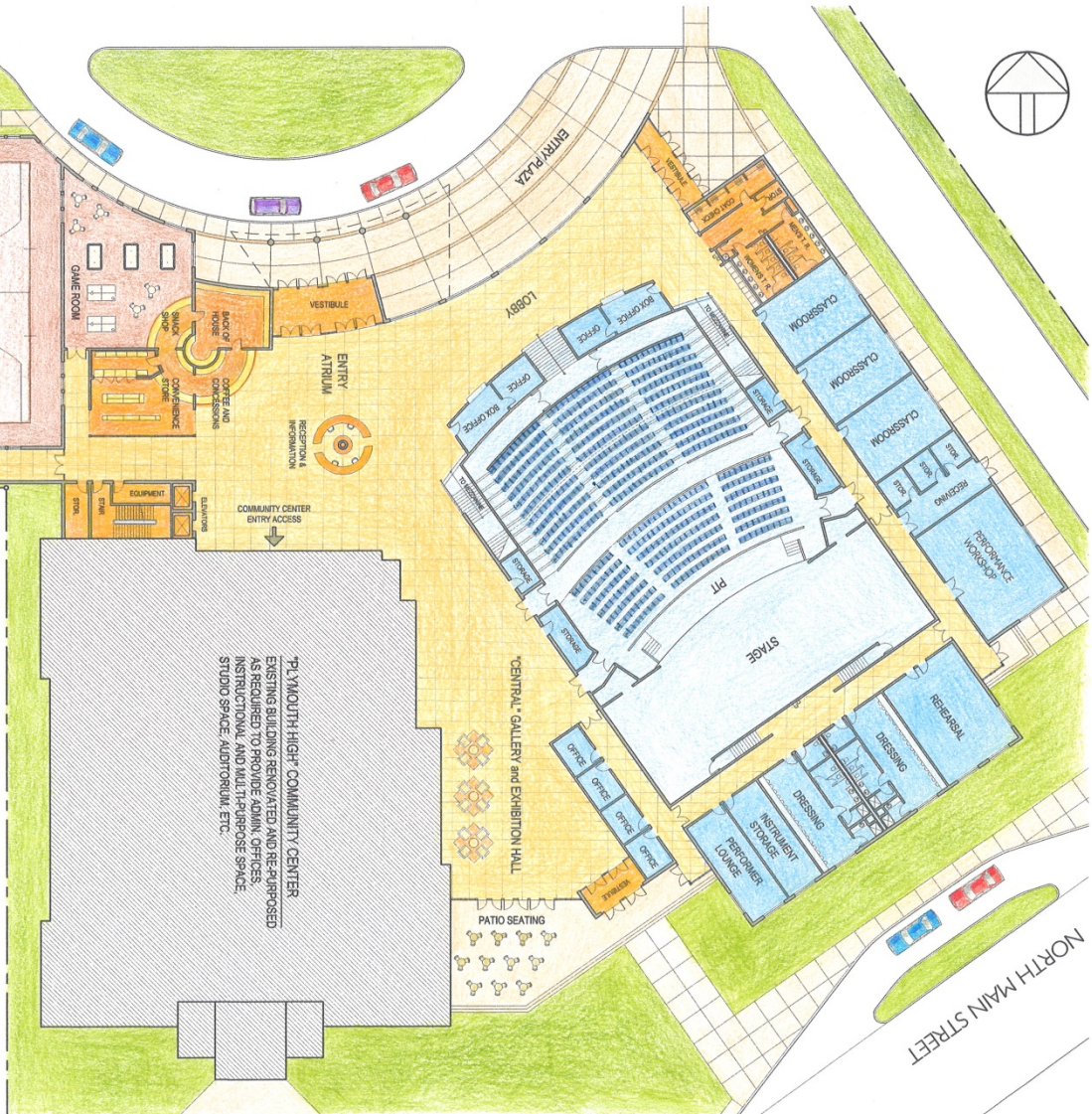
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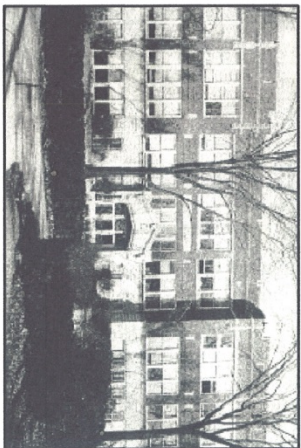
## PARC : PLYMOUTH ARTS and RECREATION COMPLEX - ADAPTIVE RE-USE / MASTER PLAN

OUR MISSION IS TO CONVERT THE CENTRAL MIDDLE SCHOOL PROPERTY INTO A COMMUNITY CENTER FOR THE ARTS AND RECREATION THAT WILL OFFER QUALITY CULTURAL, EDUCATIONAL AND ATHLETIC ENRICHMENT OPPORTUNITIES FOR ALL CITIZENS OF THE GREATER PLYMOUTH COMMUNITY





PLYMOUTH HIGH\* COMMUNITY CENTER  
 EXISTING BUILDING RENOVATED AND RE-APPROPOSED  
 AS REQUIRED TO PROVIDE ADMIN. OFFICES,  
 INSTRUCTIONAL AND MULTIPURPOSE SPACE,  
 STUDIO SPACE, AUDITORIUM, ETC.



PLYMOUTH ARTS and RECREATION COMPLEX  
 OUR MISSION IS TO CONVERT THE CENTRAL MIDDLE  
 SCHOOL PROPERTY INTO A COMMUNITY CENTER FOR  
 THE ARTS AND RECREATION THAT WILL OFFER QUALITY  
 CULTURAL, EDUCATIONAL AND ATHLETIC ENRICHMENT  
 OPPORTUNITIES FOR ALL CITIZENS OF THE GREATER  
 PLYMOUTH COMMUNITY

# PARC CONCEPTUAL PLAN



ADAMS STREET

NORTH MAIN STREET

[CITY OF PLYMOUTH RESOLUTION FROM 12/1/2013 REGULAR MEETING]

RES. #2013-82

WHEREAS, the City of Plymouth has developed a Recreation Master Plan to help with the public welfare and to help create "Place"; and

WHEREAS, this Master Plan sought and received input from many groups and individuals no matter where they lived; and

WHEREAS, the Master Plan calls for the development of the Green Space at the Central Middle School into a more functional and usable community space; and

WHEREAS, the Master Plan includes a drawing of potential development of the green space could be and it is based on the public's input into the planning process; and

WHEREAS, the Plymouth Canton Community Schools will soon no longer be using the Central Middle School as a school; and

WHEREAS, there is now a community group made up of a broad base of sports, cultural and community organizations; and

WHEREAS, this community group known as the Plymouth Arts & Recreation Complex (PARC) is now studying the possibility of a reuse of the entire Central Middle School site as a multi-use facility with auditorium, athletic facilities, pool, office space and other enhancements to the facility.

NOW THEREFORE BE IT RESOLVED, that the City Commission of the City of Plymouth does hereby endorse the work of the Plymouth Arts & Recreation Complex (PARC) and encourages all interested parties to work with them for the betterment of the entire Plymouth community.

BE IT FURTHER RESOLVED, that the City Commission directs the City staff to work with the PARC Steering Committee and provide them information and assistance on the Adopted Green Space Master Plan and to provide assistance with the work of the Committee as they work towards a larger community facility.

A motion was made by Commissioner Diane Bogenrieder and seconded by Commissioner Meg Dooley for approval of the resolution.

MOTION PASSED

**PLYMOUTH-CANTON COMMUNITY SCHOOLS**  
**Plymouth, Michigan**

TO: Members of the Board of Education

FROM: Michael J. Meissen, Superintendent

DATE: 12/06/2013

RE: **RESOLUTION TO APPROVE PROCESS AND TIMETABLE FOR THE DISPOSITION OF CENTRAL M.S.**

**RECOMMENDED RESOLUTION**

It was moved by member \_\_\_\_\_ and seconded by member \_\_\_\_\_ to accept the parameters, timetable and decision making process in the disposition of Central M.S. as detailed in the attached resolution.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

The motion was: \_\_\_\_\_



**PLYMOUTH-CANTON COMMUNITY SCHOOLS  
COUNTIES OF WAYNE AND WASHTENAW  
STATE OF MICHIGAN**

**RESOLUTION REGARDING EXISTING CENTRAL MIDDLE SCHOOL**

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A regular meeting of the Board of Education (the “Board”) of Plymouth-Canton Community Schools (the “School District”), was held in the School District, on December \_\_\_, 2013, at 7:00 p.m.

The meeting was called to order by \_\_\_\_\_.

Present: \_\_\_\_\_  
\_\_\_\_\_

Absent: \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

**WHEREAS**, the School District will not be utilizing the existing Central Middle School building and property (“CMS property”) as a school facility beyond the 2014-2015 school year; and

**WHEREAS**, the Board of the School District has determined it is in its best interest to commission an independent appraisal of the CMS property; and

**WHEREAS**, the Board of the School District has begun exploring options for the potential repurposing and/or disposition of the CMS property; and

**WHEREAS**, the Board of the School District recognizes and supports the ongoing uses of portions of the CMS property by community groups, including the Plymouth Cultural Center, the Rotary Club of Plymouth A.M. Foundation (Miracle League Facility) and the Kiwanis Club of Plymouth; and

**WHEREAS**, the Board of the School District, through its real estate consultant, has developed a series of options for the potential repurposing and/or disposition of all or a portion of the CMS property; and

**WHEREAS**, the Board of the School District desires to engage the school community and its residents in a collaborative evaluation process regarding the future of the CMS property; and

**WHEREAS**, the Board of the School District has determined it is in its best interest to establish a working timetable for the decision-making process that will result in the most efficient transition of the use of the CMS property, subsequent to the conclusion of the 2014-2015 school year, with due consideration to be given to the Board policy on disposition of surplus property.

**NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:**

1. It is the goal and vision of the Board of the School District to ensure that the CMS property is not to be split or divided in any fashion, but rather that it shall be owned, operated and controlled by a single entity.

2. The Board recognizes the desirability of having the CMS property utilized for community or other purposes subsequent to the cessation of its public educational use as a middle school at the conclusion of the 2014-2015 school year.

3. The Board of the School District hereby authorizes and directs the Superintendent or his authorized designee to solicit proposals for an independent appraisal of the CMS property by a certified real estate appraiser. It is the intention of the Board to have the appraisal process completed as soon as practicable.

4. In furtherance of the above-stated goals and vision, the Board of the School District hereby authorizes and directs the Superintendent or his authorized designee to discuss with any interested group regarding the purchase of the CMS property at fair market value.

5. The Board of the School District hereby authorizes and directs the Superintendent or his authorized designee to create a set of milestones and timelines to be achieved by any interested party for the purchase of the CMS property. These milestones shall be achieved within 6 (six) months from the date of this Resolution. Any and all agreements between the Board of the School District and an interested party regarding ownership and/or use of the CMS property must be finalized no later than December 31, 2014. In addition, the Board expects that any transfer of the CMS property will be made pursuant to the terms of all then-existing encumbrances on the CMS property.

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Resolution adopted.

\_\_\_\_\_  
Adrienne Davis, Secretary  
Board of Education

Plymouth-Canton Community Schools

The undersigned duly qualified and acting secretary of the Board of Education of Plymouth-Canton Community Schools, Counties of Wayne and Washtenaw, State of Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a regular meeting held on December \_\_\_\_, 2013, the original of which resolution is a part of the Board's minutes and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

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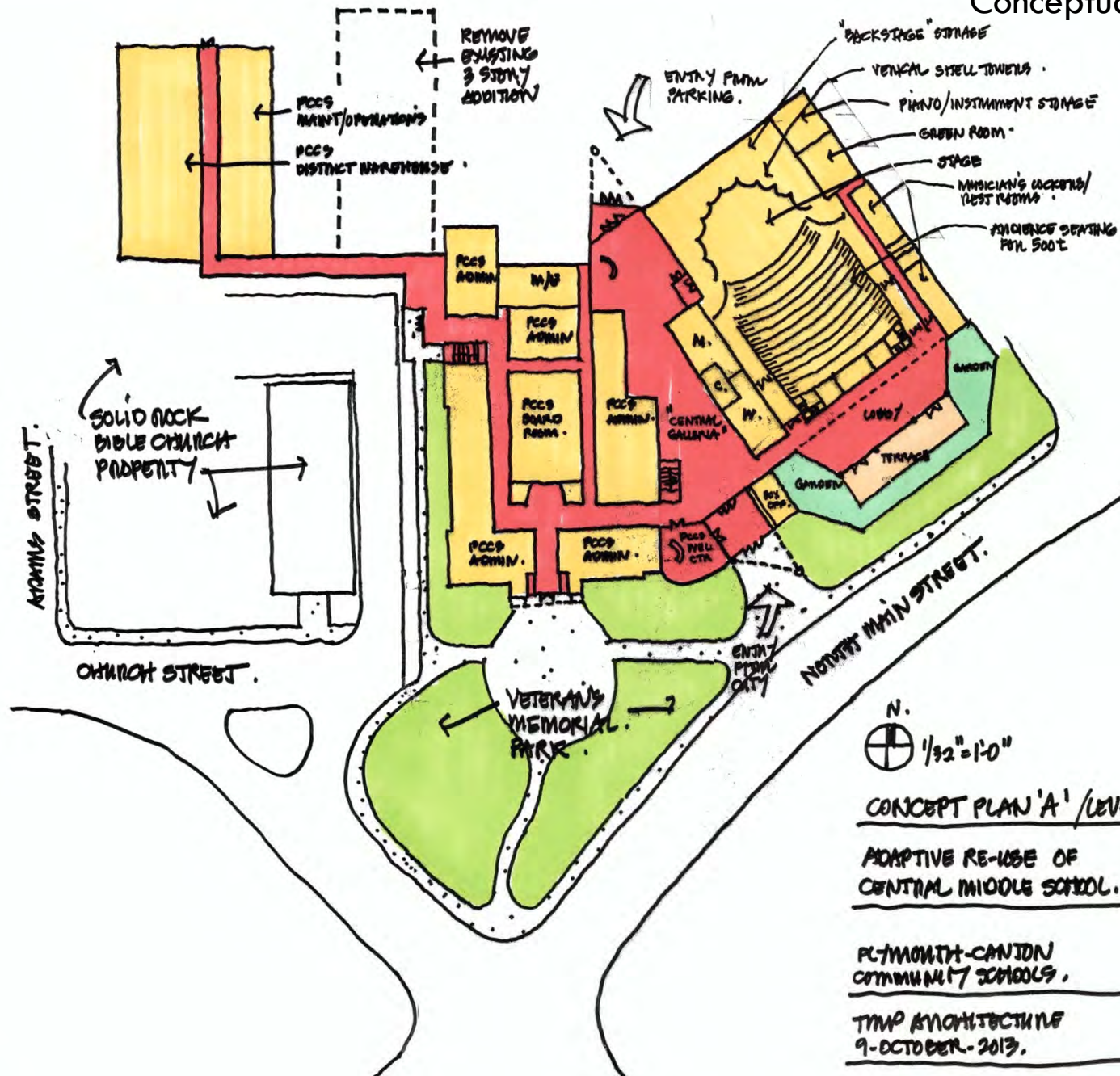
Adrienne Davis, Secretary  
Board of Education  
Plymouth-Canton Community Schools



## Option 2: Adaptive Re-Use of Central M.S.

- ***Concept A assumes:***
  - *the adaptation of the existing gym/pool space to create the new Performing Arts venue combined with a new lobby addition and garden terrace*
  - *the adaptation of existing instructional space for PCCS Administrative functions at levels 1-3*
  - *the addition of a “Central Galleria” to link parking at the north with City access from the south (art display space, etc.)*
  - *the removal of the three story “wing’ at the north*

## Conceptual Only



## Option 2: Adaptive Re-Use of Central M.S. Cost Estimates

- ***Concept Project Costs***
  - ***PCCS Administration Space***
    - ***\$11,154,000***
  - ***Performing Arts Center***
    - ***\$10,434,600***
  - ***Communal Space***
    - ***\$3,498,000***

***TOTAL = \$25,086,600\****

***\*Costs are estimated and for conceptual consideration only.***



# Option 2: Conceptual Cost Summary

<b>Adaptive Re-Use - Central Middle School</b>				<b>TMP</b>
<b>Conceptual Cost Summary</b>				<b>10-Oct-13</b>
<b>Ingredient</b>	<b>Size</b>		<b>Unit \$</b>	<b>Total \$</b>
<b>PCCS Space</b>				
<b>PCCS - Administration</b>				
1st Level	13500	sf	\$ 200	\$ 2,700,000
2nd Level	9000	sf	\$ 200	\$ 1,800,000
3rd level	7000	sf	\$ 200	\$ 1,400,000
<b>PCCS - Maintenance/Operations</b>	10000	sf	\$ 125	\$ 1,250,000
Asbestos Abatement (pro-rated)	allowance			\$ 700,000
New Boiler Plant (pro-rated)	allowance			\$ 400,000
Sub-Total / Building				\$ 8,250,000
Site Development	allowance			\$ 200,000
Sub-Total / Building and Site				\$ 8,450,000
Contingency @ 10%				\$ 845,000
Total Building and Site				\$ 9,295,000
Soft Costs (Fees, Tech, FFE, etc)				\$ 1,859,000
<b>Total Project Cost - PCCS</b>				<b>\$ 11,154,000</b>
<b>Cost range/sf</b>				<b>\$200/sf - \$250/sf</b>

# Option 2: Conceptual Cost Summary

<b>Performing Arts Center</b>				
Theater (seating for 500)	11500	sf	\$ 400	\$ 4,600,000
New Lobby	3000	sf	\$ 200	\$ 600,000
Lockers/Green Room / Remodeling	2400	sf	\$ 150	\$ 360,000
New Instrument Storage	600	sf	\$ 175	\$ 105,000
New Terrace/Garden	3400	sf	\$ 100	\$ 340,000
Theater Equipment	allowance			\$ 500,000
Asbestos Abatement (pro-rated)	allowance			\$ 700,000
New Boiler Plant (pro-rated)	allowance			\$ 400,000
Sub-Total / Building				\$ 7,605,000
Site Development	allowance			\$ 300,000
Sub-Total / Building and Site				\$ 7,905,000
Contingency @ 10%				\$ 790,500
Total Building and Site				\$ 8,695,500
Soft Costs (Fees, Tech, FFE, etc)				\$ 1,739,100
<b>Total Project Cost - Performing Arts</b>				<b>\$ 10,434,600</b>
<b>Cost range/sf</b>				<b>400/sf - \$450/sf</b>



# Option 2: Conceptual Cost Summary

<b>Communal / General Items</b>				
Central Galleria	5000	sf	\$ 250	\$ 1,250,000
Rest Rooms	750	sf	\$ 200	\$ 150,000
Canopies	allowance			\$ 250,000
Asbestos Abatement (pro-rated)	allowance			\$ 350,000
New Boiler Plant (pro-rated)	allowance			\$ 200,000
Demolition - 3 story addition at north	allowance			\$ 300,000
Sub-Total / Building				\$ 2,500,000
Site Development				\$ 150,000
Sub-Total / Building and Site				\$ 2,650,000
Contingency @ 10%				265,000
Total Building and Site				\$ 2,915,000
Soft Costs				\$ 583,000
Total Project Cost - Communal Space				\$ 3,498,000
Cost range/sf				\$175/sf - \$200/sf

# The History of the Village Theater At Cherry Hill

Canton Township began investigating the need for a Performing Arts Center in April 1996. At that time a committee was established by the Board of Trustees to study the feasibility of building and operating a performing arts center. Three committees were established. They included; the Partnership Committee, Art User Group Committee, and the Building Design Committee.

Each committee developed a list of recommendations for their specific area. The Partnership Committee developed a list of local and regional arts organizations who might be interested in utilizing the facility. Many of the organizations contacted were very supportive and enthusiastic about the need for such a center. Their needs for a theater varied in size from a small intimate house to one that could accommodate more than 1200.

In November of 1996 Canton retained Plante and Moran, L.L.P. to conduct a thorough analysis of the cost of constructing and operating a 600 and 1,200 seat Performing Art Center. The analysis was intended to be the initial effort in developing a theater business plan which was recommended by the Development Committee.

The Partnership and Development Committees agreed to obtain cost estimates for land acquisition and construction of (1) a facility with an auditorium seating approximately 600 people, and (2) a facility with an auditorium seating approximately 1,200 people.

The Development Committee recommendations included hiring a fund raising consultant to approach the foundations identified in the report in an effort to determine the financial feasibility of the project. They also recommended the creation of a 501 (c) (3) supporting organization under the Canton Community Foundation to manage the facility and coordinate major gift giving. Finally they recommended developing a business plan for the performing arts center project.

The Design Committee forwarded detailed information to Plante Moran to be included in their study. They also developed building and operation design criteria.

In April of 1997 Plante Moran completed a comparative analysis of a 600 and 1200 seat theater. All estimates were based on preliminary assumptions provided by Canton and costs of similar types of buildings. The study indicated that a 1200 seat theater would cost more than twice the 600 seat theater and would be prohibitively expensive. The Plante Moran study indicated that a smaller house would operate approximately 152 days per year, while the larger house would be utilized 64 days a year. The committee indicated that before the size of the facility is finalized that the location and construction costs need to be considered.

In October of 1997 a meeting of interested regional arts organizations was held at the Summit. The vision for the theater project was shared with the attendees. Each group then shared their interest and possible involvement in the project. Involvement varied from presenting programs to education outreach.

In September of 1998 Growth Design was engaged by the Canton Community Foundation to conduct a feasibility study to determine the advisability of seeking \$3-4 million dollars in philanthropic gifts toward the construction of a new Performing Arts Center in Canton. Twenty six interviews were conducted with area leaders “to ascertain opinions about the perceived need for such a facility, estimations of community capability to provide the funds to construct the facility and key strategies to optimize the potential for success.”

The study indicated that there was no strong consensus for the committee to decide either to proceed or not, but if the leaders were committed to making the proposed facility a reality for the community, the project could be successful, in the opinion of the consultants. The report also recommended acquiring the services of an architect to create the initial concept drawings and floor plans. Additionally, it was recommended that the committee assemble a task force of key leaders to assist with articulation of the case for support and further identification and cultivation of donor prospects.

Beginning in December of 1998 a small group of interested individuals were invited to participate in formulating a non profit organization to raise the needed funds and to operate the theater. Shortly after this meeting the group named themselves The Partnership for the Arts and Humanities. Numerous meetings were held, some with the steering committee (individuals from the early effort to study a theater). During this period the group attempted to determine the role of the Plymouth Canton Schools in the performing arts effort. The school district was preoccupied with the planning for a third high school debate and a law suit filed to stop its construction.

The partnership retained the services of a consultant who could answer the questions, “Where should the theater be built?”, “How much might it cost?”, and “What might be the operational costs?” A request for proposal was sent to a number of well known consulting firms. Three firms were interviewed. The consulting firm AMS was hired, utilizing a State of Michigan grant, to answer these questions. The partnership also developed a mission statement and considered and adopted Articles of Incorporation.

A preliminary report from the consultant was presented to the partnership in November of 1999. The report indicated that the theater should be constructed in Cherry Hill Village and should seat 450 patrons

After more than four years of discussions, studies and analysis the Canton Board of Trustees decided that the project should move from the conceptual to the concrete.

Many small and large arts organizations in Southeastern Michigan were engaged through the process resulting in a commitment by a critical mass to have a presence in the facility as either a presenter or as a provider of education.



It was clear from the AMS report that the appropriate location for the theater was Cherry Hill Village. The site offered, in the not too distant future, a spectacular venue for cultural events. The combination of village homes, intimate retail and restaurants would serve as a destination for Canton and non Canton residents.

The architectural firm of TMP was retained to be the project architect, while the George Auch Company was selected as the Construction Manager. Preliminary architectural plans were developed and shared with each arts group and feedback was solicited.

Construction began in the Spring of 2003. The theater was completed in the Summer of 2004 and a grand opening occurred in the Fall of 2004. The Partnership for the Arts and Humanities was successful in raising more than \$5 million toward the construction and operation of the theater. A number of donors each committed in excess of \$250,000 toward the project. In addition more than 400 seats were “sold” to residents.

The Village Theater at Cherry Hill is home to a number of local arts organizations, including; Ever After Productions, Spotlight Players, The Canton Concert Band, Orchestra Canton, and The Canton Community Chorus.

The theater’s general operational budget receives contributions from Canton’s General Fund and The Partnership for the Arts and Humanities.



50400 Cherry Hill Road  
Canton, MI 48187  
**CantonVillageTheater.org**  
Find us on facebook and twitter  
Search: Canton Village Theater  
734/394-5300

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

**Meeting date: January 14, 2014**

**ITEM: Amendment to Water and Sewer System Ordinance**  
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**BRIEF:**

**ACTION: Amend the Water and Sewer System Ordinance to update the Use Factor Schedule contained in Code of Ordinances; Ordinance 1016, Chapter X (ten), Article 3, Section I (one), X-3.055**

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

**BACKGROUND:**

**BUDGET/TIME LINE:** N/A

**RECOMMENDATION: Approve**

**PROPOSED MOTION:**

**I move to approve the first reading of Amendment 6 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 6 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 6 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)	2.50 unit per stall
Auto dealers (new cars)	0.30 unit per 1,000 sq. ft.
Barber shops	1.00 unit plus 0.10 unit per chair
Bars	1.70 unit per 1,000 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	0.10 unit per 1,000 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
Factories / Manufacturing	0.50 unit per 1,000 sq. ft.
Fitness center / health club without showers & pool	0.30 unit per 1,000 sq. ft.
Fitness center/ health club with showers & pool	2.00 unit per 1,000 sq. ft.
Fraternal organizations	2.00 unit per dwelling
Funeral homes	2.50 unit per dwelling
Grocery store & supermarkets	0.30 unit per 1,000 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)	5.00 unit per 1,000 sq. ft
Multiple family residence	1.00 unit per dwelling unit
Office buildings	0.15 unit per 1,000 sq. ft
Public schools (without pool)	0.20 unit per classroom
Research and engineering	0.20 unit per 1,000 sq. ft
Restaurants	1.70 unit per 1,000 sq. ft. including kitchen
School 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 ( Other than specifically listed)	0.25 unit per 1,000 sq. ft.
Storage / Warehouse Facilities	0.10 unit per 1,000 sq. ft.
Swimming pools (residential excluded)	3.00 unit per 1,000 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)	0.25unit per 1,000 sq. ft.

research and engineering uses, or B) approved special uses or planned unit developments.	

(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. All building additions and / or change of use by an existing structure except residential additions, shall be subject to fees under the use factor schedule.

## **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 \_\_\_\_\_, 2014, and was ordered to be given publication in the manner required by law.

\_\_\_\_\_  
Nancy Conzelman, Clerk

Introduced: \_\_\_\_\_

Published: \_\_\_\_\_

Adopted: \_\_\_\_\_

Effective upon Publication: \_\_\_\_\_



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

**AMENDMENT TO THE WATER AND SEWER ORDINANCE**

**SUMMARY OF AMENDMENT 6 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 6 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)	<del>1.00</del> <u>2.50</u> unit per stall
Auto dealers (new cars)	<del>1.00 unit plus</del> <u>0.45</u> unit per <del>stall</del> <u>1,000 sq. ft.</u>
Barber shops	1.00 unit plus 0.10 unit per chair
Bars	<del>1.00</del> <u>70</u> unit per <del>600</del> <u>1,000</u> 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	<del>1.00</del> <u>0.10</u> unit per <del>42</del> <u>1</u> ,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
<u>Factories / Manufacturing</u>	<u>0.50 unit per 1,000 sq. ft.</u>
<u>Fitness center / health club without showers &amp; pool</u>	<u>0.30 unit per 1,000 sq. ft.</u>
<del>General-rate</del> <u>Fitness center/ health club with showers &amp; pool</u>	<del>1.00</del> <u>2.00</u> unit per <del>41</del> <u>4</u> ,000 sq. ft.
<u>Fraternal organizations</u>	<u>2.00 unit per dwelling</u>
<u>Funeral homes</u>	<u>2.50 unit per dwelling</u>
<u>Grocery store &amp; supermarkets</u>	<u>0.30 unit per 1,000 sq. ft</u>
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)	<del>1.50</del> <u>5.00</u> unit per <del>200</del> <u>1,000</u> sq. ft
Multiple family residence	1.00 unit per dwelling unit
Office buildings	<del>1.00</del> <u>0.15</u> unit per <del>71</del> <u>7</u> ,000 sq. ft
Public schools (without pool)	0.20 unit per classroom
Research and engineering	<del>1.00</del> <u>0.20</u> unit per <del>61</del> <u>6</u> ,000 sq. ft
Restaurants	1. <del>00</del> <u>70</u> unit per <del>600</del> <u>1,000</u> sq. ft. including kitchen
<del>Schools</del> <u>School</u> 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 <del>or other retail establishments</del> <u>( Other than specifically listed)</u>	<del>1.00</del> <u>0.25</u> unit per <del>41</del> <u>4</u> ,000 sq. ft.
<u>Storage / Warehouse Facilities</u>	<u>0.10 unit per 1,000 sq. ft.</u>
Swimming pools (residential excluded)	<del>1.30</del> <u>3.00</u> unit per <del>21</del> <u>2</u> ,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.	<del>1.00 unit</del> <u>0.25 unit</u> per <u>41,000</u> 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. All building additions and / or change of use by an existing structure except residential additions, shall be subject to fees under the use factor schedule.

## **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 \_\_\_\_\_, 2014, and was ordered to be given publication in the manner required by law.

\_\_\_\_\_  
Nancy Conzelman, Clerk

Introduced: \_\_\_\_\_

Published: \_\_\_\_\_

Adopted: \_\_\_\_\_

Effective upon Publication: \_\_\_\_\_

Charter Township of Plymouth  
January 14, 2014  
Board Meeting Date

Board Meeting Date 1/14/2014	
Batch ID	
Check Date	
	TOTAL
GENERAL FUND(101)	1,020,600.57
SWD(226)	134,087.52
IMPROV. REV.(246)	32,803.49
DRUG FORFEITURE(265)	45,798.35
GOLF COURSE FUND - (510)	7,128.38
WATER/SEWER(592)	852,507.82
TRUST& AGENCY(701)	26,910.77
POLICE BOND FUND (702)	10,325.00
TAX POOL(703)	86,776.97
SPECIAL ASSESS CAPITAL (805)	416,677.67
	-
TOTAL	2,633,616.54

1/10/14 15.49.08  
Charter Township of Plymouth

INVOICE EDIT LISTING

RBERRY  
BATCH = JAN022013

CD0130  
PAGE 1

VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
81960	1/10/2014	HUMANE SOCIETY OF HURON VALLEY ACCOUNT 101-305-819.000	PLYTWP113013 AMOUNT 100.00	11/30/2013 001 DESCRIPTION DOG POUND FEES - NOV 2013		100.00	N	100.00	1/10/2014
99810	1/10/2014	J & B MEDICAL SUPPLY INC ACCOUNT 101-336-836.000	1051984 AMOUNT 405.05-	5/24/2013 001 DESCRIPTION MEDICAL SUPPLIES		405.05-	N	405.05-	1/10/2014
99810	1/10/2014	J & B MEDICAL SUPPLY INC ACCOUNT 101-336-836.000	1230120 AMOUNT 96.82-	9/17/2013 001 DESCRIPTION MEDICAL SUPPLIES		96.82-	N	96.82-	1/10/2014
99810	1/10/2014	J & B MEDICAL SUPPLY INC ACCOUNT 101-336-836.000	1356684 AMOUNT 676.17	12/06/2013 001 DESCRIPTION MEDICAL SUPPLIES		676.17	N	676.17	1/10/2014
99810	1/10/2014	J & B MEDICAL SUPPLY INC ACCOUNT 101-336-836.000	1363260 AMOUNT 17.04	12/11/2013 001 DESCRIPTION NEEDLESS IV		17.04	N	17.04	1/10/2014
100620	1/10/2014	BRICK-JEDA OIL COMPANY ACCOUNT 592-291-863.000	88219 AMOUNT 1,841.13	12/23/2013 001 DESCRIPTION NO LEAD 12/23/13		1,841.13	N	1,841.13	1/10/2014
100620	1/10/2014	BRICK-JEDA OIL COMPANY ACCOUNT 592-291-863.000	88223 AMOUNT 529.98	12/23/2013 001 DESCRIPTION DIESEL FUEL 12/23/13		529.98	N	529.98	1/10/2014
130120	1/10/2014	MAIN STREET AUTO WASH ACCOUNT 101-305-863.000 101-305-863.000 101-305-863.000	669305 AMOUNT 35.00 190.00 190.00	12/28/2013 001 DESCRIPTION OCT CAR WASHES NOV CAR WASHES DEC CAR WASHES		415.00	N	415.00	1/10/2014
130170	1/10/2014	MARK'S OUTDOOR POWER EQUIPMENT ACCOUNT 592-291-785.000	60505 AMOUNT 7.68	12/26/2013 001 DESCRIPTION INV 60505-SHEAR PINS		7.68	N	7.68	1/10/2014
131510	1/10/2014	L-3 COMMUNICATION MOBILE-VISION INC ACCOUNT 101-305-851.000 101-305-851.000	0206993-IN AMOUNT 53.90 12.00	12/16/2013 001 DESCRIPTION 10' CABLE WITH MATCHING SHIPPING/HANDLING		65.90	N	65.90	1/10/2014
131800	1/10/2014	MUNSON, STEVE ACCOUNT	DEC2013 AMOUNT	12/31/2013 001 DESCRIPTION		1,093.25	N	1,093.25	1/10/2014



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			101-371-818.000	1,093.25	DEC 2013	PLBG INSP PAY			
141398	1/10/2014	NORTHVILLE CAR WASH, INC.	01132013	1/13/2013 001		12.00	N	12.00	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-863.000	12.00	DEC CAR WASHES					
150600	1/10/2014	OFFICE DEPOT	685934319001	12/09/2013 001		211.26	N	211.26	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-325-727.000	211.26	MISC OFFICE SUPPLIES					
150600	1/10/2014	OFFICE DEPOT	685934680001	12/07/2013 001		85.08	N	85.08	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-325-727.000	85.08	MISC OFFICE SUPPLIES					
150600	1/10/2014	OFFICE DEPOT	688708467001	12/13/2013 001		52.77	9	52.77	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-727.000	90.63	OFFICE SUPPLIES					
		101-336-727.000	37.86-	DIFFERENCE					
150600	1/10/2014	OFFICE DEPOT	688708630001	12/13/2013 001		37.86	N	37.86	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-727.000	37.86	OFFICE SUPPLIES					
150600	1/10/2014	OFFICE DEPOT	688782644001	12/18/2013 001		15.79-	N	15.79-	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-171-727.000	15.79-	PENS					
150600	1/10/2014	OFFICE DEPOT	688858370001	12/16/2013 001		294.99	N	294.99	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-215-727.000	294.99	KEURIG B150 W/PLUMB KIT					
150601	1/10/2014	OFFICEMAX INCORPORATED	146245	12/09/2013 001		53.36	N	53.36	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-727.000	53.36	MISC OFFICE SUPPLIES					
150601	1/10/2014	OFFICEMAX INCORPORATED	178689	12/10/2013 001		37.05	N	37.05	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-727.000	37.05	MISC OFFICE SUPPLIES					
160870	1/10/2014	PHYSIO-CONTROL, INC.	114072329	12/06/2013 001		100.80	N	100.80	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-851.000	100.80	ADULT CUFF					
161298	1/10/2014	CHARTER TWSP OF PLYMOUTH	NOV2013	12/31/2013 001		1,913.16	N	1,913.16	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					

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		101-171-921.000	53.03	NOV13	WATER			
		101-201-921.000	28.37	NOV13	WATER			
		101-209-921.000	15.18	NOV13	WATER			
		101-215-921.000	46.08	NOV13	WATER			
		101-253-921.000	19.25	NOV13	WATER			
		101-265-854.000	74.65	NOV13	WATER			
		101-265-776.000			WATER			
		101-305-921.000	152.28	NOV13	WATER			
		101-315-951.000			WATER			
		101-325-921.000	63.39	NOV13	WATER			
		101-336-921.000	611.28	NOV13	WATER			
		101-371-921.000	33.38	NOV13	WATER			
		101-400-921.000	18.70	NOV13	WATER			
		101-691-921.000	332.45	NOV13	WATER			
		592-172-921.000	250.43	NOV13	WATER			
		592-444-745.000	74.66	NOV13	WATER			
		101-265-921.000	1,448.04-	NOV13	WATER			
		592-172-921.000	250.43-	NOV13	WATER			
		592-444-745.000	74.66-	NOV13	WATER			
		101-265-921.000	1,448.04	NOV13	WATER			
		592-172-921.000	250.43	NOV13	WATER			
		592-444-745.000	74.66	NOV13	WATER			
		510-510-737.000	140.03-	NOV13	WATER			
		510-510-737.000	140.03	NOV13	WATER			
		510-510-737.000	140.03	NOV13	WATER			
161930 1/10/2014	AIRGAS USA, LLC	9914753371	12/30/2013	001	272.29	N	272.29	1/10/2014
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-336-836.000	272.29	OXYGEN BOTTLES					
180191 1/10/2014	RDC ELECTRIC LLC	337	12/04/2013	001	185.00	N	185.00	1/10/2014
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-336-776.000	185.00	STA#2 LIGHT REPAIR					
180191 1/10/2014	RDC ELECTRIC LLC	342	12/18/2013	001	173.50	N	173.50	1/10/2014
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-336-776.000	173.50	OUTSIDE LAMPS					
182055 1/10/2014	RUPARD, BRYAN	REIMB	11/21/2013	001	153.55	N	153.55	1/10/2014
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-305-758.000	153.55	RUPARD CLOTHING REIMB					
190513 1/10/2014	SEIPENKO, TODD	REIMB	12/07/2013	001	37.80	N	37.80	1/10/2014
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-305-758.000	37.80	SEIPENKO REIMBURSEMENT					
190513 1/10/2014	SEIPENKO, TODD	REIMB	12/21/2013	001	55.53	N	55.53	1/10/2014
	ACCOUNT	AMOUNT	DESCRIPTION					

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			101-305-758.000	55.53	SEIPENKO REIMBURSEMENT				
192119	1/10/2014	SURE-FIT LAUNDRY CO.	314231	12/05/2013 001		20.25	N	20.25	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-325-851.000	20.25	PRISONER BLANKET CLEANING					
192119	1/10/2014	SURE-FIT LAUNDRY CO.	314956	12/19/2013 001		29.25	N	29.25	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-325-851.000	29.25	PRISONER BLANKET CLEANING					
192119	1/10/2014	SURE-FIT LAUNDRY CO.	315321	12/26/2013 001		20.25	N	20.25	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-325-851.000	20.25	PRISONER BLANKET CLEANING					
201585	1/10/2014	TOWN LOCKSMITH	3092	11/13/2013 001		10.00	N	10.00	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-851.000	10.00	P&DS					
201600	1/10/2014	TOWN ENGRAVER, INC.	3667	12/09/2013 001		26.50	N	26.50	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-727.000	26.50	5 LOCKER ID TAGS					
211675	1/10/2014	UPPER LEVEL GRAPHICS	11804	12/16/2013 001		200.00	N	200.00	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-863.000	200.00	INVOICE 11804 GRAPHICS					
220290	1/10/2014	VERIZON WIRELESS	9716947703	12/20/2013 001		40.02	N	40.02	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-691-853.000	40.02	DEC13 TWP PARK					
220290	1/10/2014	VERIZON WIRELESS	9717418464	12/26/2013 001		2,498.54	N	2,498.54	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-325-853.000	13.08-	DEC13 CELL PHONE					
		101-215-853.000	129.65	DEC13 CELL PHONE					
		101-305-853.000	445.43	DEC13 CELL PHONE					
		101-371-853.000	201.43	DEC13 CELL PHONE					
		101-201-853.000	62.35	DEC13 CELL PHONE					
		101-336-853.000	857.18	DEC13 CELL PHONE					
		101-691-853.000	179.62	DEC13 CELL PHONE					
		592-172-853.000	496.89	DEC13 CELL PHONE					
		226-226-727.000	10.20-	DEC13 CELL PHONE					
		101-253-853.000	149.27	DEC13 CELL PHONE					
230550	1/10/2014	WEST SHORE SERVICES INC	19464	12/13/2013 001		3,315.00	N	3,315.00	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					

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	101-315-951.000	3,315.00	INSP & MAINT SIRENS 2013					
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10586	1/10/2014	A.S.C., INC	35930	12/27/2013	001	723.03	N	723.03	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-325-851.000	723.03	NEW MOUNT FOR COMM TV					
11255	1/10/2014	ALLIE BROTHERS UNIFORMS	47292	11/27/2013	001	103.90	N	103.90	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-758.000	103.90	UNIFORM EQUIP/ANTAL					
11255	1/10/2014	ALLIE BROTHERS UNIFORMS	47293	11/27/2013	001	87.90	N	87.90	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-758.000	87.90	UNIFORM EQUIP/BROTHERS					
11255	1/10/2014	ALLIE BROTHERS UNIFORMS	47303	11/27/2013	001	142.39	N	142.39	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-325-758.000	142.39	UNIFORM EQUIP/FELL					
11255	1/10/2014	ALLIE BROTHERS UNIFORMS	47416	12/04/2013	001	430.79	N	430.79	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-758.000	430.79	UNIFORM EQUIP/HOFFMAN					
11255	1/10/2014	ALLIE BROTHERS UNIFORMS	47491	12/12/2013	001	650.00	N	650.00	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-758.000	650.00	UNIFORM EQUIP/SMITHERMAN					
11255	1/10/2014	ALLIE BROTHERS UNIFORMS	47495	12/12/2013	001	305.94	N	305.94	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-758.000	305.94	UNIFORM EQUIP/KREBS					
11255	1/10/2014	ALLIE BROTHERS UNIFORMS	47500	12/12/2013	001	249.87	N	249.87	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-758.000	249.87	UNIFORM EQUIP/RIPP					
11255	1/10/2014	ALLIE BROTHERS UNIFORMS	47502	12/12/2013	001	94.99	N	94.99	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-758.000	94.99	UNIFORM EQUIP/CHESTON					
11255	1/10/2014	ALLIE BROTHERS UNIFORMS	47503	12/12/2013	001	56.00	N	56.00	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-758.000	56.00	NEW UNIFORM EMBLEMS					
11255	1/10/2014	ALLIE BROTHERS UNIFORMS	47504	12/12/2013	001	24.00	N	24.00	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-758.000	24.00	UNFRM EQUIP/S TIDERINGTON					

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11255 1/10/2014	ALLIE BROTHERS UNIFORMS ACCOUNT 101-305-758.000	47505 AMOUNT 64.00	12/12/2013 001 DESCRIPTION NEW UNIFORM EMBLEMS		64.00	N	64.00	1/10/2014
11255 1/10/2014	ALLIE BROTHERS UNIFORMS ACCOUNT 101-305-758.000	47524 AMOUNT 308.92	12/13/2013 001 DESCRIPTION UNIFORM EQUIP/KUDRA		308.92	N	308.92	1/10/2014
11255 1/10/2014	ALLIE BROTHERS UNIFORMS ACCOUNT 101-336-758.000	47558 AMOUNT 120.00	12/17/2013 001 DESCRIPTION INSPECTOR'S SHOES		120.00	N	120.00	1/10/2014
11255 1/10/2014	ALLIE BROTHERS UNIFORMS ACCOUNT 101-305-758.000	47594 AMOUNT 133.97	12/18/2013 001 DESCRIPTION UNIFORM EQUIP/COFFELL		133.97	N	133.97	1/10/2014
11300 1/10/2014	ALPHAGRAPHICS #336 ACCOUNT 101-305-727.000 101-305-727.000	98284 AMOUNT 303.33 154.80	12/12/2013 001 DESCRIPTION VEHICLE IMPOUND REPORT GENERAL BUSINESS CARDS		458.13	N	458.13	1/10/2014
11450 1/10/2014	A T & T ACCOUNT 101-336-921.000	734454065812 AMOUNT 55.16	12/25/2013 001 DESCRIPTION TO 12414 DEC13 FS#2 METERLINE		55.16	N	55.16	1/10/2014
11450 1/10/2014	A T & T ACCOUNT 101-201-853.000 101-209-853.000 101-371-853.000 101-336-853.000 101-305-853.000 101-171-853.000 101-253-853.000 101-215-853.000 101-400-853.000 101-325-853.000 592-172-853.000 592-291-805.000 101-265-854.000 101-691-853.000 101-265-853.000 592-172-853.000 101-265-853.000 592-172-853.000	734R01977701 AMOUNT 155.82 97.09 172.73 585.20 457.92 207.88 134.76 259.72 250.89 224.20 221.55 73.85 26.34 65.70 2,638.25 295.40 2,638.25 295.40	12/31/2013 001 DESCRIPTION DEC13 TELEPHONE DEC13 TELEPHONE DEC13 TELEPHONE DEC13 TELEPHONE DEC13 TELEPHONE DEC13 TELEPHONE DEC13 TELEPHONE DEC13 TELEPHONE DEC13 TELEPHONE DEC13 TELEPHONE DEC13 TELEPHONE DEC13 TELEPHONE DEC13 TELEPHONE DEC13 TELEPHONE DEC13 TELEPHONE DEC13 TELEPHONE DEC13 TELEPHONE DEC13 TELEPHONE		2,933.65	N	2,933.65	1/10/2014
11450 1/10/2014	A T & T ACCOUNT	734453446112 AMOUNT	12/25/2013 001 DESCRIPTION		2,187.15	N	2,187.15	1/10/2014

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		101-201-853.000	119.22	DEC13	TELEPHONE			
		101-209-853.000	74.29	DEC13	TELEPHONE			
		101-371-853.000	132.15	DEC13	TELEPHONE			
		101-336-853.000	447.73	DEC13	TELEPHONE			
		101-305-853.000	350.35	DEC13	TELEPHONE			
		101-171-853.000	159.05	DEC13	TELEPHONE			
		101-253-853.000	103.11	DEC13	TELEPHONE			
		101-215-853.000	141.34	DEC13	TELEPHONE			
		101-400-853.000	191.95	DEC13	TELEPHONE			
		101-325-853.000	171.54	DEC13	TELEPHONE			
		592-172-853.000	169.51	DEC13	TELEPHONE			
		592-291-805.000	56.51	DEC13	TELEPHONE			
		101-265-854.000	20.15	DEC13	TELEPHONE			
		101-691-853.000	50.25	DEC13	TELEPHONE			
		101-265-853.000	1,961.13	DEC13	TELEPHONE			
		592-172-853.000	226.02	DEC13	TELEPHONE			
		101-265-853.000	1,961.13	DEC13	TELEPHONE			
		592-172-853.000	226.02	DEC13	TELEPHONE			
11450	1/10/2014 A T & T	734R01030601	12/31/2013 001		347.70	N	347.70	1/10/2014
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-325-853.000	347.70	TO 013114 DEC13 VIDEO ARR.					
20025	1/10/2014 B & F AUTO SUPPLY INC	407286	12/12/2013 001		121.88	N	121.88	1/10/2014
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-305-863.000	121.88	CAR BATTERY					
20050	1/10/2014 B & R JANITORIAL SUPPLY	157993	12/11/2013 001		1,113.12	N	1,113.12	1/10/2014
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-336-776.000	1,113.12	JANITORIAL SUPPLIES					
20050	1/10/2014 B & R JANITORIAL SUPPLY	158139	12/20/2013 001		1,221.12	N	1,221.12	1/10/2014
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-265-776.000	549.50	JANITORIAL SUPPLIES					
	101-265-858.000	36.63	JANITORIAL SUPPLIES					
	101-305-776.000	305.28	JANITORIAL SUPPLIES					
	101-325-727.000	122.11	JANITORIAL SUPPLIES					
	101-336-776.000	24.42	JANITORIAL SUPPLIES					
	592-172-776.000	183.18	JANITORIAL SUPPLIES					
20050	1/10/2014 B & R JANITORIAL SUPPLY	158139-1	12/30/2013 001		39.31	N	39.31	1/10/2014
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-265-776.000	17.69	LINER					
	101-265-858.000	1.18	LINER					
	101-305-776.000	9.83	LINER					
	101-325-727.000	3.93	LINER					
	101-336-776.000	.79	LINER					
	592-172-776.000	5.89	LINER					

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20285	1/10/2014	BATTERIES PLUS	481-102857	12/20/2013	001	84.95	N	84.95	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-836.000	84.95	BATTERIES					
20285	1/10/2014	BATTERIES PLUS	481-102861-01	12/19/2013	001	39.99	N	39.99	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-851.000	39.99	POCKET PRO RAD RF REBUILD					
30727	1/10/2014	CHET'S RENT-ALL	7434034	12/23/2013	001	52.50	N	52.50	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-978.000	52.50	METAL BLADES					
30870	1/10/2014	CIRCLE HEATING AND COOLING	DEC 2013	12/31/2013	001	4,071.75	N	4,071.75	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-371-818.000	4,071.75	DEC 2013 MECH INSP PAY					
51437	1/10/2014	EMERGENT HEALTH PARTNERS	INV02068	12/20/2013	001	585.00	N	585.00	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-960.000	585.00	TRAINING					
60500	1/10/2014	FEDERAL LICENSING, INC	2013-00744	12/08/2013	001	2,320.00	N	2,320.00	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-851.000	2,320.00	FCC LICENSING					
60830	1/10/2014	FETNER, WILLIAM	NOV 2013	11/24/2013	001	132.24	N	132.24	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-758.000	132.24	CLOTHING REIMBURSEMENT					
60830	1/10/2014	FETNER, WILLIAM	DEC 2013	12/26/2013	001	91.54	N	91.54	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-758.000	91.54	CLOTHING REIMBURSEMENT					
80072	1/10/2014	HP	95361238	12/16/2013	001	419.31	N	419.31	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-851.000	419.31	HP 9X5 NBD HARDWARE					
80140	1/10/2014	HALT FIRE INC	S0061977	12/09/2013	001	1,459.00	N	1,459.00	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-863.000	1,459.00	E1 A/C DRIP PAN, CAB					
80187	1/10/2014	HASTINGS AIR-ENERGY CONTROL	I49330	12/09/2013	001	1,273.00	N	1,273.00	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-776.000	1,273.00	HOSE FOR E1 & A1 STA #1					



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80187	1/10/2014	HASTINGS AIR-ENERGY CONTROL ACCOUNT 101-336-776.000	I49331 AMOUNT 683.00	12/09/2013 001 DESCRIPTION STA# 3 PRESSURE SENSOR		683.00	N	683.00	1/10/2014
80197	1/10/2014	HAYES, JASON ACCOUNT 101-305-758.000	JUN-AUG 13 AMOUNT 500.00	8/31/2013 001 DESCRIPTION CLOTHING REIMBURSEMENT		500.00	N	500.00	1/10/2014
80506	1/10/2014	HEILEMAN, JAMES ACCOUNT 101-371-818.000	DEC 2013 AMOUNT 3,048.00	12/31/2013 001 DESCRIPTION DEC 2013 ELEC INSP PAY		3,048.00	N	3,048.00	1/10/2014
80750	1/10/2014	HINES PARK LINCOLN MERCURY ACCOUNT 101-305-863.000	C65252 AMOUNT 39.95	12/05/2013 001 DESCRIPTION OIL CHANGE/117772		39.95	N	39.95	1/10/2014
80750	1/10/2014	HINES PARK LINCOLN MERCURY ACCOUNT 101-305-863.000	C65475 AMOUNT 300.71	12/13/2013 001 DESCRIPTION VEH REPAIR/141727		300.71	N	300.71	1/10/2014
80750	1/10/2014	HINES PARK LINCOLN MERCURY ACCOUNT 101-305-863.000	C65785 AMOUNT 23.95	12/10/2013 001 DESCRIPTION OIL CHANGE/145836		23.95	N	23.95	1/10/2014
80750	1/10/2014	HINES PARK LINCOLN MERCURY ACCOUNT 101-305-863.000	C66234 AMOUNT 24.00	12/13/2013 001 DESCRIPTION INSTALL SNOW TIRES/145836		24.00	N	24.00	1/10/2014
80750	1/10/2014	HINES PARK LINCOLN MERCURY ACCOUNT 101-305-863.000	C66545 AMOUNT 50.00	12/17/2013 001 DESCRIPTION INSTALL SNOW TIRES/155932		50.00	N	50.00	1/10/2014
80750	1/10/2014	HINES PARK LINCOLN MERCURY ACCOUNT 101-371-863.000	C67005 AMOUNT 660.53	12/23/2013 001 DESCRIPTION REPAIRS B63270		660.53	N	660.53	1/10/2014
80750	1/10/2014	HINES PARK LINCOLN MERCURY ACCOUNT 101-305-863.000	C67764 AMOUNT 40.79	12/31/2013 001 DESCRIPTION OIL CHANGE/106437		40.79	N	40.79	1/10/2014
11255	1/10/2014	ALLIE BROTHERS UNIFORMS ACCOUNT 101-305-758.000	47522 AMOUNT 769.79	12/13/2013 001 DESCRIPTION UNIFORM EQ/T TIDERINGTON		769.79	N	769.79	1/10/2014

VENDOR ENTRY NO. DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/ CHK. DATE
11255 1/10/2014	ALLIE BROTHERS UNIFORMS ACCOUNT 101-305-758.000	47533 AMOUNT 72.00	12/13/2013 001 DESCRIPTION UNIFRM EQUIP/LAURIA		72.00	N	72.00	1/10/2014
11255 1/10/2014	ALLIE BROTHERS UNIFORMS ACCOUNT 101-325-758.000	47642 AMOUNT 13.50	12/20/2013 001 DESCRIPTION EMBLEMS REPLACED/BRANDT		13.50	N	13.50	1/10/2014
11255 1/10/2014	ALLIE BROTHERS UNIFORMS ACCOUNT 101-305-758.000	47664 AMOUNT 8.00	12/23/2013 001 DESCRIPTION UNIFORM EQUIP/MCPARLAND		8.00	N	8.00	1/10/2014
11255 1/10/2014	ALLIE BROTHERS UNIFORMS ACCOUNT 101-305-758.000	47690 AMOUNT 353.94	12/26/2013 001 DESCRIPTION UNIFORM EQUIP/J. HAYES		353.94	N	353.94	1/10/2014
41455 1/10/2014	DONN, TOM ACCOUNT 101-305-863.000	1553 AMOUNT 100.00	11/26/2013 001 DESCRIPTION REMOVE DENT/BLACK TAURUS		100.00	N	100.00	1/10/2014
120700 1/10/2014	LEO'S CONEY ISLAND ACCOUNT 101-325-818.000	AUG-NOV 2013 AMOUNT 753.48	12/30/2013 001 DESCRIPTION MEALS 8/27/13 TO 11/29/13		753.48	N	753.48	1/10/2014
150600 1/10/2014	OFFICE DEPOT ACCOUNT 101-253-831.000 101-253-727.000 101-253-831.000 101-253-831.000 101-253-727.000 101-253-727.000 101-253-727.000	689090436001 AMOUNT 300.00 13.17 124.28 234.00 90.78 58.68 21.16	12/17/2013 001 DESCRIPTION PAPER RIBBONS FAX CARTRIDGES BINDERS TAX ROLL BANKERS BOXES AVERY TABS SMEAD WALLETS LEGAL		842.07	N	842.07	1/10/2014
130065 1/10/2014	M H R BILLING SERVICES ACCOUNT 101-336-727.000	2034 AMOUNT 144.00	12/31/2013 001 DESCRIPTION BILLING 8		144.00	N	144.00	1/10/2014
131485 1/10/2014	MOTOROLA SOLUTIONS, INC. ACCOUNT 265-300-978.000	41189044 AMOUNT 11,139.40	12/10/2013 001 DESCRIPTION MOTOROLA MCC 7500 RADIO		11,139.40	N	11,139.40	1/10/2014
230557 1/10/2014	WESTERN WAYNE CTY FD MUTUAL AID ASN438 ACCOUNT	AMOUNT	7/30/2013 001 DESCRIPTION		6,678.56	N	6,678.56	1/10/2014

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			101-336-885.000	6,678.56	I 275 INCIDENT				
11255	1/10/2014	ALLIE BROTHERS UNIFORMS	47679	12/24/2013	001	39.95	N	39.95	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-758.000	39.95	BADGE WALLET					
11255	1/10/2014	ALLIE BROTHERS UNIFORMS	47721	12/30/2013	001	48.00	N	48.00	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-758.000	48.00	UNIFORM SHIRTS					
20529	1/10/2014	BELLE TIRE	23627415	12/23/2013	001	1,572.00	N	1,572.00	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-863.000	1,572.00	A3 TIRES					
31409	1/10/2014	CODE SAVVY CONSULTANTS LLC	934	12/26/2013	001	205.00	N	205.00	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-371-818.000	205.00	FEDERAL MOGUL					
31409	1/10/2014	CODE SAVVY CONSULTANTS LLC	935	12/26/2013	001	460.00	N	460.00	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-371-818.000	460.00	SCHLAGE 44704 HEL					
31409	1/10/2014	CODE SAVVY CONSULTANTS LLC	938	12/26/2013	001	205.00	N	205.00	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-371-818.000	205.00	LIBERTY TAX SERV					
141398	1/10/2014	NORTHVILLE CAR WASH, INC.	DEC 2013	12/31/2013	001	12.00	N	12.00	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-863.000	12.00	CAR WASHES					
141398	1/10/2014	NORTHVILLE CAR WASH, INC.	DEC 2013	12/31/2013	001	6.00	N	6.00	1/10/2014
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-371-863.000	6.00	DECEMBER 2013 CAR WASH					
*** GRAND TOTALS ***			64 INVOICES			51,295.82		51,295.82	

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11450	12/30/2013	A T & T	734207090612	12/10/2013	001	49.66	N	49.66	12/30/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-921.000	49.66	TO 010914 DEC13 FS#3 METERLINE					
31470	12/30/2013	CONZELMAN, NANCY	JAN-JUN 2013	12/18/2013	001	65.09	N	65.09	12/30/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-215-727.000	65.09	MILEAGE REIMBURSEMENT					
31470	12/30/2013	CONZELMAN, NANCY	FY 2013	12/18/2013	001	599.35	N	599.35	12/30/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-215-727.000	599.35	MILEAGE REIMBURSEMENT					
31470	12/30/2013	CONZELMAN, NANCY	FY 2013	12/23/2013	001	113.49	N	113.49	12/30/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-215-727.000	113.49	MISC. EXPENSE REIMBURSE					
40575	12/30/2013	DTE ENERGY	1840 729 0008 9	12/17/2013	001	87.42	N	87.42	12/30/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-100-067.010	87.42	NOV13 & DEC13 42171 A2 RD.					
40575	12/30/2013	DTE ENERGY	1840 729 0005 5	12/18/2013	001	26.93	N	26.93	12/30/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-691-921.000	26.93	OCT13-DEC13 MILLER PARK					
40575	12/30/2013	DTE ENERGY	2939 501 0001 7	12/13/2013	001	37.30	N	37.30	12/30/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-265-776.000	37.30	OCT-NOV 2013 42340 A2 RD.					
40575	12/30/2013	DTE ENERGY	3177 072 0012 5	12/12/2013	001	55.58	N	55.58	12/30/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-315-951.000	17.82	OCT-NOV 2013 9220 RIDGE RD.					
		101-315-951.000	18.88	OCT-NOV 2013 13550 RIDGE RD.					
		101-315-951.000	18.88	OCT-NOV 2013 46001 A2 RD.					
40575	12/30/2013	DTE ENERGY	1840 729 0006 3	12/17/2013	001	521.06	N	521.06	12/30/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		510-510-737.000	34.89	DEC13 HTGC MAINTENANCE SHED					
		510-510-737.000	486.17	DEC13 HTGC CLUBHOUSE					
40575	12/30/2013	DTE ENERGY	1840 729 0009 7	12/23/2013	001	425.32	N	425.32	12/30/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-100-067.010	425.32	DEC13 217 A2 RD.					
40575	12/30/2013	DTE ENERGY	1840 729 0011 3	12/23/2013	001	426.09	N	426.09	12/30/2013
		ACCOUNT	AMOUNT	DESCRIPTION					

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		101-100-067.010	426.09	DEC13 575 A2 RD.				
40575 12/30/2013 DTE ENERGY		1840 729 0010 5	12/20/2013 001		401.31	N	401.31	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-100-067.010	401.31	DEC13 1425 A2 RD.					
40585 12/30/2013 DETROIT BOARD OF WATER COMMISSIONER		002-1091.300	12/23/2013 001		269,155.00	N	269,155.00	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-441-741.000	269,155.00	NOV13 WATER					
121450 12/30/2013 LOZIER, MICHELLE		FY 2013	12/18/2013 001		143.51	N	143.51	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-215-727.000	143.51	MILEAGE REIMBURSEMENT					
161287 12/30/2013 CHARTER TWSP OF PLYMOUTH		FY 2013	12/30/2013 001		8,800.00	N	8,800.00	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	226-226-707.000	7,174.89	2013 CDBG					
	226-226-714.010	1,076.23	2013 CDBG					
	226-226-715.000	548.88	2013 CDBG					
190251 12/30/2013 A T & T LONG DISTANCE		836376571	12/13/2013 001		86.98	N	86.98	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-201-853.000	5.95	NOV13 ATT LONG DISTANCE					
	101-209-853.000	3.55	NOV13 ATT LONG DISTANCE					
	101-371-853.000	9.90	NOV13 ATT LONG DISTANCE					
	101-336-853.000	15.63	NOV13 ATT LONG DISTANCE					
	101-305-853.000	15.83	NOV13 ATT LONG DISTANCE					
	101-171-853.000	9.26	NOV13 ATT LONG DISTANCE					
	101-253-853.000	7.90	NOV13 ATT LONG DISTANCE					
	101-215-853.000	4.61	NOV13 ATT LONG DISTANCE					
	101-400-853.000	3.69	NOV13 ATT LONG DISTANCE					
	101-325-853.000	5.96	NOV13 ATT LONG DISTANCE					
	101-265-854.000	1.41	NOV13 ATT LONG DISTANCE					
	101-691-853.000	1.11	NOV13 ATT LONG DISTANCE					
	592-172-853.000	2.18	NOV13 ATT LONG DISTANCE					
	592-291-805.000		ATT LONG DISTANCE					
	101-265-853.000	84.80	NOV13 ATT LONG DISTANCE					
	101-265-853.000	84.80	NOV13 ATT LONG DISTANCE					
	592-172-853.000	2.18	NOV13 ATT LONG DISTANCE					
	592-172-853.000	2.18	NOV13 ATT LONG DISTANCE					
40575 12/30/2013 DTE ENERGY		1840 729 0007 1	12/26/2013 001		80.39	N	80.39	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	510-510-737.000	80.39	DEC13 HTGC PUMPHOUSE					
950 12/30/2013 BONO, JENNIFER		SEP-DEC 2013	8/28/2013 001		50.86	N	50.86	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					

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VENDOR ENTRY NO. DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/ CHK. DATE
		101-253-727.000	50.86	MILEAGE 9/11 - 12/19/13				
40499 12/30/2013	DE BIASI, LIA	FY 2013	8/28/2013	001	197.19	N	197.19	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-253-727.000	197.19	MILEAGE REIM					
40508 12/30/2013	MICH MUN RISK MGT AUTHORITY ECP	MMRMA-D13111015	12/16/2013	001	8,388.69	N	8,388.69	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-171-921.000	418.63	ELECTRIC NOV					
	101-201-921.000	224.00	ELECTRIC NOV					
	101-209-921.000	119.83	ELECTRIC NOV					
	101-215-921.000	363.80	ELECTRIC NOV					
	101-253-921.000	151.94	ELECTRIC NOV					
	101-265-921.000	131.01	ELECTRIC NOV					
	101-265-921.000		ELECTRIC NOV					
	101-305-921.000	1,202.23	ELECTRIC NOV					
	101-325-921.000	500.48	ELECTRIC NOV					
	101-336-921.000	177.01	ELECTRIC NOV					
	101-336-921.000	1,072.07	ELECTRIC NOV					
	101-336-921.000	595.01	ELECTRIC NOV					
	101-371-921.000	263.55	ELECTRIC NOV					
	101-400-921.000	147.64	ELECTRIC NOV					
	101-691-921.000	349.21	ELECTRIC NOV					
	592-172-921.000	621.98	ELECTRIC NOV					
	592-172-921.000	346.97	ELECTRIC NOV					
	592-172-921.000	952.52	ELECTRIC NOV					
	101-100-067.010	750.81	ELECTRIC NOV					
80072 12/30/2013	HP	95361055	11/26/2013	001	1,030.89	N	1,030.89	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-253-727.000	1,030.89	MICROSOFT OFFICE PRO					
81988 12/30/2013	HUNTINGTON NATIONAL BANK, THE	A03666-35840411	11/15/2013	001	125.00	N	125.00	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	246-246-995.000	17.50	BOND PAYING AGENT FEE					
	592-172-998.000	107.50	BOND PAYING AGENT FEE					
90053 12/30/2013	I.A.F.F. - LOCAL 1496	DEC 2013	12/30/2013	001	1,150.00	N	1,150.00	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-100-232.020	30.00						
	101-100-232.020	110.00						
	101-100-232.020	30.00						
	101-100-232.020	150.00						
	101-100-232.020	110.00						
	101-100-232.020	110.00						
	101-100-232.020	110.00						
	101-100-232.020	30.00						
	101-100-232.020	30.00						
	101-100-232.020	110.00						

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			101-100-232.020	110.00					
			101-100-232.020	110.00					
			101-100-232.020	110.00					
130065	12/30/2013	M H R BILLING SERVICES	2009	11/30/2013 001		432.00	N	432.00	12/30/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-727.000	432.00	BILLING FEES NOV13					
130139	12/30/2013	JOHN HANCOCK LIFE INSURANCE CO.	DEC 2013	12/27/2013 001		11,905.07	N	11,905.07	12/30/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-714.040	261.24						
		101-215-714.010	358.25						
		592-291-714.010	332.77						
		101-215-714.010	546.16						
		101-171-714.010	487.28						
		592-291-714.040	274.32						
		101-253-714.010	546.16						
		592-291-714.010	525.24						
		101-305-714.010	255.04						
		101-265-714.010	211.73						
		101-253-714.010	302.02						
		101-325-714.050	255.04						
		101-201-714.010	510.40						
		101-336-714.010	221.85						
		592-291-714.010	344.65						
		101-305-714.010	221.85						
		592-291-714.040	274.32						
		592-172-714.010	210.83						
		101-215-714.010	280.46						
		101-371-714.010	471.00						
		101-215-714.010	302.02						
		592-291-714.040	261.24						
		592-291-714.040	261.24						
		101-371-714.010	221.85						
		101-305-714.010	221.85						
		101-371-714.010	280.46						
		101-209-714.010	221.85						
		101-400-714.010	266.19						
		101-171-714.010	588.45						
		592-291-714.040	195.96						
		592-172-714.010	221.85						
		592-172-714.010	221.85						
		592-291-714.040	261.24						
		592-291-714.040	261.24						
		101-305-714.010	611.54						
		226-226-714.010	280.46						
		101-171-714.010	335.17						
130139	12/30/2013	JOHN HANCOCK LIFE INSURANCE CO.	DEC 2013	12/27/2013 001		2,905.17	N	2,905.17	12/30/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-100-231.000	87.08						

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			101-100-231.000						
			101-100-231.000	110.92					
			101-100-231.000	182.05					
			101-100-231.000	162.43					
			101-100-231.000	91.44					
			101-100-231.000	182.05					
			101-100-231.000	175.08					
			101-100-231.000						
			101-100-231.000	100.67					
			101-100-231.000						
			101-100-231.000	170.13					
			101-100-231.000						
			101-100-231.000	114.88					
			101-100-231.000	91.44					
			101-100-231.000	157.00					
			101-100-231.000	100.67					
			101-100-231.000	87.08					
			101-100-231.000	87.08					
			101-100-231.000						
			101-100-231.000	65.24					
			101-100-231.000						
			101-100-231.000	88.73					
			101-100-231.000	196.15					
			101-100-231.000	65.32					
			101-100-231.000	100.00					
			101-100-231.000	87.08					
			101-100-231.000	87.08					
			101-100-231.000	203.85					
			101-100-231.000						
			101-100-231.000						
			101-100-231.000	111.72					
130922	12/30/2013	MICHIGAN CAT	ER3626624	11/15/2013	001	1,103.00	N	1,103.00	12/30/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		510-510-737.000	827.25	EQUIPMENT RENTAL					
		101-691-931.000	275.75	EQUIPMENT RENTAL					
140150	12/30/2013	NATIONWIDE RET SOL USCHM/MIDWEST	0037121001	12/22/2013	001	9,653.04	N	9,653.04	12/30/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-100-239.000	200.00						
		101-100-239.000	307.69						
		101-100-239.000	504.64						
		101-100-239.000	350.00						
		101-100-239.000	40.00						
		101-100-239.000	50.00						
		101-100-239.000	630.00						
		101-100-239.000	200.00						
		101-100-239.000	20.00						
		101-100-239.000	100.00						
		101-100-239.000	30.60						
		101-100-239.000	300.00						



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		101-100-239.000			75.00			
		101-100-239.000			20.00			
		101-100-239.000			125.00			
		101-100-239.000						
		101-100-239.000			450.00			
		101-100-239.000			150.00			
		101-100-239.000			403.43			
		101-100-239.000			300.00			
		101-100-239.000			36.00			
		101-100-239.000			10.00			
		101-100-239.000			50.00			
		101-100-239.000			100.00			
		101-100-239.000						
		101-100-239.000			201.35			
		101-100-239.000						
		101-100-239.000			200.00			
		101-100-239.000			50.00			
		101-100-239.000			50.00			
		101-100-239.000			200.00			
		101-100-239.000			20.00			
		101-100-239.000			100.00			
		101-100-239.000			200.00			
		101-100-239.000			150.00			
		101-100-239.000			125.00			
		101-100-239.000			150.00			
		101-100-239.000			135.00			
		101-100-239.000			20.00			
		101-100-239.000			150.00			
		101-100-239.000			150.00			
		101-100-239.000			100.00			
		101-100-239.000			67.00			
		101-100-239.000			50.00			
		101-100-239.000			130.00			
		101-100-239.000			35.00			
		101-100-239.000			50.00			
		101-100-239.000			10.00			
		101-100-239.000			200.00			
		101-100-239.000			400.00			
		101-100-239.000			100.00			
		101-100-239.000			250.00			
		101-100-239.000			200.00			
		101-100-239.000			100.00			
		101-100-239.000			100.00			
		101-100-239.000			25.00			
		101-100-239.000			100.00			
		101-100-239.000			150.00			
		101-100-239.000			50.00			
		101-100-239.000			576.92			
		101-100-239.000			105.41			
		101-100-239.000			400.00			
		101-100-239.000			100.00			

161204 12/30/2013 PLANTE & MORAN, PLLC	ACCOUNT	1052481	4/05/2013 001	8,280.00	N	8,280.00	12/30/2013
		AMOUNT	DESCRIPTION				

VENDOR ENTRY NO. DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GP AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/ CHK. DATE
		101-201-817.000	2,300.00	PROFESSIONAL SERVICES				
		592-172-808.000	2,905.00	PROFESSIONAL SERVICES				
		101-336-826.000	3,075.00	PROFESSIONAL SERVICES				
161204 12/30/2013	PLANTE & MORAN, PLLC	1079890	7/02/2013	001	4,100.00	N	4,100.00	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	510-510-738.000	4,100.00	PROFESSIONAL SERVICES					
161234 12/30/2013	PLYMOUTH COMMUNITY UNITED WAY	OCT-DEC 2013	12/30/2013	001	161.00	N	161.00	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-100-234.000	161.00	OCT-DEC 2013 EMPLOYEE CONT					
100087 12/30/2013	JACHYM, HARRY	NOV-DEC 2013	12/19/2013	001	56.94	N	56.94	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	805-805-970.005	45.77	MILEAGE					
	805-805-970.005	11.17	SPRAY PAINT FOR MARKING					
161299 12/30/2013	CHARTER TWSP OF PLYMOUTH	AUG 2013	12/30/2013	001	4,180.73	A	4,180.73	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-305-851.000	23.89	S & W HARDWARE					
	265-300-960.000	249.50	THE FIRING LINE					
	101-305-960.000	29.18	KROGER					
	101-305-851.000	235.45	SAFETYSIGN.COM					
	101-305-851.000	11.07	THE HOME DEPOT					
	101-336-863.000	25.48	B & F AUTO SUPPLY					
	101-325-851.000	100.85	XYBIX SYSTEMS					
	101-215-727.000	13.00	WAYNE COUNTY REGISTER					
	101-215-727.000	19.00	WAYNE COUNTY REGISTER					
	101-215-727.000	20.00	WAYNE COUNTY REGISTER					
	101-215-727.000	20.00	WAYNE COUNTY REGISTER					
	101-215-727.000	20.00	WAYNE COUNTY REGISTER					
	101-215-727.000	20.00	WAYNE COUNTY REGISTER					
	101-215-727.000	14.00	WAYNE COUNTY REGISTER					
	101-215-727.000	20.00	WAYNE COUNTY REGISTER					
	101-215-727.000	17.00	WAYNE COUNTY REGISTER					
	101-215-727.000	20.00	WAYNE COUNTY REGISTER					
	101-215-727.000	8.00	WAYNE COUNTY REGISTER					
	101-215-727.000	20.00	WAYNE COUNTY REGISTER					
	101-215-727.000	11.00	WAYNE COUNTY REGISTER					
	101-215-727.000	20.00	WAYNE COUNTY REGISTER					
	101-215-727.000	3.00	WAYNE COUNTY REGISTER					
	101-215-727.000	10.00	WAYNE COUNTY REGISTER					
	101-215-727.000	17.00	WAYNE COUNTY REGISTER					
	592-172-727.000	125.00	MICHIGAN RURAL WATER					
	592-172-727.000	30.00	STATE DEQ WORKSHOPS					
	101-336-776.000	19.94	THE HOME DEPOT					
	101-336-836.000	99.99	BANKS VACUUM					
	101-336-863.000	10.26	B & F AUTO SUPPLY					
	101-336-851.000	33.00	MARKS OUTDOOR					
	101-305-960.000	82.13	TIM HORTONS					

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VENDOR ENTRY NO. DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/ CHK. DATE
		101-305-960.000	2.90	TIM HORTONS				
		101-325-727.000	30.73	OFFICEMAX				
		101-325-960.000	33.95	SPEEDWAY				
		101-325-960.000	30.00	REPUBLIC ROCKWELLS-FELL				
		101-325-960.000	15.00	OLIVE GARDEN				
		101-325-960.000	156.96	HOLIDAY INN EXP - FELL				
		101-325-727.000	15.90	CVS				
		101-265-776.000	32.00	TOWN LOCKSMITH				
		101-265-776.000	63.88	BRUCK LIGHTING SYS				
		101-265-776.000	18.02	RS ELECTRONICS				
		101-265-858.000	1.99	BATTERIES PLUS				
		101-265-776.000	8.95	BATTERIES PLUS				
		101-265-776.000	229.23	STATE CORRECTIONS MSI				
		101-265-858.000	245.23	JOHN DEERE				
		101-265-858.000	155.00	CAROUSEL CLEANING				
		101-371-727.000	10.79	BATTERIES PLUS				
		101-265-776.000	16.95	TARGET				
		101-265-776.000	31.97	SPECIALTY PET SUPPLIES				
		101-201-727.000	249.90	CDW GOVERNMENT				
		101-253-727.000	173.98	CDW GOVERNMENT				
		101-336-727.000	39.85	CANTON COMPUTERS				
		592-291-851.000	66.64	THE HOME DEPOT				
		101-371-863.000	160.02	TEAM CAMC				
		101-371-863.000	291.02	BUDDY'S AUTO REPAIR				
		101-371-960.000	144.97	CRYSTAL MTN LODGING				
		101-101-861.000	57.20	BUDDY'S PIZZA				
		101-215-727.000	67.40	MICHIGAN NOTARY SERV				
		101-336-978.000	40.30	THE HOME DEPOT				
		101-336-776.000	27.78	THE HOME DEPOT				
		101-336-863.000	15.00	B & F AUTO SUPPLY				
		101-691-931.000	84.06	DORNBOS SIGNS				
		101-691-931.000	114.78	THE HOME DEPOT				
		101-691-931.000	53.43	THE HOME DEPOT				
		101-691-931.000	10.17	THE HOME DEPOT				
		101-336-776.000	65.46	THE HOME DEPOT				
		101-171-960.000	89.00	KELBY TRAINING-WALLACE				
		101-336-960.000	12.58	TIM HORTONS				

161299	12/30/2013	CHARTER TWSP OF PLYMOUTH	SEP 2013	12/30/2013 001	5,751.55	B	5,751.55	12/30/2013
		ACCOUNT	AMOUNT	DESCRIPTION				
		101-305-851.000	10.49	THE HOME DEPOT				
		101-305-863.000	28.94	OREILLY AUTO PARTS				
		101-305-727.000	82.50	DRIVERS LICENSE GUIDE				
		101-305-963.000	55.00	TRAFFIC LOGIX				
		101-305-960.000	115.00	THE FIRING LINE				
		101-305-960.000	36.54	THE FIRING LINE				
		101-101-861.000	59.36	POTBELLY SANDWICH				
		101-215-727.000	12.00	WAYNE COUNTY REGISTER				
		101-691-931.000	128.21	SEARS				
		101-691-931.000	289.65	THE HOME DEPOT				
		101-305-958.000	100.00	MI ASSOC OF CHIEFS				
		101-336-776.000	21.85	THE HOME DEPOT				
		101-265-776.000	24.50	GRAYBAR ELECTRIC				

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VENDOR ENTRY NO. DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/ CHK. DATE
		101-691-931.000	42.40	GRAYBAR ELECTRIC				
		101-265-776.000	64.23	TARGET				
		101-325-727.000	34.05	TARGET				
		101-265-776.000	11.94	LIGHTING SUPPLY				
		101-691-931.000	1.25	THE HOME DEPOT				
		101-290-941.000	244.77	GODADDY.COM				
		101-336-727.000	31.90	CANTON COMPUTERS				
		101-305-727.000	250.00	CDW GOVERNMENT				
		592-291-851.000	43.47	THE HOME DEPOT				
		592-172-727.000	95.00	MI-AWWA - KARLL				
		592-172-727.000	125.00	MI-AWWA - KRUEGER				
		592-172-727.000	125.00	MI-AWWA - COURTER				
		592-291-851.000	25.45	THE HOME DEPOT				
		592-291-851.000	10.68	THE HOME DEPOT				
		592-291-851.000	10.97	THE HOME DEPOT				
		265-300-963.000	14.83	DUNKIN DONUTS				
		101-305-960.000	1,225.00	THE FIRING LINE				
		101-691-931.000	135.88	THE HOME DEPOT				
		101-691-931.000	46.47	AMAZON MKTPLACE				
		510-510-737.000	296.00	WAYNE COUNTY HEALTH				
		101-691-931.000	209.90	CENTRAL VACUUM STORES				
		101-371-853.000	47.69	VERIZON WIRELESS				
		101-265-776.000	41.51	AMAZON MKTPLACE				
		101-371-727.000	209.95	INT'L CODE COUNCIL INC				
		101-336-776.000	3.77	THE HOME DEPOT				
		101-336-851.000	45.09	DON'S SMALL ENGINE				
		101-336-851.000	8.57	THE HOME DEPOT				
		101-336-979.000	29.97	THE HOME DEPOT				
		101-691-931.000	62.39	THE HOME DEPOT				
		101-691-931.000	43.45	THE HOME DEPOT				
		101-691-727.000	59.34	OFFICE DEPOT				
		101-691-727.000	12.89	THE HOME DEPOT				
		101-336-776.000	48.86	THE HOME DEPOT				
		101-336-960.000	24.00	THE HOME DEPOT				
		101-336-978.000	85.77	THE HOME DEPOT				
		101-305-963.000	19.13	LEOS CONEY ISLAND				
		101-305-727.000	15.25	MARATHON PETRO				
		265-300-963.000	42.39	GANDER MOUNTAIN				
		101-336-727.000	943.30	VASSEL'S MAIN STREET				

161299 12/30/2013 CHARTER TWSP OF PLYMOUTH	OCT 2013	12/30/2013 001	9,758.46	C	9,758.46	12/30/2013
ACCOUNT	AMOUNT	DESCRIPTION				
101-305-727.000	429.50	BATTERIES PLUS				
101-215-960.000	100.00	VIKTOR INCENTIVES&MEET				
101-215-727.000	13.00	WAYNE COUNTY REGISTER				
101-215-727.000	20.00	WAYNE COUNTY REGISTER				
101-215-727.000	20.00	WAYNE COUNTY REGISTER				
101-171-727.000	180.32	MINES FORM CENTER				
101-691-931.000	16.55	THE HOME DEPOT				
101-691-931.000	134.09	NORTHVILLE LUMBER				
101-691-931.000	138.11	JOHN DEERE				
101-691-931.000	22.13	THE HOME DEPOT				
101-691-931.000	1,126.42	VIRGINIA TILE				

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VENDOR ENTRY NO. DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/ CHK. DATE
592-172-727.000		81.58	ULINE					
592-172-727.000		11.45	USPS					
592-172-727.000		40.00	MICHIGAN TWP ASSOC					
265-300-978.000		211.98	BEST BUY					
265-300-978.000		606.45	APPLE STORE					
265-300-978.000		606.45	APPLE STORE					
101-325-727.000		363.37	SAFARILAND					
101-305-727.000		165.25	KENDALL HUNT PUBLISHING					
101-305-963.000		30.18	JETS PIZZA					
101-305-776.000		57.52	DELLWOOD SUPPLY CO.					
101-305-776.000		162.00	CAROUSEL CLEANING					
101-325-963.000		81.00	CAROUSEL CLEANING					
101-265-776.000		162.00	CAROUSEL CLEANING					
101-265-776.000		500.00	B&R JANITORIAL					
101-265-776.000		21.30	GRAYBAR ELECTRIC					
101-265-776.000		10.91	GRAYBAR ELECTRIC					
101-253-727.000		184.93	NATIONAL BAND & TAG					
101-253-727.000		31.00	NATIONAL BAND & TAG					
101-201-851.000		249.90	CDW GOVERNMENT					
101-201-851.000		43.17	CDW GOVERNMENT					
101-171-727.000		61.61	CDW GOVERNMENT					
101-201-851.000		60.00	CDW GOVERNMENT					
101-201-851.000		120.00	CDW GOVERNMENT					
101-691-931.000		359.87	CDW GOVERNMENT					
101-201-851.000		72.00	CDW GOVERNMENT					
592-291-851.000		52.79	THE HOME DEPOT					
592-291-851.000		21.48	AIRGAS					
592-291-851.000		11.30	FASTENAL COMPANY					
592-291-851.000		91.10	THE HOME DEPOT					
592-172-963.000		51.10	THE HOME DEPOT					
592-172-963.000		25.42	THE HOME DEPOT					
592-172-776.000		95.78	JOHN DEERE					
592-172-776.000		154.07	ABTECPARTS.COM					
592-291-851.000		91.91	THE HOME DEPOT					
592-291-851.000		260.67	THE MACOMB GROUP					
101-305-960.000		914.50	MICHIGAN TASER DISTRIB					
101-371-960.000		37.42	DINGHY'S					
510-510-737.000		125.00	BEST1 ROOTER					
101-371-960.000		36.75	VILLA MARINE					
101-371-960.000		321.86	CRYSTAL MTN LODGING					
101-371-960.000		14.28	DA DAWG HOUSE					
101-371-960.000		59.96	SHELL OIL					
101-371-960.000		36.98	NORTH PEAK BREWING					
101-371-727.000		79.00	AMAZONPRIME MEMBERSHIP					
101-371-727.000		79.50	INT'L CODE COUNCIL					
101-101-861.000		31.78	SHISH HOUSE					
101-336-863.000		7.50	B&F AUTO SUPPLY					
101-336-863.000		38.33	B&F AUTO SUPPLY					
101-691-931.000		107.76	THE HOME DEPOT					
101-691-931.000		47.24	THE HOME DEPOT					
101-691-931.000		53.25	THE HOME DEPOT					
101-691-931.000		60.78	THE HOME DEPOT					
101-336-776.000		50.00	THE HOME DEPOT					
101-336-776.000		19.97	THE HOME DEPOT					

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VENDOR ENTRY NO. DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/ CHK. DATE
		101-336-776.000	18.10	THE HOME DEPOT				
		101-336-727.000	57.04	KMART				
		101-336-727.000	325.00	TECHRADIIUM INC				
161299 12/30/2013	CHARTER TWSP OF PLYMOUTH	JULY 2013	12/30/2013	001	15,070.99	D	15,070.99	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-305-727.000	53.00	DISKOMP COMPUTER SALES					
	101-305-758.000	114.99	GALLS INTERN					
	101-336-776.000	79.96	KMART					
	101-215-960.000	99.00	MI TWP ASSOC					
	101-215-727.000	17.00	WAYNE COUNTY REGISTER					
	101-215-727.000	20.00	WAYNE COUNTY REGISTER					
	101-215-727.000	9.00	WAYNE COUNTY REGISTER					
	101-171-960.000	25.00	MPELRA					
	701-100-056.000	1,382.27	RUSH ORDER TEES					
	701-100-056.000	74.20	MR CHICKEN					
	701-100-056.000	52.00	GFS MKTPLC					
	701-100-056.000	66.10	GFS MKTPLC					
	701-100-055.000	951.60	BUSCH'S					
	701-100-056.000	187.71	BUSCH'S					
	701-100-055.000	150.00	TARGET					
	701-100-055.000	51.16	TARGET					
	701-100-055.000	67.49	WALMART					
	701-100-056.000	94.66	MEIJER					
	701-100-055.000	131.00	HILLER'S					
	701-100-056.000	164.85	HILLER'S					
	701-100-055.000	237.30	GFS MKPLC					
	701-100-056.000	814.71	GFS MKPLC					
	701-100-056.000	213.01	MEIJER					
	701-100-055.000	200.00	MEIJER					
	701-100-055.000	131.71	KROGER					
	701-100-055.000	46.48	GFS MKPLC					
	701-100-056.000	920.05	LEE'S CHICKEN					
	701-100-056.000	549.40	COMPARI'S					
	701-100-055.000	277.73	PENSKE TRK LSG					
	701-100-055.000	64.40	THE HOME DEPOT					
	101-691-931.000	436.22	LEATHERS ASSOC					
	701-100-056.000	163.62	BUSCH'S					
	101-691-931.000	54.00	JOHN DEERE					
	701-100-055.000	120.00	ORIENTAL TRADING					
	101-336-863.000	412.08	B&F AUTO					
	101-305-960.000	500.00	RANGER FIREARM INSTR					
	265-300-978.000	140.00	THE FIRING LINE					
	101-305-863.000	39.78	STATE OF MICHIGAN					
	101-325-727.000	227.25	SAFARILAND					
	101-305-863.000	39.00	PRIORTIY ONE EMER					
	101-305-863.000	31.99	PRIORTIY ONE EMER					
	101-305-776.000	192.00	CAROUSEL CLEANING					
	101-325-963.000	96.00	CAROUSEL CLEANING					
	101-265-776.000	192.00	CAROUSEL CLEANING					
	101-265-776.000	4.98	OFFICE DEPOT					
	101-215-727.000	12.99	OFFICE DEPOT					
	101-265-776.000	49.47	TARGET					

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VENDOR ENTRY NO. DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/ CHK. DATE
		101-371-863.000	27.49	TARGET				
		101-371-863.000	119.00	BROWN'S AUTO				
		101-265-776.000	21.99	SPECIALTY PET SUPPLIES				
		101-371-863.000	208.25	BUDDY'S AUTO				
		101-265-776.000	49.70	LIGHTING SUPPLY				
		101-265-858.000	23.80	LIGHTING SUPPLY				
		101-325-851.000	12.70	NORTHSIDE HARDWARE				
		101-265-776.000	24.80	K/E ELECTRIC				
		101-336-776.000	24.80	K/E ELECTRIC				
		101-325-851.000	10.90	TOWN LOCKSMITH				
		701-100-056.000	45.80	SAMS CLUB				
		701-100-056.000	11.99	GFS MKTPLC				
		101-201-960.000	75.00	GMIS				
		101-325-727.000	77.01	CDW GOVERNMENT				
		101-201-727.000	133.46	CDW GOVERNMENT				
		101-253-727.000	364.19	CDW GOVERNMENT				
		101-691-931.000	84.58	THE HOME DEPOT				
		701-100-056.000	85.28	THE HOME DEPOT				
		592-443-937.000	188.73	THE HOME DEPOT				
		592-443-937.000	44.85	THE HOME DEPOT				
		592-443-937.000	86.50	BULBS.COM				
		592-291-851.000	144.00	AMAZON MKTPLACE				
		592-291-851.000	120.50	THE HOME DEPOT				
		592-172-776.000	63.49	SHOP.COM				
		592-443-937.000	12.01	THE HOME DEPOT				
		592-443-937.000	64.67	THE HOME DEPOT				
		592-443-937.000	89.37	THE HOME DEPOT				
		101-305-727.000	47.70	RENTACRATE				
		101-305-727.000	34.45	RENTACRATE				
		592-291-851.000	69.93	THE HOME DEPOT				
		101-265-776.000	26.50	K/E ELECTRIC				
		101-691-931.000	35.54	GRAYBAR				
		510-510-737.000	758.13	UNITED REFRIG				
		101-371-727.000	9.93	BATTERIES PLUS				
		701-100-055.000	26.65	KROGER				
		101-336-863.000	68.18	B&F AUTO				
		101-336-776.000	76.15	B&F AUTO				
		101-336-776.000	93.79	THE HOME DEPOT				
		101-336-836.000	8.99	BATTERIES PLUS				
		101-336-776.000	20.53	THE HOME DEPOT				
		101-336-863.000	44.42	B&F AUTO				
		101-336-863.000	24.93	BEARING SERVICES				
		101-336-960.000	25.00	M EMS LIC-PHILLIPS				
		101-336-863.000	135.19	B&F AUTO				
		101-336-776.000	13.96	THE HOME DEPOT				
		101-336-776.000	200.40	THE HOME DEPOT				
		101-253-727.000	22.37	LEO'S CONEY				
		101-691-863.000	30.07	HINES PARK LM				
		101-691-931.000	51.62	THE HOME DEPOT				
		101-691-758.000	792.00	NEEDLES N PINS				
		101-691-931.000	17.92	THE HOME DEPOT				
		101-691-931.000	61.37	THE HOME DEPOT				
		101-691-931.000	30.41	THE HOME DEPOT				
		101-691-931.000	51.15	THE HOME DEPOT				

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VENDOR ENTRY NO. DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GPJSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/ CHK. DATE
		101-336-960.000	25.00	MI EMS LIC - TEFEND				
		101-691-931.000	74.14	MICHIGAN RESCUE CONCEP				
		101-336-727.000	22.23	CVS				
		101-336-727.000	209.00	INTERNATIONAL ASSOC				
		101-336-863.000	33.32	B&F AUTO				
		101-691-931.000	18.94	THE HOME DEPOT				
		101-265-776.000	14.90	GRAYBAR ELECTRIC				
570 12/30/2013	EDWARDS, RON TREASURER	JAN-APR 2013	12/29/2013	001	584.21	N	584.21	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-253-861.000	279.11	JAN 2013					
	101-253-861.000	118.65	FEB 2013					
	101-253-861.000	84.75	MARCH 2013					
	101-253-861.000	101.70	APRIL 2013					

\*\*\* GRAND TOTALS \*\*\*

37 INVOICES

365,959.27

365,959.27



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VENDOR ENTRY NO. DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/ CHK. DATE
60880 12/30/2013	CORELOGIC TAX SERVICES	DEC 2013	12/29/2013	001	3,128.94	N	3,128.94	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	703-100-225.010	3,128.94	R78-055-05-0015-000					
161280 12/30/2013	CHARTER TWSP OF PLYMOUTH	R78005990009701	12/30/2013	001	15,550.13	N	15,550.13	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	703-100-225.010	15,550.13	TAX FUND					
161280 12/30/2013	CHARTER TWSP OF PLYMOUTH	R78009020031000	12/30/2013	001	5,283.58	N	5,283.58	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	703-100-225.010	5,283.58	TAX FUND					
161280 12/30/2013	CHARTER TWSP OF PLYMOUTH	DEC 2013	12/30/2013	001	6,500.00	A	6,500.00	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	703-100-061.010	6,500.00	SAD - RIDGEWOOD HILLS					
161280 12/30/2013	CHARTER TWSP OF PLYMOUTH	DEC 2013	12/29/2013	001	3,496.70	B	3,496.70	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	703-100-225.010	604.20	P78999002010085					
	703-100-225.010	265.99	R78065020144000					
	703-100-225.010	713.46	R78064040209000					
	703-100-225.010	638.11	R78058020166000					
	703-100-225.010	1,274.94	R78014990002722					
230520 12/30/2013	WELLS FARGO REAL ESTATE TAX SERVICE	DEC 2013	12/29/2013	001	4,996.98	N	4,996.98	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	703-100-225.010	882.72	R78027010010000					
	703-100-225.010	1,174.32	R78058020158000					
	703-100-225.010	2,939.94	R78064990022703					
905451 12/30/2013	ALIDADE & PARADIGM TAX GROUP	DEC 2013	12/30/2013	001	29,287.89	N	29,287.89	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	703-100-225.010	29,287.89	MTT REFUND					
905451 12/30/2013	ALIDADE & PARADIGM TAX GROUP	DEC 2013	12/30/2013	001	647.87	N	647.87	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	703-100-225.010	647.87	MTT INTEREST REFUND					
905452 12/30/2013	AW TRANSMISSION ENG USA	DEC 2013	12/30/2013	001	6,555.51	N	6,555.51	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	703-100-225.010	6,555.51	MTT TAX REFUNDS					
905452 12/30/2013	AW TRANSMISSION ENG USA	DEC 2013	12/30/2013	001	99.15	N	99.15	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					

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VENDOR ENTRY NO. DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/ CHK. DATE
	703-100-225.010	99.15	MTT INTEREST REFUND					
905453 12/30/2013	HELLA ELECTRONICS CORP.	P78999000497251	12/30/2013	001	6,661.13	N	6,661.13	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	703-100-225.010	6,661.13	BOR REFUND					
905454 12/30/2013	KORBY, TAMMY	R78064040209000	12/30/2013	001	815.82	N	815.82	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	703-100-225.010	815.82	BOR REFUND					
905455 12/30/2013	MCCOIG MATERIAL	P78999002010085	12/30/2013	001	1,230.95	N	1,230.95	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	703-100-225.010	1,230.95	BOR REFUND					
905456 12/30/2013	OHARA, MARY JANE	R78065020144000	12/30/2013	001	304.25	N	304.25	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	703-100-225.010	304.25	BOR REFUND					
905457 12/30/2013	PRIETO, ROMULO	R78058020166000	12/30/2013	001	729.53	N	729.53	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	703-100-225.010	729.53	BOR REFUND					
905458 12/30/2013	RICHARDS, JAY	R78056990025705	12/30/2013	001	1,488.54	N	1,488.54	12/30/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	703-100-225.010	1,488.54	BOR REFUND					

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86,776.97

86,776.97

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200850	12/27/2013	35TH DISTRICT COURT	DEC 2013	12/26/2013	007	3,200.00	A	3,200.00	12/27/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		702-100-087.000	2,500.00	PB 2472 12/27/2013					
		702-100-087.000	100.00	PB 2473 12/27/2013					
		702-100-087.000	300.00	PB 2474 12/27/2013					
		702-100-087.000	300.00	PB 2475 12/27/2013					
200850	12/27/2013	35TH DISTRICT COURT	DEC 2013	12/26/2013	007	1,700.00	B	1,700.00	12/27/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		702-100-087.000	300.00	PB 2468 12/23/13					
		702-100-087.000	300.00	PB 2470 12/23/13					
		702-100-087.000	300.00	PB 2471 12/23/13					
		702-100-087.000	300.00	PB 62099 12/23/13					
		702-100-087.000	500.00	PB 62100 12/23/13					
201010	12/27/2013	40TH CIRCUIT COURT	DEC 2013	12/26/2013	007	500.00	N	500.00	12/27/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		702-100-087.000	500.00	PB 62097 12/27/2013					
201015	12/27/2013	52-4 DIVISION DISTRICT COURT	DEC 2013	12/26/2013	007	500.00	N	500.00	12/27/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		702-100-087.000	500.00	PB 2469 12/23/13					
*** GRAND TOTALS ***			4 INVOICES			5,900.00		5,900.00	

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30290	12/20/2013	CDW GOVERNMENT INC	HQ59682	12/12/2013	001	249.90	N	249.90	12/20/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-201-727.000	249.90	HP LTO 4 DATA CARTRIDGE					
39070	12/20/2013	DELL MARKETING L.P.	XJ9281498	12/12/2013	001	1,072.27	N	1,072.27	12/20/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-215-978.000	1,072.27	OPTIPLEX 9020 SFF					
40580	12/20/2013	DTE ENERGY	6708521	12/18/2013	001	4,649.63	N	4,649.63	12/20/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-446-920.000	4,649.63	MUNICIPAL STREET LIGHTING					
80145	12/20/2013	HAMMYE, AMY	FY 2013	12/20/2013	001	566.14	N	566.14	12/20/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-253-727.000	566.14	MILEAGE JAN-DEC 13 2013					
150600	12/20/2013	OFFICE DEPOT	684388892001	11/27/2013	001	67.08	N	67.08	12/20/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-253-727.000	4.15	BLACK PENS					
		101-253-727.000	19.49	SHREDDER OIL REFILL					
		101-253-727.000	16.98	CORRECTION TAPE					
		101-253-727.000	2.69	CALC RIBBONS					
		101-253-727.000	3.00	RUBBER BANDS					
		101-253-727.000	12.78	WRITING PADS					
		101-253-727.000	7.99	BANDAIDS					
150600	12/20/2013	OFFICE DEPOT	684389127001	11/27/2013	001	47.88	N	47.88	12/20/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-253-727.000	47.88	OKI VALIDATOR RIBBONS					
150600	12/20/2013	OFFICE DEPOT	688517597001	12/12/2013	001	57.01	N	57.01	12/20/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-171-727.000	15.79	PILOT G-2 GEL PENS					
		101-171-727.000	10.99	MEMOREX SLIM CD CASES					
		101-171-727.000	16.64	TDK DVD-R SPINDLE					
		101-691-727.000	13.59	AT A GLANCE DESK PAD CAL					
191910	12/20/2013	SRS SHELVING + RACK SYSTEMS, INC	47146A	11/30/2013	001	8,905.00	N	8,905.00	12/20/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-100-180.000	5,780.00	10 - BAYS HEAVY DUTY					
		592-100-180.000	2,975.00	4 - BAYS HEAVY DUTY					
		592-100-180.000	150.00	SHIPPING					
12050	12/20/2013	ADP INC	429186358	12/13/2013	001	3,437.69	N	3,437.69	12/20/2013
		ACCOUNT	AMOUNT	DESCRIPTION					

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			101-290-941.000	3,437.69	PAYROLL PROCESS				
20025	12/20/2013	B & F AUTO SUPPLY INC	407685	12/16/2013	001	170.26	N	170.26	12/20/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-863.000	79.96	WIPER BLADE - GENESIS					
		592-291-863.000	36.12	WIPER BLADE - ACCUFIT					
		592-291-863.000	18.06	WIPER BLADE - ACCUFIT					
		592-291-863.000	36.12	WIPER BLADE - ACCUFIT					
20025	12/20/2013	B & F AUTO SUPPLY INC	407686	12/16/2013	001	8.69	N	8.69	12/20/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-863.000	8.69	SNOW PLOW OIL					
21356	12/20/2013	BLUE CARE NETWORK OF MICHIGAN	133470026842	12/13/2013	001	72,115.64	N	72,115.64	12/20/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-100-123.000	1,190.22	ALBRECHT, S JAN					
		101-100-123.000	1,190.22	ANDERSON, E JAN					
		101-100-123.000	1,190.22	ANTAL, R JAN					
		101-100-123.000	461.32	BEREZAK, J JAN					
		101-100-123.000	461.32	BRANDT, S JAN					
		592-100-123.000	1,190.22	BRUCE, M JAN					
		101-100-123.000	1,190.22	CHESTON, S JAN					
		101-100-123.000	1,102.58	CIOMA, B JAN					
		101-100-123.000	1,190.22	CONELY, P JAN					
		101-100-123.000	1,190.22	CONROY, W JAN					
		101-100-123.000	1,190.22	CONZELMAN, N JAN					
		101-100-123.000	1,102.58	CROWE, R JAN					
		101-100-123.000	1,190.22	DRAKE, J JAN					
		101-100-123.000	1,190.22	FELL, C JAN					
		592-100-123.000	1,190.22	FELLRATH, P JAN					
		101-100-123.000	1,190.22	FETNER, W JAN					
		101-100-123.000	1,190.22	FOX, D JAN					
		101-100-123.000	461.32	FRITZ, M JAN					
		101-100-123.000	1,762.23	GAUTHIER, E RETIRED JAN					
		101-100-123.000	1,632.44	HAAR, J RETIRED JAN					
		101-100-123.000	1,762.23	HAHN, D RETIRED JAN					
		101-100-123.000	1,190.22	HARNED, T JAN					
		101-100-123.000	461.32	HARRELL, J JAN					
		101-100-123.000	1,102.58	HAYES, J JAN					
		101-100-123.000	1,190.22	HOFFMAN, M JAN					
		101-100-123.000	1,102.58	INNES, D JAN					
		101-100-123.000	1,190.22	JANKS, R JAN					
		101-100-123.000	491.84	JARVIS, J PRORATED DEC JAN					
		101-100-123.000	491.84	JARVIS, J RETIRED JAN					
		101-100-123.000	1,762.23	JURY, J RETIRED JAN					
		101-100-123.000	1,102.58	KING, C JAN					
		101-100-123.000	1,632.44	KING, M RETIRED JAN					
		101-100-123.000	1,190.22	KREBS, R JAN					
		101-100-123.000	1,102.58	LAURIA, K JAN					
		101-100-123.000	1,762.23	LEGO, M RETIRED JAN					
		101-100-123.000	1,190.22	LEWIS, M JAN					

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VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
			101-100-123.000	461.32	LINTON, M JAN				
			101-100-123.000	1,190.22	LINTON, S JAN				
			101-100-123.000	1,762.23	MAYCOCK, R RETIRED JAN				
			101-100-123.000	683.03	MCDURMON, D RETIRED JAN				
			101-100-123.000	1,102.58	MCPARLAND, J JAN				
			101-100-123.000	4.14	MI CLAIM TAX ASSES ADJ JAN				
			101-100-123.000	2,232.46	MI CLAIM TAX ASSESSMENT JAN				
			101-100-123.000	683.03	MILLER, C RETIRED JAN				
			101-100-123.000	1,190.22	PHILLIPS, D JAN				
			101-100-123.000	1,762.23	RAINEY, P RETIRED JAN				
			101-100-123.000	1,762.23	RAPSON, S RETIRED JAN				
			101-100-123.000	1,190.22	REAUME, R JAN				
			101-100-123.000	461.32	RIPP, J JAN				
			101-100-123.000	1,102.58	ROZUM, C JAN				
			101-100-123.000	1,632.44	RUSSO, C RETIRED JAN				
			101-100-123.000	1,190.22	SCHAEFER, B JAN				
			101-100-123.000	461.32	SCHEMANSKE, J JAN				
			101-100-123.000	1,190.22	SEIPENKO, T JAN				
			101-100-123.000	1,190.22	SMITH, S JAN				
			101-100-123.000	461.32	SMITHERMAN, J JAN				
			101-100-123.000	1,190.22	TEFEND, R JAN				
			101-100-123.000	461.32	TIDERINGTON, S JAN				
			101-100-123.000	1,102.58	TURLEY, M JAN				
			101-100-123.000	1,632.44	VALENSKY, J RETIRED JAN				
			101-100-123.000	1,174.87	VANVLECK, C RETIRED JAN				
			101-100-123.000	1,102.58	WALLACE, A JAN				
			101-100-123.000	1,102.58	WENDEL, M JAN				
			101-100-123.000	1,762.23	WESTFALL, G RETIRED JAN				
			101-100-123.000	683.03	WOOD, K RETIRED JAN				
21356	12/20/2013	BLUE CARE NETWORK OF MICHIGAN ACCOUNT	133470007624	12/13/2013 001		24,680.02	N	24,680.02	12/20/2013
			592-100-123.000	813.28	DESCRIPTION				
			101-100-123.000	813.28	ANULEWICZ, J RETIRED JAN				
			101-100-123.000	558.73	BERRY, C RETIRED JAN				
			101-100-123.000	813.28	BERRY, R JAN				
			592-100-123.000	827.24	BROOKS, M RETIRED JAN				
			101-100-123.000	1,441.51	FIDH, R RETIRED JAN				
			101-100-123.000	1,233.88	GORDON, C JAN				
			101-100-123.000	1,335.36	GROTH, L RETIRED JAN				
			592-100-123.000	827.24	HAACK, D JAN				
			101-100-123.000	406.64	HOLLIS, T RETIRED JAN				
			101-100-123.000	558.73	HOOD, N RETIRED JAN				
			101-100-123.000	1,335.36	HUNT, N JAN				
			101-100-123.000	406.64	JOWSEY, N JAN				
			592-100-123.000	1,335.36	KLOC, T RETIRED JAN				
			101-100-123.000	558.73	LATAWIEC, K JAN				
			101-100-123.000	406.64	LECLAIR, D JAN				
			101-100-123.000	813.28	MASSENGILL, M RETIRED JAN				
			101-100-123.000	584.30	MCILHARGEY, C RETIRED JAN				
			101-100-123.000	813.28	MI CLAIM TAX ASSE RETRO JAN				
			101-100-123.000	1,335.36	MI CLAIM TAX ASSESSMENT JAN				
					NALEPKA, M RETIRED JAN				
					PALMARCHUK, C JAN				

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			101-100-123.000	558.73	PAWLOWSKI, D JAN				
			101-100-123.000	1,335.36	PYYKKONEN, C JAN				
			101-100-123.000	1,233.88	RICHARDSON, M RETIRED JAN				
			101-100-123.000	813.28	ROCKWELL, R RETIRED JAN				
			592-100-123.000	813.28	RORABACHER, R RETIRED JAN				
			592-100-123.000	558.73	SMITH, C JAN				
			592-100-123.000	1,335.36	SNELL, D JAN				
			101-100-123.000	813.28	WHITMORE, I RETIRED JAN				
21360	12/20/2013	BLUE CROSS/BLUE SHIELD OF MICHIGAN	007011523710	12/10/2013	001	15,753.13	N	15,753.13	12/20/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-100-123.000	1,883.20	ANDERSON, C JAN					
		101-100-123.000	784.67	BARNEY, S JAN					
		101-100-123.000	1,714.78	BELSKY, D JAN					
		101-100-123.000	1,883.20	ELDRIDGE, D JAN					
		101-100-123.000	857.39	HAGOPIAN, G JAN					
		101-100-123.000	1,714.78	HONKE, F JAN					
		101-100-123.000	1,714.78	KNUPP, F JAN					
		101-100-123.000	857.39	MAAS, C JAN					
		101-100-123.000	744.96	MI CLAIM TAX ASSESSMENT JAN					
		101-100-123.000	1,714.78	MOTHERSBAUGH, F JAN					
		101-100-123.000	1,883.20	WARREN, W JAN					
30865	12/20/2013	CINTAS CORPORATION - 300	300696604	12/17/2013	001	110.50	N	110.50	12/20/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-758.000	110.50	UNIFORMS					
40530	12/20/2013	DELTA DENTAL PLAN OF MI	RIS0000447253	12/31/2013	001	9,635.17	N	9,635.17	12/20/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-100-123.000	116.09	ALBRECHT, S JAN					
		101-100-123.000	116.09	ANDERSON-SMITH, E JAN					
		592-100-123.000	66.87	ANDERSON, C RETIRED JAN					
		101-100-123.000	116.09	ANTAL, R JAN					
		592-100-123.000	66.87	ANULEWICZ, J RETIRED JAN					
		101-100-123.000	116.09	ATKINS, D JAN					
		101-100-123.000	36.06	BARNEY, S RETIRED JAN					
		101-100-123.000	66.87	BELSKY, D RETIRED JAN					
		101-100-123.000	36.06	BEREZAK, J JAN					
		101-100-123.000	66.87	BERRY, C RETIRED JAN					
		101-100-123.000	36.06	BERRY, R JAN					
		101-100-123.000	36.06	BRANDT, S JAN					
		101-100-123.000	116.09	BROTHERS, J JAN					
		592-100-123.000	66.87	BRUCE, M JAN					
		101-100-123.000	116.09	BUKIS, P JAN					
		101-100-123.000	116.09	CHESTON, S JAN					
		101-100-123.000	66.87	CIOMA, B JAN					
		101-100-123.000	116.09	CLARK, K JAN					
		101-100-123.000	116.09	COFFELL, S JAN					
		101-100-123.000	116.09	CONELY, P JAN					
		101-100-123.000	116.09	CONROY, W JAN					
		101-100-123.000	116.09	CONZELMAN, N JAN					

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VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
			101-100-123.000	66.87	COOBATIS, J	JAN			
			101-100-123.000	66.87	CROWE, R	JAN			
			101-100-123.000	116.09	DRAKE, J	JAN			
			101-100-123.000	116.09	EDWARDS, R	JAN			
			101-100-123.000	66.87	ELDRIDGE, D	RETIRE	JAN		
			101-100-123.000	116.09	FELL, C	JAN			
			592-100-123.000	116.09	FELLRATH, P	JAN			
			101-100-123.000	116.09	FETNER, W	JAN			
			592-100-123.000	66.87	FIDH, R	RETIRE	JAN		
			101-100-123.000	116.09	FOX, D	JAN			
			101-100-123.000	36.06	FRITZ, M	JAN			
			101-100-123.000	116.09	GAUTHIER, E	RETIRE	JAN		
			101-100-123.000	116.09	GORDON, C	JAN			
			101-100-123.000	116.09	GROSS, S	JAN			
			101-100-123.000	66.87	GROTH, L	RETIRE	JAN		
			101-100-123.000	66.87	HAACK, D	JAN			
			101-100-123.000	66.87	HAAR JR, J	RETIRE	JAN		
			101-100-123.000	116.09	HAHN, D	RETIRE	JAN		
			101-100-123.000	116.09	HAMMYE, A	JAN			
			101-100-123.000	116.09	HARNED, T	JAN			
			101-100-123.000	36.06	HARRELL, J	JAN			
			101-100-123.000	66.87	HAYES, J	JAN			
			101-100-123.000	116.09	HOFFMAN, M	JAN			
			592-100-123.000	36.06	HOLLIS, T	RETIRE	JAN		
			101-100-123.000	66.87	HONKE, F	RETIRE	JAN		
			101-100-123.000	36.06	HUNT, N	JAN			
			101-100-123.000	66.87	INNES, D	JAN			
			101-100-123.000	116.09	JANKS, R	JAN			
			101-100-123.000	66.87	JARVIS, J	RETIRE	JAN		
			101-100-123.000	66.87	JOWSEY, N	JAN			
			101-100-123.000	116.09	JURY, J	RETIRE	JAN		
			592-100-123.000	116.09	KARL, M	JAN			
			101-100-123.000	66.87	KING, C	JAN			
			101-100-123.000	66.87	KING, M	RETIRE	JAN		
			101-100-123.000	66.87	KLOC, T	JAN			
			101-100-123.000	66.87	KNUPP, F	RETIRE	JAN		
			101-100-123.000	66.87	KOZIAN, P	RETIRE	JAN		
			101-100-123.000	66.87	KRAUSE, P	JAN			
			101-100-123.000	116.09	KREBS, R	JAN			
			101-100-123.000	116.09	KUDRA, D	JAN			
			592-100-123.000	66.87	LATAWIEC, K	JAN			
			101-100-123.000	66.87	LAURIA, K	JAN			
			101-100-123.000	36.06	LECLAIR, D	JAN			
			101-100-123.000	116.09	LEGO, M	RETIRE	JAN		
			101-100-123.000	116.09	LEWIS, M	JAN			
			101-100-123.000	116.09	LINTON, M	JAN			
			101-100-123.000	116.09	LINTON, S	JAN			
			101-100-123.000	116.09	LOZIER, M	JAN			
			101-100-123.000	36.06	MAAS, C	RETIRE	JAN		
			101-100-123.000	66.87	MACK, C	JAN			
			101-100-123.000	116.09	MANN, C	JAN			
			101-100-123.000	36.06	MASSENGILL, M	RETIRE	JAN		
			101-100-123.000	116.09	MAYCOCK, R	RETIRE	JAN		
			101-100-123.000	36.06	MCDURMON, D	RETIRE	JAN		



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VENDOR ENTRY NO. DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/ CHK. DATE
	101-100-123.000	66.87	MCILHARGEY, C	RETIRED JAN				
	101-100-123.000	66.87	MCPARLAND, J	JAN				
	101-100-123.000	77.42	MI STATE CLAIM ASSESSMENT	JAN				
	101-100-123.000	36.06	MILLER, C	RETIRED JAN				
	101-100-123.000	66.87	MOTHERSBAUGH, F	RETIRED JAN				
	101-100-123.000	66.87	PALMARCHUK, C	JAN				
	101-100-123.000	36.06	PAWLOWSKI, D	JAN				
	101-100-123.000	116.09	PHILLIPS, D	JAN				
	101-100-123.000	116.09	PUMPHREY, K	JAN				
	101-100-123.000	66.87	PYYKKONEN, C	JAN				
	101-100-123.000	116.09	RAINEY, P	RETIRED JAN				
	101-100-123.000	116.09	RAPSON, S	RETIRED JAN				
	101-100-123.000	36.06	REAUME, R	JAN				
	101-100-123.000	66.87	RICHARDSON, M	RETIRED JAN				
	101-100-123.000	36.06	RIPP, J	JAN				
	101-100-123.000	66.87	ROCKWELL III, H	RETIRED JAN				
	265-100-123.000	66.87	ROZUM, C	JAN				
	101-100-123.000	116.09	RUPARD, B	JAN				
	101-100-123.000	66.87	RUSSO, C	RETIRED JAN				
	101-100-123.000	116.09	SCHAEFER, B	JAN				
	101-100-123.000	36.06	SCHEMANKSE, J	JAN				
	101-100-123.000	116.09	SEIPENKO, T	JAN				
	592-100-123.000	36.06	SMITH, C	JAN				
	101-100-123.000	66.87	SMITH, R	RETIRED JAN				
	101-100-123.000	116.09	SMITH, S	JAN				
	101-100-123.000	36.06	SMITH, T	RETIRED JAN				
	101-100-123.000	36.06	SMITHERMAN, J	JAN				
	592-100-123.000	66.87	SNELL, D	JAN				
	101-100-123.000	116.09	TEFEND, R	JAN				
	101-100-123.000	36.06	TIDERINGTON, S	JAN				
	101-100-123.000	116.09	TIDERINGTON, T	JAN				
	101-100-123.000	66.87	TURLEY, M	JAN				
	101-100-123.000	66.87	VALENSKY, J	RETIRED JAN				
	101-100-123.000	66.87	VANVLECK, C	RETIRED JAN				
	226-100-123.000	116.09	VIGNOE, S	JAN				
	101-100-123.000	66.87	WALLACE, A	JAN				
	101-100-123.000	66.87	WARREN, W	RETIRED JAN				
	101-100-123.000	66.87	WENDEL, M	JAN				
	101-100-123.000	116.09	WESTFALL, G	RETIRED JAN				
	101-100-123.000	66.87	WHITMORE, I	RETIRED JAN				
	101-100-123.000	66.87	WILSON, D	RETIRED JAN				
	101-100-123.000	36.06	WOOD, K	RETIRED JAN				
72200 12/20/2013	GUARDIAN ALARM CO	15458459	12/01/2013 001		241.89	N	241.89	12/20/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-443-937.000	241.89	ALARM 12/1/13-2/28/14					
100620 12/20/2013	BRICK-JEDA OIL COMPANY	87910	11/22/2013 001		1,619.84	N	1,619.84	12/20/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-291-863.000	1,619.84	UNLEADED FUEL 552GAL					
100620 12/20/2013	BRICK-JEDA OIL COMPANY	87911	11/22/2013 001		719.80	N	719.80	12/20/2013
	ACCOUNT	AMOUNT	DESCRIPTION					

12/20/13 16.40.42  
 Charter Township of Plymouth

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		592-291-863.000	719.80		DIESEL FUEL 200GAL			
130170 12/20/2013	MARK'S OUTDOOR POWER EQUIPMENT ACCOUNT	60055	12/18/2013	001	24.26	N	24.26	12/20/2013
	592-291-785.000	AMOUNT 24.26	DESCRIPTION					
			QUICK STICK UP					
131013 12/20/2013	MICHIGAN METER TECHNOLOGY GRP INC ACCOUNT	90540	12/13/2013	001	131.16	N	131.16	12/20/2013
	592-291-851.000	AMOUNT 123.91	DESCRIPTION					
	592-291-851.000	7.25	DAP CARRYING STRAPS					
			SHIPPING/HANDLING					
131013 12/20/2013	MICHIGAN METER TECHNOLOGY GRP INC ACCOUNT	90420	11/25/2013	001	585.50	N	585.50	12/20/2013
	592-291-933.000	AMOUNT 200.00	DESCRIPTION					
	592-291-933.000	39.75	METER TEST					
	592-291-933.000	11.75	2" THREADED BALL VALVE					
	592-291-933.000	167.00	2X3 BRASS NIPPLE					
	592-291-933.000	167.00	1" ECODER R900I GAL PIT					
			6" TT ECODER R900I GAL					
131018 12/20/2013	MICHIGAN LINEN SERVICE ACCOUNT	304178	12/06/2013	001	1,410.00	N	1,410.00	12/20/2013
	592-172-758.000	AMOUNT 504.00	DESCRIPTION					
	592-172-758.000	560.00	100504 HOODIES					
	592-172-758.000	154.00	J799S LONG PARKAS					
	592-172-758.000	192.00	R02 BIBS BLACK					
			SHORT HI-VIS JACKETS					
161272 12/20/2013	PLYMOUTH RUBBER & TRANSMISSION ACCOUNT	158392	12/03/2013	001	6.56	N	6.56	12/20/2013
	592-291-851.000	AMOUNT 3.28	DESCRIPTION					
	592-291-851.000	3.28	FITTING QDP DCP17					
			FITTING QDP DCP1703					
10327 12/20/2013	ACCURATE PETROLEUM SERVICE, LLC ACCOUNT	4853	12/03/2013	001	82.50	N	82.50	12/20/2013
	592-291-863.000	AMOUNT 27.50	DESCRIPTION					
	592-291-863.000	55.00	LABOR-LOGGER PRINTER					
			TRAVEL					
161298 12/20/2013	CHARTER TWSP OF PLYMOUTH ACCOUNT	DEC 2013	12/18/2013	001	18,803.70	N	18,803.70	12/20/2013
	226-226-705.000	AMOUNT 13,500.00	DESCRIPTION					
	226-226-715.000	1,032.75	SUPERVISORY					
	226-226-714.010	2,025.00	FICA					
	226-226-714.000	2,245.95	PENSION					
			FRINGE BENEFITS					
211532 12/20/2013	UPS ACCOUNT	0000Y65Y35503	12/14/2013	001	20.58	N	20.58	12/20/2013
	101-851-971.000	AMOUNT	DESCRIPTION					
			CDBG					

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		101-171-727.000	13.72	COMCAST				
		101-171-727.000		DTE ENERGY				
		592-172-727.000	6.86	DWS				
		592-291-804.000		HYDRO DESIGN, INC				
		101-691-727.000		IMPRELIS CLAIMS				
		101-215-727.000		RESERVE ACCOUNT				
		101-171-727.000		SUPERVISOR				
30290 12/20/2013	CDW GOVERNMENT INC	HH09853-HG89749	11/21/2013	001	19,240.09	N	19,240.09	12/20/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-201-978.000	5,705.70	I 5 SERVER 1:8202					
	101-201-978.000	3,938.65	I 5 SOFTWARE					
	592-100-180.000	5,705.70	I 5 SERVER 1:8202					
	592-100-180.000	3,938.65	I 5 SOFTWARE					
	101-201-978.000	24.30	-DIFF					
	592-100-180.000	24.31	-DIFF					
130061 12/20/2013	M E R S	NOV 2013	12/20/2013	001	21,843.21	N	21,843.21	12/20/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-100-231.000	839.95						
	101-100-231.000	987.53						
	101-100-231.000	767.31						
	101-100-231.000	736.62						
	101-100-231.000	916.56						
	101-100-231.000	587.82						
	101-100-231.000	857.45						
	101-100-231.000	870.93						
	101-100-231.000	1,044.38						
	101-100-231.000	822.45						
	101-100-231.000	125.31						
	101-100-231.000	820.50						
	101-100-231.000	920.84						
	101-100-231.000	564.97						
	101-100-231.000	875.08						
	101-100-231.000	963.03						
	101-100-231.000	767.31						
	101-100-231.000	880.26						
	101-100-231.000	843.45						
	101-100-231.000	592.07						
	101-100-231.000	822.06						
	101-100-231.000	880.16						
	101-100-231.000	892.18						
	101-100-231.000	970.03						
	101-100-231.000	1,144.35						
	101-100-231.000	614.42						
	101-100-231.000	354.13						
	101-100-231.000	382.06						
130061 12/20/2013	M E R S	NOV 2013	12/20/2013	001	11,935.79	N	11,935.79	12/20/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-100-231.000	1,110.55						

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			101-100-231.000	896.46					
			101-100-231.000	879.53					
			101-100-231.000	610.38					
			101-100-231.000	1,013.21					
			101-100-231.000	905.24					
			101-100-231.000	680.60					
			101-100-231.000	872.34					
			101-100-231.000	909.91					
			101-100-231.000	926.92					
			101-100-231.000	1,057.36					
			101-100-231.000	817.56					
			101-100-231.000	1,255.73					
			101-100-231.000						
130061	12/20/2013	M E R S							
			ACCOUNT	NOV 2013	12/20/2013 001	6,148.78	N	6,148.78	12/20/2013
			101-100-231.000	AMOUNT	DESCRIPTION				
			101-100-231.000	603.83					
			101-100-231.000	443.99					
			101-100-231.000						
			101-100-231.000	616.86					
			101-100-231.000	615.95					
			101-100-231.000	611.92					
			101-100-231.000	649.03					
			101-100-231.000	661.37					
			101-100-231.000						
			101-100-231.000	654.77					
			101-100-231.000	641.79					
			101-100-231.000	649.27					
130061	12/20/2013	M E R S							
			ACCOUNT	NOV 2013	12/20/2013 001	44,561.12	N	44,561.12	12/20/2013
			101-305-714.030	AMOUNT	DESCRIPTION				
			101-305-714.030	1,713.49					
			101-305-714.030	2,014.56					
			101-305-714.010	1,565.31					
			101-305-714.030	1,502.70					
			101-305-714.030	1,869.77					
			101-305-714.030	1,199.16					
			101-305-714.030	1,749.19					
			101-305-714.030	1,776.70					
			101-305-714.030	2,130.52					
			101-305-714.030	1,677.79					
			101-305-714.030	255.64					
			101-305-714.030	1,673.83					
			101-305-714.030	1,878.51					
			101-305-714.030	1,152.53					
			101-305-714.030	1,785.16					
			101-305-714.030	1,964.58					
			101-305-714.010	1,565.31					
			101-305-714.030	1,795.72					
			101-305-714.030	1,720.63					
			101-305-714.030	1,207.84					
			101-305-714.030	1,676.99					

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		265-300-714.030	1,795.51					
		101-305-714.030	1,820.06					
		101-305-714.030	1,978.86					
		101-305-714.030	2,334.46					
		101-305-714.030	1,253.42					
		101-305-714.000	723.46					
		101-305-714.000	779.42					
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130061 12/20/2013 M E R S		NOV 2013	12/20/2013 001		12,543.45	N	12,543.45	12/20/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-325-714.050	1,231.82						
	101-325-714.050	905.73						
	101-325-714.050							
	101-325-714.050	1,258.37						
	101-325-714.050	1,256.52						
	101-325-714.050	1,248.32						
	101-325-714.050	1,324.01						
	101-325-714.050	1,349.19						
	101-325-714.050							
	101-325-714.050	1,335.74						
	101-325-714.050	1,309.25						
	101-325-714.050	1,324.50						
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130061 12/20/2013 M E R S		NOV 2013	12/20/2013 001		25,841.73	N	25,841.73	12/20/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-336-714.020	2,357.91						
	101-336-714.020	1,903.36						
	101-336-714.020	1,867.41						
	101-336-714.020	1,295.97						
	101-336-714.020	2,151.23						
	101-336-714.020	1,921.99						
	101-336-714.020	1,445.05						
	101-336-714.020	1,852.14						
	101-336-714.020	1,931.92						
	101-336-714.020	1,968.03						
	101-336-714.020	2,244.99						
	101-336-714.020	1,735.85						
	101-336-714.020	2,666.15						
	101-336-714.010	499.73						
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230156 12/20/2013 WAYNE COUNTY TREASURER		4TH QUARTER	12/18/2013 001		3,482.50	N	3,482.50	12/20/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	701-100-222.000	3,482.50	TRAILER FEES 4TH					
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\*\*\* GRAND TOTALS \*\*\*

35 INVOICES

310,768.47

310,768.47

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VENDOR ENTRY NO. DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/ CHK. DATE
200850 12/20/2013	35TH DISTRICT COURT	DEC 2013	12/18/2013	007	200.00	A	200.00	12/20/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	702-100-087.000	200.00	PB 62092 12/12/13					
200850 12/20/2013	35TH DISTRICT COURT	DEC 2013	12/18/2013	007	500.00	B	500.00	12/20/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	702-100-087.000	500.00	PB 62095 12/16/13					
200850 12/20/2013	35TH DISTRICT COURT	DEC 2013	12/18/2013	007	500.00	C	500.00	12/20/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	702-100-087.000	500.00	PB 62097 12/19/13					
200850 12/20/2013	35TH DISTRICT COURT	DEC 2013	12/18/2013	007	300.0	D	300.00	12/20/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	702-100-087.000	300.00	PB 62094 12/13/13					
200877 12/20/2013	66TH DISTRICT COURT	DEC 2013	12/18/2013	007	500.00	N	500.00	12/20/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	702-100-087.000	500.00	PB 62093 12/12/13					
*** GRAND TOTALS ***		5 INVOICES			2,000.00		2,000.00	

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VENDOR ENTRY NO. DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/ CHK. DATE
30010 12/16/2013	C.O.A.M. - PLYMOUTH TOWNSHIP	DEC 2013	12/13/2013 001		253.92	N	253.92	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-100-232.050	63.48						
	101-100-232.050	63.48						
	101-100-232.050	63.48						
	101-100-232.050	63.48						
30138 12/16/2013	CANTON WASTE RECYCLING	42717	12/01/2013 001		425.00	N	425.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-172-776.000	85.00	DEC 2013 DPW TRASH					
	101-336-776.000	40.00	DEC 2013 FIRE STN 2 TRASH					
	101-336-776.000	40.00	DEC 2013 FIRE STN 3 TRASH					
	101-265-776.000	79.81	DEC 2013 TWP HALL TRASH					
	101-305-776.000	56.80	DEC 2013 TWP HALL TRASH					
	101-325-727.000	23.64	DEC 2013 TWP HALL TRASH					
	101-336-776.000	8.36	DEC 2013 TWP HALL TRASH					
	592-172-776.000	16.39	DEC 2013 TWP HALL TRASH					
	101-691-931.000	75.00	DEC 2013 TWP PARK TRASH					
31460 12/16/2013	CONSUMERS ENERGY	NOV 2013	12/05/2013 001		7,441.73	N	7,441.73	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-171-921.000	301.14	NOV13 NATURAL GAS					
	101-201-921.000	161.13	NOV13 NATURAL GAS					
	101-209-921.000	86.20	NOV13 NATURAL GAS					
	101-215-921.000	261.70	NOV13 NATURAL GAS					
	101-253-921.000	109.30	NOV13 NATURAL GAS					
	101-265-854.000	444.72	NOV13 NATURAL GAS					
	101-265-776.000		NATURAL GAS					
	101-305-921.000	864.82	NOV13 NATURAL GAS					
	101-315-951.000		NATURAL GAS					
	101-325-921.000	360.01	NOV13 NATURAL GAS					
	101-336-921.000	2,055.93	NOV13 NATURAL GAS					
	101-371-921.000	189.58	NOV13 NATURAL GAS					
	101-400-921.000	106.20	NOV13 NATURAL GAS					
	101-691-921.000	533.59	NOV13 NATURAL GAS					
	592-172-921.000	1,628.96	NOV13 NATURAL GAS					
	510-510-737.000	280.52	NOV13 NATURAL GAS					
	592-444-745.000	57.93	NOV13 NATURAL GAS					
	101-265-921.000	5,474.32	NOV13 NATURAL GAS					
	510-510-737.000	280.52	NOV13 NATURAL GAS					
	592-172-921.000	1,628.96	NOV13 NATURAL GAS					
	592-444-745.000	57.93	NOV13 NATURAL GAS					
	101-265-921.000	5,474.32	NOV13 NATURAL GAS					
	510-510-737.000	280.52	NOV13 NATURAL GAS					
	592-172-921.000	1,628.96	NOV13 NATURAL GAS					
	592-444-745.000	57.93	NOV13 NATURAL GAS					
40585 12/16/2013	DETROIT BOARD OF WATER COMMISSIONER004-	1091.400	12/10/2013 001		31,967.46	N	31,967.46	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-441-743.000	31,967.46	IWC CHARGES FOR NOVEMBER 2013					

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40750 12/16/2013	DIAMOND PROCLEAN, LLC	5619	12/03/2013	001	1,035.00	N	1,035.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-265-776.000	595.00	GLASS CLEAN INTERIOR TWP					
	101-305-776.000	180.00	GLASS CLEAN INTERIOR POL					
	101-265-776.000	160.00	STAIR WELL GLASS					
	101-265-776.000	100.00	GUTTER CLEANING					
42553 12/16/2013	DUNCAN DISPOSAL SYSTEMS, LLC	0000366566	12/01/2013	001	101,490.18	N	101,490.18	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	226-226-810.000	90,514.08	NOV 2013 RESIDENTIAL					
	226-226-810.000	429.00	NOV 2013 DPW RECYCLE CNTR					
	226-226-810.000	10,352.10	NOV 2013 YARDWASTE DISPSL					
	592-172-776.000	195.00	DPW ROLL-OFF STREET SWEEP					
80515 12/16/2013	HEMMING, POLACZYK, CRONIN, SMITH.	NOV 2013	12/13/2013	001	10,090.95	N	10,090.95	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-305-826.000	3,765.83	LEGAL SERVICES NOV13					
	101-290-826.000		LEGAL SERVICES NOV13					
	101-801-826.000	787.50	LEGAL SERVICES NOV13					
	101-336-826.000		LEGAL SERVICES NOV13					
	101-290-826.000	2,021.25	LEGAL SERVICES NOV13					
	592-172-830.000	708.75	LEGAL SERVICES NOV13					
	101-290-826.000	11.99	LEGAL SERVICES NOV13					
	226-226-826.000		LEGAL SERVICES NOV13					
	805-805-970.005	958.13	LEGAL SERVICES NOV13					
	101-290-828.000		LEGAL SERVICES NOV13					
	101-100-067.010		LEGAL SERVICES NOV13					
	101-290-828.000	1,837.50	LEGAL SERVICES NOV13					
	101-325-828.000		LEGAL SERVICES NOV13					
81470 12/16/2013	MCDONALD HOPKINS LLC	1203177	12/06/2013	001	2,588.00	N	2,588.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-336-826.000	2,588.00	LEGAL FEES NOV2013					
81470 12/16/2013	MCDONALD HOPKINS LLC	1203178	12/06/2013	001	1,160.00	N	1,160.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-290-826.000	1,160.00	LEGAL FEES NOV2013					
130139 12/16/2013	JOHN HANCOCK LIFE INSURANCE CO.	DEC 2013	12/13/2013	001	2,905.17	N	2,905.17	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-100-231.000	87.08						
	101-100-231.000							
	101-100-231.000	110.92						
	101-100-231.000	182.05						
	101-100-231.000	162.43						
	101-100-231.000	91.44						
	101-100-231.000	182.05						
	101-100-231.000	175.08						



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			101-100-231.000						
			101-100-231.000						
			101-100-231.000			100.67			
			101-100-231.000						
			101-100-231.000			170.13			
			101-100-231.000						
			101-100-231.000			114.88			
			101-100-231.000			91.44			
			101-100-231.000			157.00			
			101-100-231.000			100.67			
			101-100-231.000			87.08			
			101-100-231.000			87.08			
			101-100-231.000						
			101-100-231.000			65.24			
			101-100-231.000						
			101-100-231.000			88.73			
			101-100-231.000			196.15			
			101-100-231.000			65.32			
			101-100-231.000			100.00			
			101-100-231.000			87.08			
			101-100-231.000			87.08			
			101-100-231.000			203.85			
			101-100-231.000						
			101-100-231.000			111.72			
130139	12/16/2013	JOHN HANCOCK LIFE INSURANCE CO.	DEC 2013	12/13/2013	001	11,905.05	N	11,905.05	12/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-291-714.040	261.24						
		101-215-714.010	358.25						
		592-291-714.010	332.77						
		101-215-714.010	546.15						
		101-171-714.010	487.28						
		592-291-714.040	274.32						
		101-253-714.010	546.15						
		592-291-714.010	525.24						
		101-305-714.010	255.04						
		101-265-714.010	211.73						
		101-253-714.010	302.02						
		101-325-714.050	255.04						
		101-201-714.010	510.40						
		101-336-714.010	221.85						
		592-291-714.010	344.65						
		101-305-714.010	221.85						
		592-291-714.040	274.32						
		592-172-714.010	210.83						
		101-215-714.010	280.46						
		101-371-714.010	471.00						
		101-215-714.010	302.02						
		592-291-714.040	261.24						
		592-291-714.040	261.24						
		101-371-714.010	221.85						
		101-305-714.010	221.85						

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		101-371-714.010	280.46					
		101-209-714.010	221.85					
		101-400-714.010	266.19					
		101-171-714.010	588.45					
		592-291-714.040	195.96					
		592-172-714.010	221.85					
		592-172-714.010	221.85					
		592-291-714.040	261.24					
		592-291-714.040	261.24					
		101-305-714.010	611.54					
		226-226-714.010	280.46					
		101-171-714.010	335.17					
140150 12/16/2013	NATIONWIDE RET SOL USCM/MIDWEST	0037121001	12/08/2013 001		9,776.32	N	9,776.32	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-100-239.000	200.00						
	101-100-239.000	307.69						
	101-100-239.000	403.46						
	101-100-239.000	350.00						
	101-100-239.000	40.00						
	101-100-239.000	50.00						
	101-100-239.000	630.00						
	101-100-239.000	200.00						
	101-100-239.000	20.00						
	101-100-239.000	100.00						
	101-100-239.000							
	101-100-239.000	300.00						
	101-100-239.000	75.00						
	101-100-239.000	20.00						
	101-100-239.000	125.00						
	101-100-239.000							
	101-100-239.000	450.00						
	101-100-239.000	150.00						
	101-100-239.000	403.46						
	101-100-239.000	300.00						
	101-100-239.000	36.00						
	101-100-239.000	10.00						
	101-100-239.000	50.00						
	101-100-239.000	100.00						
	101-100-239.000							
	101-100-239.000	201.35						
	101-100-239.000							
	101-100-239.000	200.00						
	101-100-239.000	350.00						
	101-100-239.000	50.00						
	101-100-239.000	200.00						
	101-100-239.000	20.00						
	101-100-239.000	100.00						
	101-100-239.000	200.00						
	101-100-239.000	150.00						
	101-100-239.000	125.00						
	101-100-239.000	150.00						
	101-100-239.000	135.00						

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	101-100-239.000	20.00						
	101-100-239.000	150.00						
	101-100-239.000	150.00						
	101-100-239.000	100.00						
	101-100-239.000	67.00						
	101-100-239.000	50.00						
	101-100-239.000	130.00						
	101-100-239.000	35.00						
	101-100-239.000	50.00						
	101-100-239.000	10.00						
	101-100-239.000	200.00						
	101-100-239.000	400.00						
	101-100-239.000	100.00						
	101-100-239.000	250.00						
	101-100-239.000	200.00						
	101-100-239.000	100.00						
	101-100-239.000	100.00						
	101-100-239.000	25.00						
	101-100-239.000	100.00						
	101-100-239.000	150.00						
	101-100-239.000	50.00						
	101-100-239.000	576.92						
	101-100-239.000	60.44						
	101-100-239.000	400.00						
	101-100-239.000	100.00						
150200 12/16/2013	OBSERVER & ECCENTRIC NEWSPAPERS ACCOUNT 101-215-813.000	162901 AMOUNT 76.03	12/08/2013 001 DESCRIPTION BOT MTG DATE NOTICE		76.03	N	76.03	12/16/2013
150200 12/16/2013	OBSERVER & ECCENTRIC NEWSPAPERS ACCOUNT 101-215-813.000	166142 AMOUNT 65.16	11/17/2013 001 DESCRIPTION ZBA NOTICE		65.16	N	65.16	12/16/2013
150200 12/16/2013	OBSERVER & ECCENTRIC NEWSPAPERS ACCOUNT 101-215-813.000	167930 AMOUNT 43.44	11/24/2013 001 DESCRIPTION HEARING NOTICE ILMOR IFT		43.44	N	43.44	12/16/2013
150200 12/16/2013	OBSERVER & ECCENTRIC NEWSPAPERS ACCOUNT 101-305-727.000	168112 AMOUNT 43.44	11/24/2013 001 DESCRIPTION NOTICE OF PUBLIC SALE PD		43.44	N	43.44	12/16/2013
150200 12/16/2013	OBSERVER & ECCENTRIC NEWSPAPERS ACCOUNT 246-246-970.150	170665 AMOUNT 65.16	12/08/2013 001 DESCRIPTION ARCT SERVICE PARK PAVIL.		65.16	N	65.16	12/16/2013
160005 12/16/2013	P.O.A.M. - PLYMOUTH TOWNSHIP ACCOUNT	DEC 2013 AMOUNT	12/13/2013 001 DESCRIPTION		1,624.08	N	1,624.08	12/16/2013

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	101-100-232.010	58.48						
	101-100-232.040	38.60						
	101-100-232.040	38.60						
	101-100-232.040	43.60						
	101-100-232.010	58.48						
	101-100-232.010	58.48						
	101-100-232.040	43.60						
	101-100-232.010	58.48						
	101-100-232.040	38.60						
	101-100-232.010	58.48						
	101-100-232.040	38.60						
	101-100-232.010	58.48						
	101-100-232.010	58.48						
	101-100-232.010	53.48						
	101-100-232.010	58.48						
	101-100-232.010	58.48						
	101-100-232.040	43.60						
	101-100-232.010	58.48						
	101-100-232.010	58.48						
	101-100-232.010	58.48						
	101-100-232.010	58.48						
	101-100-232.010	58.48						
	101-100-232.010	58.48						
	101-100-232.010	58.48						
	101-100-232.040	38.60						
	101-100-232.010	58.48						
	101-100-232.010	58.48						
	101-100-232.040	38.60						
	101-100-232.040	38.60						
160181 12/16/2013	PARJANA DISTRIBUTION LLC	000136	12/12/2013	001	1,500.00	N	1,500.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	246-246-970.150	1,500.00	ENGINEERING FEE-LK PTE					
180782 12/16/2013	RHINO CONTRACTING, INC.	DEC 2013	12/11/2013	001	2,218.75	N	2,218.75	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	805-805-970.005	2,218.75	SIDEWALKS - PIONEER MS					
200120 12/16/2013	TEAMSTER LOCAL # 214	DEC 2013	11/08/2013	001	417.00	N	417.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-100-232.030	50.00	BARTLETT, J DEC					
	101-100-232.030	52.00	COURTER, J DEC					
	101-100-232.030	52.00	KRUEGER, R DEC					
	101-100-232.030	50.00	MELOW, S DEC					
	101-100-232.030	50.00	OVERAITIS, J DEC					
	101-100-232.030	63.00	SCHOLTEN, J DEC					
	101-100-232.030	50.00	STANISLAWSKI, T DEC					
	101-100-232.030	50.00	THOMAS, J DEC					

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200260	12/16/2013	TECHNICAL, PROFESSIONAL AND OFFICE-DEC 2013		12/13/2013 001		604.50	N	604.50	12/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-100-232.060	15.50						
		101-100-232.060	31.00						
		101-100-232.060	15.50						
		101-100-232.060	15.50						
		101-100-232.060	15.50						
		101-100-232.060	15.50						
		101-100-232.060	15.50						
		101-100-232.060	31.00						
		101-100-232.060	31.00						
		101-100-232.060	31.00						
		101-100-232.060	31.00						
		101-100-232.060	15.50						
		101-100-232.060	31.00						
		101-100-232.060	31.00						
		101-100-232.060	31.00						
		101-100-232.060	31.00						
		101-100-232.060	31.00						
		101-100-232.060	31.00						
		101-100-232.060	15.50						
		101-100-232.060	15.50						
		101-100-232.060	31.00						
		101-100-232.060	31.00						
		101-100-232.060	31.00						
211532	12/16/2013	UPS	0000Y65Y35493	12/07/2013 001		23.36	N	23.36	12/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-851-971.000		CDBG					
		101-171-727.000		COMCAST					
		101-171-727.000		DTE ENERGY					
		592-291-804.000	4.08	HYDRO DESIGN, INC					
		592-291-804.000	4.06	HYDRO DESIGN, INC					
		101-691-727.000		IMPRELIS CLAIMS					
		101-215-727.000	8.26	RESERVE ACCOUNT					
		101-171-727.000	6.96	SUPERVISOR					
220930	12/16/2013	VIGNOE, SUSAN	FY 2013	12/11/2013 001		99.50	N	99.50	12/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		226-226-727.000	99.50	MILEAGE REIMBURSEMENT 1/1/ 3-12/11/13					
230125	12/16/2013	WCA ASSESSING	NOV 2013	12/11/2013 001		521.15	N	521.15	12/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-209-818.000		FULL TRIB LIMITED VAL NOV13					
		101-209-818.000		FULL TRIBUNALS NOV13					
		101-209-818.000	521.15	PARALEGAL NOV13					
		101-209-818.000		SMALL CLAIMS NOV13					
230125	12/16/2013	WCA ASSESSING	NOV 2013	12/11/2013 001		5,997.35	N	5,997.35	12/16/2013
		ACCOUNT	AMOUNT	DESCRIPTION					

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		101-209-826.000	5,997.35	LEGAL SERVICES	NOV13			
230125 12/16/2013 WCA ASSESSING		DEC 2013	12/11/2013	001	17,592.42	N	17,592.42	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-209-818.000	17,592.42	ASSESSING DEC13					
190880 12/17/2013 SIGNATURE FORD, L-M		BP487	12/02/2013	001	49,897.00	N	49,897.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-291-863.000	32,166.00	2014 FORD F550 REG. CAB					
	592-291-863.000	17,731.00	F550 9' DUMP AND PLOW PKG					
20584 12/17/2013 ASSA ABLOY ENTRANCE SYSTEMS US, INC		SEI/00817683	12/04/2013	001	19.26	N	19.26	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-265-776.000	19.26	MAINTENANCE					
11300 12/17/2013 ALPHAGRAPHICS #336		98043	11/21/2013	001	625.94	N	625.94	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-371-727.000	625.94	INSPECTION LABELS					
30290 12/17/2013 CDW GOVERNMENT INC		HL41866	12/03/2013	001	270.00	N	270.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-201-727.000	270.00	IBM LTO 5 ULTRIUM TAPE					
30290 12/17/2013 CDW GOVERNMENT INC		HN51861	12/09/2013	001	632.00	N	632.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-201-727.000	632.00	HP LTO 6 ULTRIUM BAFE					
30290 12/17/2013 CDW GOVERNMENT INC		HL73164	12/04/2013	001	412.52	N	412.52	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-253-727.000	412.52	IBM TONER 36K RETURN PRO					
30290 12/17/2013 CDW GOVERNMENT INC		HN54844	12/09/2013	001	6,990.00	N	6,990.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-100-123.000	3,495.00	5 YEAR EXTENDED MAINT					
	592-100-123.000	3,495.00	5 YEAR EXTENDED MAINT					
30826 12/17/2013 CI CONTRACTING, INC.		08-536	11/12/2013	001	3,313.00	N	3,313.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-291-932.000	3,313.00	REPAIR WATER MAIN					
30865 12/17/2013 CINTAS CORPORATION	300	300671615	11/19/2013	001	110.50	N	110.50	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-172-758.000	110.50	UNIFORMS 11/19/13					

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30865 12/17/2013	CINTAS CORPORATION - 300 ACCOUNT 592-172-758.000	300679659 AMOUNT 110.50	11/26/2013 001 DESCRIPTION UNIFORMS 11/26/13		110.50	N	110.50	12/16/2013
31409 12/17/2013	CODE SAVVY CONSULTANTS LLC ACCOUNT 101-371-818.000	929 AMOUNT 1,051.00	12/01/2013 001 DESCRIPTION CTU FIRE ALARM SYSTEM		1,051.00	N	1,051.00	12/16/2013
31409 12/17/2013	CODE SAVVY CONSULTANTS LLC ACCOUNT 101-371-818.000	930 AMOUNT 655.00	12/01/2013 001 DESCRIPTION 47700 HALYARD FIRE ALARM SYSTEM		655.00	N	655.00	12/16/2013
39070 12/17/2013	DELL MARKETING L.P. ACCOUNT 101-215-978.000	XJ8N1CM31 AMOUNT 337.59	11/27/2013 001 DESCRIPTION DELL UTRASHARP MONITOR		337.59	N	337.59	12/16/2013
39070 12/17/2013	DELL MARKETING L.P. ACCOUNT 592-100-180.000	XJ8NF1D68 AMOUNT 1,137.14	11/28/2013 001 DESCRIPTION DELL OPTIPLEX 9020		1,137.14	N	1,137.14	12/16/2013
39070 12/17/2013	DELL MARKETING L.P. ACCOUNT 592-100-180.000	XJ8NF1W62 AMOUNT 1,137.14	11/28/2013 001 DESCRIPTION DELL OPTIPLEX 9020		1,137.14	N	1,137.14	12/16/2013
41400 12/17/2013	JACK DOHENY SUPPLIES ACCOUNT 592-291-938.000	A68802 AMOUNT 350.00	11/15/2013 001 DESCRIPTION DEBRIS HOSE		350.00	N	350.00	12/16/2013
41400 12/17/2013	JACK DOHENY SUPPLIES ACCOUNT 592-291-938.000	A68799 AMOUNT 171.36	11/15/2013 001 DESCRIPTION HOSE END & GASKET		171.36	N	171.36	12/16/2013
50150 12/17/2013	EDGEWOOD ELECTRIC, LLC ACCOUNT 592-100-180.000	1310144 AMOUNT 2,369.70	11/14/2013 001 DESCRIPTION 5 MI PUMP RELOCATE WIRE		2,369.70	N	2,369.70	12/16/2013
51437 12/17/2013	EMERGENT HEALTH PARTNERS ACCOUNT 101-336-960.000	INV01985 AMOUNT 585.00	11/30/2013 001 DESCRIPTION NOV 2013 TRAINING		585.00	N	585.00	12/16/2013
51900 12/17/2013	ERADICO SERVICES INC. ACCOUNT 101-336-776.000	355534 AMOUNT 37.00	12/01/2013 001 DESCRIPTION EXTERMINATOR STA #1 DEC13		37.00	N	37.00	12/16/2013

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70550 12/17/2013	GENPOWER PRODUCTS INC. ACCOUNT 592-291-851.000	73494 AMOUNT 621.55	11/12/2013 DESCRIPTION PLYMOUTH WATER STATION	001	621.55	N	621.55	12/16/2013
80072 12/17/2013	HP ACCOUNT 101-201-978.000	95361192 AMOUNT 4,163.72	12/02/2013 DESCRIPTION MICROSOFT WINDOWS SERVER	001	4,163.72	N	4,163.72	12/16/2013
80140 12/17/2013	HALT FIRE INC ACCOUNT 101-336-863.000	S0062017 AMOUNT 272.00	12/06/2013 DESCRIPTION E3 HOSE BED COVER INSTALL	001	272.00	N	272.00	12/16/2013
80750 12/17/2013	HINES PARK LINCOLN MERCURY ACCOUNT 592-291-863.000	C62931 AMOUNT 380.34	11/15/2013 DESCRIPTION 2009 FORD ESCAPE B69634	001	380.34	N	380.34	12/16/2013
80750 12/17/2013	HINES PARK LINCOLN MERCURY ACCOUNT 592-291-863.000	C63515 AMOUNT 39.00	11/18/2013 DESCRIPTION 2009 FORD F-250 B12439	001	39.00	N	39.00	12/16/2013
80750 12/17/2013	HINES PARK LINCOLN MERCURY ACCOUNT 592-291-863.000	C63580 AMOUNT 38.72	11/19/2013 DESCRIPTION 2012 FORD F-250 A07899	001	38.72	N	38.72	12/16/2013
80750 12/17/2013	HINES PARK LINCOLN MERCURY ACCOUNT 592-291-863.000	C63638 AMOUNT 39.60	11/19/2013 DESCRIPTION 2009 FORD F-250 B12440	001	39.60	N	39.60	12/16/2013
93000 12/17/2013	IRON MOUNTAIN ACCOUNT 101-215-727.000	JAP2785 AMOUNT 148.00	11/30/2013 DESCRIPTION STORAGE DEC 2013	001	148.00	N	148.00	12/16/2013
99810 12/17/2013	J & B MEDICAL SUPPLY INC ACCOUNT 101-336-836.000	1349234 AMOUNT 2,017.30	12/03/2013 DESCRIPTION MEDICAL SUPPLIES	001	2,017.30	N	2,017.30	12/16/2013
100620 12/17/2013	BRICK-JEDA OIL COMPANY ACCOUNT 592-291-863.000	87813 AMOUNT 2,181.38	11/13/2013 DESCRIPTION NO LEAD 750 GALLONS	001	2,181.38	N	2,181.38	12/16/2013
100620 12/17/2013	BRICK-JEDA OIL COMPANY ACCOUNT 592-291-863.000	87814 AMOUNT 1,005.36	11/13/2013 DESCRIPTION DIESEL FUEL 300 GALLONS	001	1,005.36	N	1,005.36	12/16/2013



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111485 12/17/2013	KONICA MINOLTA BUSINESS SOLUTIONS	226887019	11/25/2013	001	49.46	N	49.46	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-305-727.000	47.35	COLOR COPIES - PD					
	101-305-727.000	2.11	B/W COPIES - PD					
111485 12/17/2013	KONICA MINOLTA BUSINESS SOLUTIONS	226954173	11/30/2013	001	56.51	N	56.51	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-371-727.000	48.02	COLOR COPIES					
	101-371-727.000	8.49	B/W COPIES					
111485 12/17/2013	KONICA MINOLTA BUSINESS SOLUTIONS	226954175	11/30/2013	001	46.96	N	46.96	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-215-727.000	30.93	COLOR COPIES					
	101-215-727.000	16.03	B/W COPIES					
111485 12/17/2013	KONICA MINOLTA BUSINESS SOLUTIONS	226949666	11/30/2013	001	272.41	N	272.41	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-171-727.000	57.21	COPIES					
	101-201-851.000	10.90	COPIES					
	101-400-851.000	13.62	COPIES					
	226-226-727.000	13.62	COPIES					
	592-172-727.000	177.06	COPIES					
120150 12/17/2013	LARSON, OSCAR W. CO.	433142	11/06/2013	001	500.00	N	500.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-291-851.000	500.00	ANNUAL "A" OPERATOR					
130170 12/17/2013	MARK'S OUTDOOR POWER EQUIPMENT	57652	11/14/2013	001	277.45	N	277.45	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-291-785.000	277.45	TRASH PUMP					
130899 12/17/2013	MILLER, CANFIELD, PADDOCK & STONE	1232087	12/17/2013	001	19,500.00	N	19,500.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	246-246-995.050	19,500.00	2013 CIB					
130963 12/17/2013	MICHIGAN, STATE OF	1206653	11/27/2013	001	180.00	N	180.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-265-776.000	180.00	SERVICE					
130968 12/17/2013	MICHIGAN RECYCLING COALITION	3060	11/25/2013	001	35.00	N	35.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	226-226-727.000	35.00	MRC FALL WORKSHOP					
131013 12/17/2013	MICHIGAN METER TECHNOLOGY GRP INC	90297	11/06/2013	001	200.00	N	200.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					

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		592-172-780.000	200.00	METER TEST				
131013 12/17/2013	MICHIGAN METER TECHNOLOGY GRP INC	90327	11/12/2013 001		100.00	N	100.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-172-780.000	50.00	1 1/2" METER TEST					
	592-172-780.000	25.00	1" METER TEST					
	592-172-780.000	25.00	5/8" METER TEST					
131013 12/17/2013	MICHIGAN METER TECHNOLOGY GRP INC	90386	11/20/2013 001		50.00	N	50.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-172-780.000	25.00	METER TEST					
	592-172-780.000	25.00	METER TEST					
131660 12/17/2013	MUNICIPAL WEB SERVICES	50578	12/03/2013 001		265.00	N	265.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-201-851.000	265.00	WEBSITE HOSTING					
140029 12/17/2013	NBC TRUCK EQUIPMENT, INC.	59010	11/21/2013 001		3,765.00	N	3,765.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-291-863.000	3,375.00	TOMMY GATE LIFTGATE					
	592-291-863.000	390.00	LED RECESSED LIGHT KIT					
140029 12/17/2013	NBC TRUCK EQUIPMENT, INC.	59011	11/21/2013 001		744.00	N	744.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-291-863.000	744.00	INSTALL WESTERN TORNADO					
140145 12/17/2013	HD SUPPLY WATERWORKS, LTD.	8588581	10/22/2013 001		546.86	N	546.86	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-291-932.000	546.86	HYDRANT PARTS					
141398 12/17/2013	NORTHVILLE CAR WASH, INC.	NOV 2013	12/01/2013 001		18.00	N	18.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-336-863.000	18.00	CAR WASHES					
150600 12/17/2013	OFFICE DEPOT	684295868001	11/26/2013 001		53.74	N	53.74	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-215-727.000	16.14	PORELON RIBBONS BLK/RED					
	101-215-727.000	13.59	DESK PAD CALENDAR					
	101-215-727.000	2.90	GLUE STICKS					
	101-215-727.000	4.12	PENTEL LEAD .7MM HB					
	101-215-727.000	16.99	WALL CALENDAR					
150600 12/17/2013	OFFICE DEPOT	685092664001	12/03/2013 001		79.88	N	79.88	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-171-727.000	12.38	ENERGIZER AAA BATTERIES					

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		101-171-727.000	47.53					
		101-171-727.000	10.63					
		101-201-727.000	9.34					
150600 12/17/2013 OFFICE DEPOT		685335054001	12/04/2013 001		200.71	N	200.71	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-209-727.000	6.48	RECYCLED DESK CAL REFILL					
	101-209-727.000	23.51	SMEAD FILE JACKET LETTER					
	101-209-727.000	33.24	SMEAD FILE JACKET LEGAL					
	101-209-727.000	115.00	HP LASERJET PAPER					
	101-209-727.000	5.29	FORAY BADGE HOLDER					
	101-209-727.000	15.45	SHARPIE MARKERS					
	101-209-727.000	1.74	SHATTERPROOF RULER					
150600 12/17/2013 OFFICE DEPOT		685337714001	12/04/2013 001		30.58	N	30.58	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-209-727.000	30.58	RECYCLED DESK CALENDAR					
150600 12/17/2013 OFFICE DEPOT		685888357001	12/06/2013 001		95.34	N	95.34	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-172-727.000	95.34	OFFICE SUPPLIES					
160167 12/17/2013 PARAGON LABORATORIES		50148-77856	11/25/2013 001		157.50	N	157.50	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-172-818.000	49.50	WATER TESTING THMS					
	592-172-818.000	108.00	WATER TESTING HALOACETIC					
160870 12/17/2013 PHYSIO-CONTROL, INC.		114071402	12/04/2013 001		539.70	N	539.70	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-336-836.000	539.70	MEDICAL SUPPLIES					
161272 12/17/2013 PLYMOUTH RUBBER & TRANSMISSION		157715	11/13/2013 001		20.03	N	20.03	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-291-851.000	6.89	INV. 157715 HEX BUSHING					
	592-291-851.000	13.14	PIPE BLACK SCH40 1-1/4"					
180191 12/17/2013 RDC ELECTRIC LLC		336	12/04/2013 001		167.00	N	167.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-265-776.000	167.00	SITE LIGHT SERVICE					
180191 12/17/2013 RDC ELECTRIC LLC		338	12/04/2013 001		340.50	N	340.50	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-336-836.000	340.50	STA #3 OUTSIDE LIGHTS					
201585 12/17/2013 TOWN LOCKSMITH		2865	10/31/2013 001		49.20	N	49.20	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					

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		248-248-776.000	49.20	PADLOCK				
201585 12/17/2013 TOWN LOCKSMITH		2725	10/22/2013 001		73.80	N	73.80	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	248-248-776.000	73.80	PADLOCK					
201585 12/17/2013 TOWN LOCKSMITH		0045445	11/26/2013 001		178.50	N	178.50	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-172-776.000	46.50	DEADBOLT					
	592-172-776.000	27.00	LEVER					
	592-172-776.000	105.00	LABOR					
220875 12/17/2013 VIGILANTE SECURITY		449664	11/09/2013 001		105.00	N	105.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-443-937.000	105.00	11/15/13-2/14/14 ALARMNET MONITORING					
83900 12/17/2013 HYDRO DESIGNS INC		0030815-IN	11/30/2013 001		1,700.00	N	1,700.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-291-804.000	1,700.00	CROSS CONNECTION					
110800 12/17/2013 FEDEX OFFICE		048500006322	11/01/2013 001		124.75	N	124.75	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	592-172-727.000	124.75	BID BOOK BINDING					
905450 12/17/2013 COMFORT INN		BP13-0014	9/11/2013 001		5,000.00	N	5,000.00	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	701-100-082.000	5,000.00	40455 ANN ARBOR RD BOND REFUND					
81675 12/17/2013 HUBBELL, ROTH, & CLARK, INC.		0126515	12/12/2013 001		10,306.69	N	10,306.69	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	246-246-970.150	10,306.69	TWP PARK-FOOTBRIDGE PROJ					
81675 12/17/2013 HUBBELL, ROTH, & CLARK, INC.		0126514	12/12/2013 001		1,034.14	N	1,034.14	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	246-246-970.150	1,034.14	TWP PARK-PARKING LOT					
110800 12/17/2013 FEDEX OFFICE		048500006384	12/13/2013 001		14.97	N	14.97	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	226-226-727.000	14.97	HHW CONTRACT BINDING					
130960 12/17/2013 MICHIGAN MUNICIPAL RISK MGT AUTH		R0001041	12/01/2013 001		23,448.10	N	23,448.10	12/16/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	265-300-720.000	23,448.10	POLICE K-9 1ST INSTALL					

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161310	12/17/2013	PLYMOUTH-CANTON COMMUNITY SCHOOLS ACCOUNT 101-305-863.000	OCT 2013 AMOUNT 6,143.61	11/22/2013 001 DESCRIPTION OCT13 FUEL FOR PATROL VEH		6,143.61	N	6,143.61	12/16/2013
161310	12/17/2013	PLYMOUTH-CANTON COMMUNITY SCHOOLS ACCOUNT 101-371-863.000	OCT 2013 AMOUNT 629.63	11/22/2013 001 DESCRIPTION OCT 2013 FUEL		629.63	N	629.63	12/16/2013
161310	12/17/2013	PLYMOUTH-CANTON COMMUNITY SCHOOLS ACCOUNT 101-305-863.000 101-325-963.000	NOV 2013 AMOUNT 4,556.17 52.16	12/11/2013 001 DESCRIPTION NOV13 FUEL FOR PATROL VEH NOV13 FUEL FOR PSA VEH		4,608.33	N	4,608.33	12/16/2013
161310	12/17/2013	PLYMOUTH-CANTON COMMUNITY SCHOOLS ACCOUNT 101-371-863.000	NOV 2013 AMOUNT 572.17	12/11/2013 001 DESCRIPTION NOV 2013 FUEL		572.17	N	572.17	12/16/2013
40652	12/17/2013	DEVOTO, CLAUDIA ACCOUNT 101-253-727.000	JUL-NOV 2013 AMOUNT 59.33	12/16/2013 001 DESCRIPTION MILEAGE		59.33	N	59.33	12/16/2013
101350	12/17/2013	JOHNSON ROSATI SCHULTZ JOPPICH PC ACCOUNT 592-172-830.000	1064025 AMOUNT 266.50	12/13/2013 001 DESCRIPTION DWSO PROF SERVICE THRU		266.50	N	266.50	12/16/2013
191607	12/17/2013	SPALDING DEDECKER ASSOCIATES, INC. ACCOUNT 101-400-818.000 592-172-818.000 592-172-818.000 592-172-818.000	DEC 2013 AMOUNT 500.00 365.00 275.00 435.00	12/11/2013 001 DESCRIPTION NOV 2013 RETAINER ATT ATT ATT		1,575.00	Y	1,575.00	12/16/2013
191607	12/17/2013	SPALDING DEDECKER ASSOCIATES, INC. ACCOUNT 701-100-014.000 701-100-014.000 701-100-014.000 701-100-014.000 701-100-014.000	DEC 2013 AMOUNT 455.00 799.00 75.00 5,170.00 3,796.25	12/11/2013 001 DESCRIPTION KROGER 11006 FIFTH THIRD BANK 12111 BLACKWELL FORD 13104 MICH LIFE SCIENCE 13107 DADCO ADDITIONS		10,295.25	N	10,295.25	12/16/2013
130959	12/17/2013	MICHIGAN MUNICIPAL RISK MGMT ACCOUNT 101-954-912.000	DEC 2013 AMOUNT 34,000.00	12/16/2013 001 DESCRIPTION INSURANCE		34,000.00	N	34,000.00	12/16/2013

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105 INVOICES

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421,525.34

12/13/13 11.27.30  
Charter Township of Plymouth

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180735 12/13/2013	RESERVE ACCOUNT	12132013	12/11/2013	001	5,000.00	N	5,000.00	12/13/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-290-730.000	5,000.00	POSTAGE					
161260 12/13/2013	PLYMOUTH POSTMASTER	12112013	12/11/2013	001	3,000.00	N	3,000.00	12/13/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-290-730.000	3,000.00	POSTAGE					

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2 INVOICES

8,000.00

8,000.00

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200850	12/11/2013	35TH DISTRICT COURT	DEC 2013	12/11/2013	007	2,175.00	A	2,175.00	12/11/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		702-100-087.000	300.00	PB 62087 12/9/2013					
		702-100-087.000	800.00	PB 62088 12/9/2013					
		702-100-087.000	800.00	PB 62089 12/9/2013					
		702-100-087.000	275.00	PB 62301 12/9/2013					
200850	12/11/2013	35TH DISTRICT COURT	DEC 2013	12/11/2013	007	150.00	B	150.00	12/11/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		702-100-087.000	150.00	PB 62079 12/6/2013					
200850	12/11/2013	35TH DISTRICT COURT	DEC 2013	12/11/2013	007	600.00	C	600.00	12/11/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		702-100-087.000	300.00	PB 62077 12/5/2013					
		702-100-087.000	300.00	PB 62078 12/5/2013					

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3 INVOICES

2,925.00

2,925.00

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11450	12/10/2013	A T & T	734R01977712	12/01/2013	001	3,040.94	N	3,040.94	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-201-853.000	161.67	NOV13 TELEPHONE					
		101-209-853.000	100.74	NOV13 TELEPHONE					
		101-371-853.000	179.21	NOV13 TELEPHONE					
		101-336-853.000	607.16	NOV13 TELEPHONE					
		101-305-853.000	475.10	NOV13 TELEPHONE					
		101-171-853.000	215.68	NOV13 TELEPHONE					
		101-253-853.000	139.82	NOV13 TELEPHONE					
		101-215-853.000	266.66	NOV13 TELEPHONE					
		101-400-853.000	260.30	NOV13 TELEPHONE					
		101-325-853.000	232.62	NOV13 TELEPHONE					
		592-172-853.000	229.86	NOV13 TELEPHONE					
		592-291-805.000	76.63	NOV13 TELEPHONE					
		101-265-854.000	27.32	NOV13 TELEPHONE					
		101-691-853.000	68.17	NOV13 TELEPHONE					
		101-265-853.000	2,734.45	NOV13 TELEPHONE					
		592-172-853.000	306.49	NOV13 TELEPHONE					
		101-265-853.000	2,734.45	NOV13 TELEPHONE					
		592-172-853.000	306.49	NOV13 TELEPHONE					
11450	12/10/2013	A T & T	734R01030612	12/01/2013	001	347.70	N	347.70	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-325-853.000	347.70	TO 123113 NOV13 VIDEO ARRAIGNMENT					
11450	12/10/2013	A T & T	734454065811	11/25/2013	001	55.16	N	55.16	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-336-921.000	55.16	TO 122413 NOV13 FS#2 METERLINE					
11450	12/10/2013	A T & T	734453446111	11/25/2013	001	2,200.85	N	2,200.85	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-201-853.000	119.97	NOV13 TELEPHONE					
		101-209-853.000	74.75	NOV13 TELEPHONE					
		101-371-853.000	132.98	NOV13 TELEPHONE					
		101-336-853.000	450.54	NOV13 TELEPHONE					
		101-305-853.000	352.55	NOV13 TELEPHONE					
		101-171-853.000	160.05	NOV13 TELEPHONE					
		101-253-853.000	103.75	NOV13 TELEPHONE					
		101-215-853.000	142.22	NOV13 TELEPHONE					
		101-400-853.000	193.16	NOV13 TELEPHONE					
		101-325-853.000	172.61	NOV13 TELEPHONE					
		592-172-853.000	170.57	NOV13 TELEPHONE					
		592-291-805.000	56.86	NOV13 TELEPHONE					
		101-265-854.000	20.28	NOV13 TELEPHONE					
		101-691-853.000	50.56	NOV13 TELEPHONE					
		101-265-853.000	1,973.42	NOV13 TELEPHONE					
		592-172-853.000	227.43	NOV13 TELEPHONE					
		101-265-853.000	1,973.42	NOV13 TELEPHONE					
		592-172-853.000	227.43	NOV13 TELEPHONE					



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VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
161260	12/10/2013	PLYMOUTH POSTMASTER	DEC 2013	12/03/2013	001	1,200.00	N	1,200.00	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-730.000	1,200.00	PERMIT #218 MONTHLY					
220290	12/10/2013	VERIZON WIRELESS	9715817466	11/28/2013	001	940.82	N	940.82	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-172-853.000	318.99	DEC13 DPW CELL PHONES					
		101-201-853.000	.83	DEC13 DPW CELL PHONES					
		101-325-853.000	13.08	DEC13 DPW CELL PHONES					
		101-336-853.000	515.95	DEC13 DPW CELL PHONES					
		101-691-853.000	129.99	DEC13 DPW CELL PHONES					
		226-226-727.000	10.20	DEC13 DPW CELL PHONES					
220290	12/10/2013	VERIZON WIRELESS	9715707739	11/26/2013	001	1,678.35	N	1,678.35	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-215-853.000	129.65	DEC13 CELL PHONES					
		101-253-853.000	149.27	DEC13 CELL PHONES					
		101-305-853.000	451.52	DEC13 CELL PHONES					
		101-371-853.000	317.71	DEC13 CELL PHONES					
		101-201-853.000	63.18	DEC13 CELL PHONES					
		101-336-853.000	339.49	DEC13 CELL PHONES					
		101-691-853.000	49.63	DEC13 CELL PHONES					
		592-172-853.000	177.90	DEC13 CELL PHONES					
61471	12/11/2013	FOX, CURTIS	282	12/06/2013	001	727.60	N	727.60	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		701-100-054.000	727.60	REFUND FROM DEPOSIT \$800					
161865	12/11/2013	PRO-LINE ASPHALT PAVING CORPORATION	DRAW NO. 3	12/03/2013	001	413,443.85	Y	413,443.85	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		805-805-970.230	413,443.85	RIDGEWOOD HILLS SAD					
161865	12/11/2013	PRO-LINE ASPHALT PAVING CORPORATION	280	12/06/2013	001	364.25	N	364.25	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		701-100-054.000	364.25	REFUND FROM DEPOSIT \$600					
191790	12/11/2013	SPRINT	766307819-073	12/06/2013	001	43.24	N	43.24	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-443-937.000	43.24	11/3/13-12/2/13 DPW CELL PHONES					
12050	12/11/2013	ADP INC	428622947	11/29/2013	001	720.81	N	720.81	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-290-941.000	720.81	PAYROLL PROCESS NOV13					
20230	12/11/2013	BASIC	249215	10/27/2013	001	825.00	N	825.00	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					

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VENDOR ENTRY NO. DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/ CHK. DATE
		101-100-123.000	825.00	2014 FEES				
20230 12/11/2013 BASIC		252158	11/15/2013 001		250.00	N	250.00	12/10/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-100-123.000	250.00	2014 FEES					
20231 12/11/2013 BASIC		OCT 2013	12/04/2013 001		2,230.09	N	2,230.09	12/10/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-100-236.070	406.30	FLEX DEP CARE OCT13					
	101-691-714.000	128.00	FLEX HEALTH REIMB OCT13					
	592-172-716.000		FLEX HRA OCT13					
	101-100-236.060	1,695.79	FLEX MEDICAL OCT13					
20231 12/11/2013 BASIC		NOV 2013	12/10/2013 001		753.86	Y	753.86	12/10/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-100-236.070	406.30	NOV 2013-FLEX DEP CARE					
	101-691-714.000		NOV 2013-FLEX HEALTH					
	592-172-716.000		NOV 2013-FLEX HRA					
	101-100-236.060	347.56	NOV 2013-FLEX MEDICAL					
30164 12/11/2013 CARSONITE COMPOSITES		523327	11/27/2013 001		223.58	N	223.58	12/10/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-691-931.000	208.05	FLEXIBLE FENCE POST 66"					
	101-691-931.000	15.53	SHIPPING AND HANDLING					
31421 12/11/2013 COMCAST		0952053400401-4	11/30/2013 001		114.85	N	114.85	12/10/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-290-941.000	114.85	INTERNET DEC13					
31428 12/11/2013 COMCAST		27599150	12/01/2013 001		339.75	N	339.75	12/10/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-336-921.000	64.95	FS #2 DEC13					
	101-336-921.000	64.95	FS #3 DEC13					
	101-691-931.000	79.95	PARK DEC13					
	101-691-931.000	64.95	SOCCER DEC13					
	101-325-853.000	64.95	VIDEO ARRAIGN DEC13					
41443 12/11/2013 DON'S SMALL ENGINE		16844	11/27/2013 001		59.97	N	59.97	12/10/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-691-931.000	59.97	GRASSBUSTER DECK CLEANING					
130140 12/11/2013 JOHN HANCOCK LIFE INSURANCE CO.		NOV 2013	11/26/2013 001		193.26	N	193.26	12/10/2013
	ACCOUNT	AMOUNT	DESCRIPTION					
	101-100-237.000	30.00	ANTAL, ROBERT NOV13					
	101-100-237.000	96.60	JOWSEY, NANCY NOV13					
	101-100-237.000	66.66	PYYKKONEN, C NOV13					

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VENDOR NO.	ENTRY DATE	NAME	INVOICE NUMBER	INVOICE DATE	BANK CODE	GROSS AMOUNT	SEP. CHECK	NET AMOUNT	DUE DATE/CHK. DATE
130982	12/11/2013	MICHIGAN, STATE OF	DEC 2013	12/11/2013	001	380.00	N	380.00	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		246-246-995.050	380.00	STATE FEE					
161233	12/11/2013	PLYM COMM COUNCIL ON AGING, INC	FY 2013	12/11/2013	001	8,900.00	N	8,900.00	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-851-971.000	8,900.00	CDBG PROGRAM YEAR 2013					
161287	12/11/2013	CHARTER TWSP OF PLYMOUTH	NOV 2013	12/06/2013	001	121,489.25	Y	121,489.25	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		592-100-066.000	121,489.25	NOV 2013 SWD					
161298	12/11/2013	CHARTER TWSP OF PLYMOUTH	OCT 2013	12/05/2013	001	2,680.37	N	2,680.37	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-863.000	130.11	OCT 2013 FUEL					
		101-336-863.000	2,090.42	OCT 2013 FUEL					
		101-691-863.000	459.84	OCT 2013 FUEL					
		510-510-737.000		OCT 2013 FUEL					
161298	12/11/2013	CHARTER TWSP OF PLYMOUTH	NOV 2013	12/10/2013	001	2,697.71	Y	2,697.71	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-305-863.000	557.13	NOV 2013 FUEL					
		101-336-863.000	1,656.49	NOV 2013 FUEL					
		101-691-863.000	484.09	NOV 2013 FUEL					
		510-510-737.000		NOV 2013 FUEL					
190310	12/11/2013	SCHULTZ AND YOUNG, P.C.	20146-20149	12/04/2013	001	8,616.26	N	8,616.26	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-325-828.000	457.50	LEGAL SERVICE NOV13					
		101-336-826.000	4,079.38	LEGAL SERVICE NOV13					
		101-290-826.000	190.63	LEGAL SERVICE NOV13					
		101-305-826.000	3,888.75	LEGAL SERVICE NOV13					
		592-172-830.000		LEGAL SERVICE NOV13					
190806	12/11/2013	SHARPE, PAUL	4867	12/04/2013	001	393.58	N	393.58	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-171-727.000	251.22	MOUSE PADS-ROUND					
		101-171-727.000	125.00	FULL COLOR SETUP CHARGE					
		101-171-727.000	17.36	SHIPPING & HANDLING					
230120	12/11/2013	WAYNE COUNTY	272416	10/10/2013	001	420.40	N	420.40	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					
		101-446-920.000	420.40	TRAFFIC SIG ENG 9/13					
230555	12/11/2013	WESTERN TWNSPS UTILITIES AUTHORITY	OCT-NOV 2013	12/09/2013	001	262,673.35	N	262,673.35	12/10/2013
		ACCOUNT	AMOUNT	DESCRIPTION					

12/11/13 14.27.15  
Charter Township of Plymouth

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			592-100-185.000	120,389.28					
			592-443-937.000	561.00					
			592-441-743.000	3,990.51					
			592-441-742.000	137,732.56					
					CAPITAL IMPR	OCT/NOV 2013			
					COUNTRY ACRES P	STA MAINT			
					YCUA IPP				
					YCUA/OPERATING	OCT/NOV 2013			

\*\*\* GRAND TOTALS \*\*\*

30 INVOICES

836,123.21

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