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

Tuesday, April 26, 2016  
7:00 PM



**A. CALL TO ORDER at \_\_\_\_\_ P.M.**

**B. PLEDGE OF ALLEGIANCE TO THE FLAG**

**C. ROLL CALL:** Shannon Price\_\_\_\_\_, Nancy Conzelman\_\_\_\_\_, Chuck Curmi \_\_\_\_\_,  
Bob Doroshewitz \_\_\_\_\_, Ron Edwards \_\_\_\_\_, Mike Kelly \_\_\_\_\_,  
Steve Mann \_\_\_\_\_

**D. APPROVAL OF AGENDA**

Regular Meeting - Tuesday, April 26, 2016

**E. APPROVAL OF CONSENT AGENDA**

**E.1 Approval of Minutes:**

Regular Meeting - April 12, 2016

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

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

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

		<b>Year 2016</b>
General Fund	(101)	\$239,885.20
Solid Waste Fund	(226)	686.48
Improvement Revolving Fund (Capital Projects)	(246)	212.00
Drug Forfeiture Fund	(265)	1,236.76
Golf Course Fund	(510)	845.16
Water and Sewer Fund	(592)	330,186.34
Trust and Agency Fund	(701)	-0-
Police Bond Fund	(702)	8,557.00
Tax Fund	(703)	-0-
Special Assessment Fund	(805)	2,870.74
<b>Total:</b>		<b>\$584,479.68</b>

**F. PUBLIC COMMENTS AND QUESTIONS**

**G. PUBLIC HEARING**

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING

Tuesday, April 26, 2016  
7:00 PM



## **H. COMMUNITY DEVELOPMENT**

- 1) Request for Board Action - Application 2196 - Bosch Rezoning
- 2) Request for Board Action - Approve Application 2187 - Proposed Text Amendment to Zoning Ordinance 99

## **I. UNFINISHED BUSINESS**

## **J. NEW BUSINESS**

- 1) Request for Board Action - Appointment to Zoning Board of Appeals
- 2) Request for Board Action - Appointments to Planning Commission
- 3) Request for Board Action - 2016 Road Crack Sealing Program Contract Award
- 4) Request for Board Action - Amendment to Parks and Playground Areas Ordinance
- 5) Request for Board Action - Park Rules 2016
- 6) Request for Board Action - **Resolution 2016-04-26-09** Annual Wayne County Permit Application - Maintenance
- 7) Request for Board Action - **Resolution 2016-04-26-10** Annual Wayne County Permit Application - Pavement Restoration
- 8) Request for Board Action - **Resolution 2016-04-26-11** Wayne County Permit Application - Special Events
- 9) Request for Board Action - **Resolution 2016-04-26-12** Wayne County Annual Permit Application - Street Sweeping

## **K. SUPERVISOR AND TRUSTEE COMMENTS**

## **L. PUBLIC COMMENTS**

## **M. 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  
REGULAR MEETING  
TUESDAY, APRIL 12, 2016**

**PROPOSED MINUTES**

Supervisor Price called the meeting to order at 7:00 p.m. and Clerk Conzelman led in the Pledge of Allegiance to the Flag.

**MEMBERS PRESENT:** Shannon Price, Supervisor  
Nancy Conzelman, Clerk  
Ron Edwards, Treasurer  
Charles Curmi, Trustee  
Robert Doroshewitz, Trustee  
Michael Kelly, Trustee  
Steve Mann, Trustee

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** Patrick Fellrath, Dir. of Public Utilities  
Mark Lewis, Chief Building Official  
Dan Phillips, Fire Chief  
Jana Radtke, Comm. Dev. Dir./Planner  
Thomas Tiderington, Police Chief  
Kevin Bennett, Township Attorney  
David Richmond, Spalding DeDecker Assoc.  
Alice Geletzke, Recording Secretary  
83 Members of the Public

**D. APPROVAL OF AGENDA**

Regular Meeting - Tuesday, April 12, 2016

Moved by Ms. Conzelman and seconded by Mr. Edwards to approve the agenda of the Board of Trustees regular meeting of April 12, 2016. Ayes all.

**E. APPROVAL OF CONSENT AGENDA**

**E.1 Approval of Minutes:**  
BOT Minutes 03-15-16 Proposed

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

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

Building Department Monthly Report - March 2016  
Fire Department Monthly Report - March 2016  
FOIA Monthly Report - March 2016



**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, APRIL 12, 2016**

**PROPOSED MINUTES**

**E.4 Approval of Township Bills**

		<b>Year 2016</b>
General Fund	(101)	\$1,012,286.24
Solid Waste Fund	(226)	147,541.36
Improvement Revolving Fund (Capital Projects)	(246)	5,016.20
Drug Forfeiture Fund	(265)	1,340.86
Golf Course Fund	(510)	2,953.12
Water and Sewer Fund	(592)	739,465.20
Trust and Agency Fund	(701)	-0-
Police Bond Fund	(702)	10,576.00
Tax Fund	(703)	16,711.91
Special Assessment Fund	(805)	947.34
<b>Total:</b>		<b>\$1,944,036.54</b>

Moved by Mr. Edwards and seconded by Mr. Mann to approve the consent agenda for the Board of Trustees regular meeting of April 12, 2016.

Ayes: Conzelman, Curmi, Edwards, Kelly, Mann, Price

Nays: Doroshewitz

**F. PUBLIC COMMENT AND QUESTIONS**

Brian Bentley had comments about the treatment of retired police officers; Ed Haggerty commented on the negative publicity received, the fireworks program and the newsletter content; Duane Zantop had comments about his park visit, Darlene Sharp commented on public officials representing the community, Shawn Woolford had concerns about possible road work being planned by North Ridge Church, Christine Brown had questions about why additional legal counsel was hired, Susan Bondie agreed regarding the police officer treatment and voiced concerns about bullying and cronyism, and Ken Garner commented on collection of funds at the picnic and fireworks.

**G. PUBLIC HEARING**

- 1) Request for Board Action - Deer Creek SAD Determination of Necessity - Resolution 2016-04-12-05

Dan Brooks, P.E. of Wade Trim and Associates, addressed the Board and answered questions regarding the proposed Special Assessment District for Deer Creek Subdivision.

Mr. Price opened the public hearing of necessity at 7:29 p.m.

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, APRIL 12, 2016**

**PROPOSED MINUTES**

Benjamin Henry, attorney representing members of the Woodland Homeowners Association who are also part of the Deer Creek Homeowners Association, and Tom Standish, president of the Woodland Court Homeowners Association, asked for a 12.82% reduction per free-standing condominium unit because Woodland Court was resurfaced at a cost \$30,000 and the rest of the neighborhood did not contribute to resurfacing their portion of the road. The members object to an equal assessment because they feel they are not receiving full benefit. It was their understanding initially that they would be responsible for 25% of the assessment.

Len Uller, president of the Deer Creek Homeowners Association, and Clyde Phillips and Bonnie Reyes, residents of Deer Creek, spoke in support of the project. They would, however, like to see the portions of the road that are proposed to be repaired.

There being no further public discussion, Mr. Price closed the public hearing at 7:49 p.m.

Board members discussed further the issues involved and the need for informing the residents of the portions of the road to be repaired. It was noted that these items could be resolved prior to the next public hearing so that a final determination could be made to proceed or not to proceed with the improvements.

Moved by Mr. Edwards and seconded by Mr. Mann to approve Resolution No. 2016-04-12-05, 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. Ayes all on a roll call vote.

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

2) Request for Board Action - Hunters Creek SAD Determination of Necessity – Resolution  
2016-04-12-06

Mr. Brooks reviewed the procedure for the creation of this Special Assessment District at an estimated cost of \$314,425.00 with 27 homes in the subdivision.

Mr. Price opened the Public Hearing of Necessity at 8:20 p.m.

Joe Cleveland had questions about the figures and percentage of replacement and asked for a three-year warranty, rather than two, with proper legal review of the contract

With no further public comment, the hearing was closed at 8:25 p.m.

Moved by Mr. Curmi and seconded by Mr. Edwards to approve Resolution No. 2016-04-12-06, 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

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, APRIL 12, 2016**

**PROPOSED MINUTES**

the thirty (30) day waiting period, provided no objections have been filed. 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**

1) Request for Board Action - Application 2178 - The Enclave Cluster Housing Option

Jana Radtke, Community Dev. Dir./Planner, reviewed the background and Planning Commission approval on February 17, 2016, subject to conditions, which they felt would provide a transitional area.

Uldis Vitins, Vitins Engineering, and Walt Menard, Menard Premiere Homes, addressed the Board and answered questions regarding the proposed cluster housing.

Board members discussed pros and cons of the proposal for 8 units vs. a traditional subdivision plan with 6 units, and whether any of the intentions of the Single-Family Cluster Housing Ordinance are being met which include preserving open space and natural features of a piece of property, rather than just increasing the density.

Though not a public hearing, Mr. Price asked for comments from any nearby property owners in attendance.

Marian Ferrara, a resident of the condos, commented on the drainage problems and Rita Furdak registered her objections to the cluster housing proposal.

Moved by Mr. Curmi and seconded by Mr. Mann to approve Application 2178, The Enclave, which would allow Parcel R-78-036-99-0024-000 to be developed under a Single Family Cluster Housing Option as recommended by the Planning Commission, subject to the following conditions:

1. A landscape buffer must be provided along the east and west property lines, as determined by the Planning Commission during site plan review.
2. That the total number of units be seven (7).

Ayes all.

2) Request for Board Action - Application 2188 - Hines Park Lincoln Rezoning

Mrs. Radtke noted the approval of the request by the Planning Commission.

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, APRIL 12, 2016**

**PROPOSED MINUTES**

Moved by Mr. Edwards and seconded by Mr. Curmi, to approve Application 2188 for the rezoning of Parcel R-78-065-99-0002-000 and Parcel R-78-065-99-0001-701 from R-1 (Single Family Residential to VP (Vehicular Parking), as described in the Amended Zoning Map. Ayes all.

The Board recessed briefly from 9:47 to 10 p.m.

Moved by Mr. Mann and seconded by Mr. Kelly to postpone the following items until the next regular meeting:

- H.3) Request for Board Action - Application 2187 - Proposed Text Amendment 013 to Zoning Ordinance No. 99 – Façade Ordinance
- J.1) Request for Board Action - First Reading of Amendment 18 to Ordinance 1016, the Parks and Playground Areas Ordinance
- J.2) Request for Board Action - Review and Approve Revised Park Rules for 2016

Ayes all.

**I. UNFINISHED BUSINESS**

**J. NEW BUSINESS**

Mr. Edwards asked that the following items be discussed together, and he also proceeded to answer the questions raised by Mr. Doroshewitz regarding the picnic and fireworks.

- 3) Request for Board Action - Approve Plymouth Community July 3rd, 2016 Fireworks Permit

Moved by Mr. Edwards and seconded by Mr. Mann to approve the Fireworks Display Permit for Zambelli Fireworks for the Plymouth Community July 3 2016 Fireworks. Ayes all.

- 4) Request for Board Action - Approve contract for Plymouth Community July 3rd, 2016 Fireworks Display

Moved by Mr. Edwards and seconded by Mr. Mann to approve a contract with Zambelli Fireworks in the amount of \$34,500. This approval is contingent upon the related funds being raised from outside sources. If more funds are raised, the Board will be asked for approval.

AYES: Edwards, Mann, Conzelman, Doroshewitz, Kelly, Price

NAYS: Curmi

Motion carried.

- 5) Request for Board Action - Approve charitable organization to coordinate parking for the Plymouth Community Fireworks on July 3rd, 2016

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, APRIL 12, 2016**

**PROPOSED MINUTES**

Moved by Mr. Edwards and seconded by Mr. Mann to approve the Plymouth-Canton Stars, local area group of the Special Olympics Michigan, as the designated charity to handle parking related to the 2016 Fireworks Display and split all related proceeds 50/50 with the Stars and Plymouth Community Fireworks.

ROLL CALL: AYES: Edwards, Mann, Conzelman, Price

NAYS: Curmi, Doroshewitz, Kelly

Motion carried.

**K. SUPERVISOR AND TRUSTEE COMMENTS**

Mr. Doroshewitz asked when access to the accounting software would be available.

Mr. Curmi asked to see an SAD flowchart and recommended compilation of material on mosquito control.

Mr. Kelly asked to see an update on financials with City of Plymouth.

Mr. Mann thanked the 911 dispatchers and police officers and firefighters who work 24-hours per day.

Ms. Conzelman asked that the SAD process be reviewed by legal counsel to make sure it's up to date with current statutes.

Mr. Price echoed Mr. Mann's comments and noted his requests to North Ridge Church for meetings with homeowners associations, etc., prior to any proposed plans they might have. Also, there was a meeting with the contractor and OHM regarding the SAD in Country Club Village with a scheduled walk-around. During Library Month, there is a poster book that can be read in Township Park along the new path.

**L. PUBLIC COMMENTS**

Brian Bentley had comments about the fireworks, Mr. Edwards and Mr. Price. Duane Zantop commented on the VIP party and park employment, Ed Haggerty asked questions about the parks and recreation survey, Sybil Hunter commented on the marginalization of people who make comments, Tim Boyd commented on any plans by North Ridge Church, Roman Kuzma commented on Board behavior, and Don Schnettler commented on not being able to obtain information from the Deputy Treasurer or Deputy Clerk. Bill Carter commented on further action on the DEHOCO property.

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, APRIL 12, 2016  
  
PROPOSED MINUTES**

**M. ADJOURNMENT**

Moved by Mr. Edwards and seconded by Mr. Mann to adjourn the meeting at 11:05 p.m. Ayes all.

---

Nancy C. Conzelman, Township Clerk

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Shannon G. Price, Township Supervisor



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** April 26, 2016

**ITEM:** Application 2196 – Bosch Rezoning

**PRESENTER:** Jana Radtke, Community Development Director/Planner

**OTHER INDIVIDUALS IN ATTENDANCE:** None anticipated

**BACKGROUND:** Application 2196 pertains to Parcel R-78-021-99-0025-000. The subject property consists of approximately one acre and is located south of Five Mile Road and east of Haggerty Road. The subject property is currently zoned R-1 (Single Family Residential). The applicant has requested that the property be rezoned from R-1 (Single Family Residential) to OS (Office Service).

On March 15, 2016, the Board of Trustees approved an amendment to the PUD, which added the subject property to the Robert Bosch PUD Area to accommodate a parking expansion. The proposed rezoning of the subject property from R-1 to OS is necessary to allow the property to be developed as part of the PUD and was a condition of approval for the PUD Amendment.

**ACTION REQUESTED:** To approve the rezoning request, as recommended by the Planning Commission.

**BUDGET/ACCOUNT NUMBER:** N/A

**RECOMMENDATION:** Approve.

**MODEL RESOLUTION:** I move to approve Application 2196 for the rezoning of Parcel R-78-021-99-0025-000 from R-1 (Single Family Residential) to OS (Office Service), as described in the Amended Zoning Map.

**ATTACHMENTS:** Proposed Notice of Adoption, Staff Reports, Materials Submitted by the Applicant



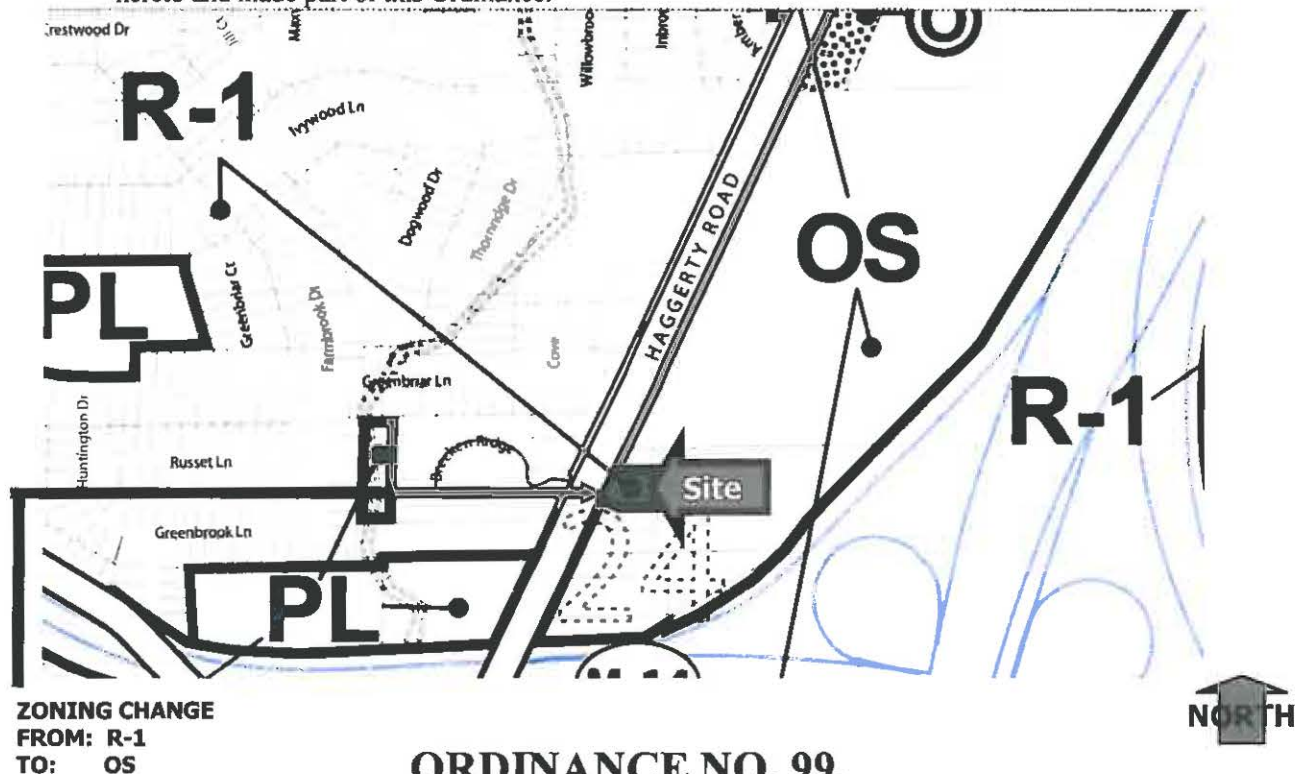
## PROPOSED NOTICE OF ADOPTION

### CHARTER TOWNSHIP OF PLYMOUTH ORDINANCE NO. 99.\_\_\_\_

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CHARTER TOWNSHIP OF PLYMOUTH BY AMENDING THE ZONING MAP.

THE CHARTER TOWNSHIP OF PLYMOUTH ORDAINS:

Part I. The Charter Township of Plymouth Zoning Ordinance No. 99 is hereby amended by amending the Zoning Map in accordance with the changes indicated on Amended Zoning Map No. 018, attached hereto and made part of this Ordinance.



### ORDINANCE NO. 99.\_\_\_\_

### AMENDED ZONING MAP NO. 018

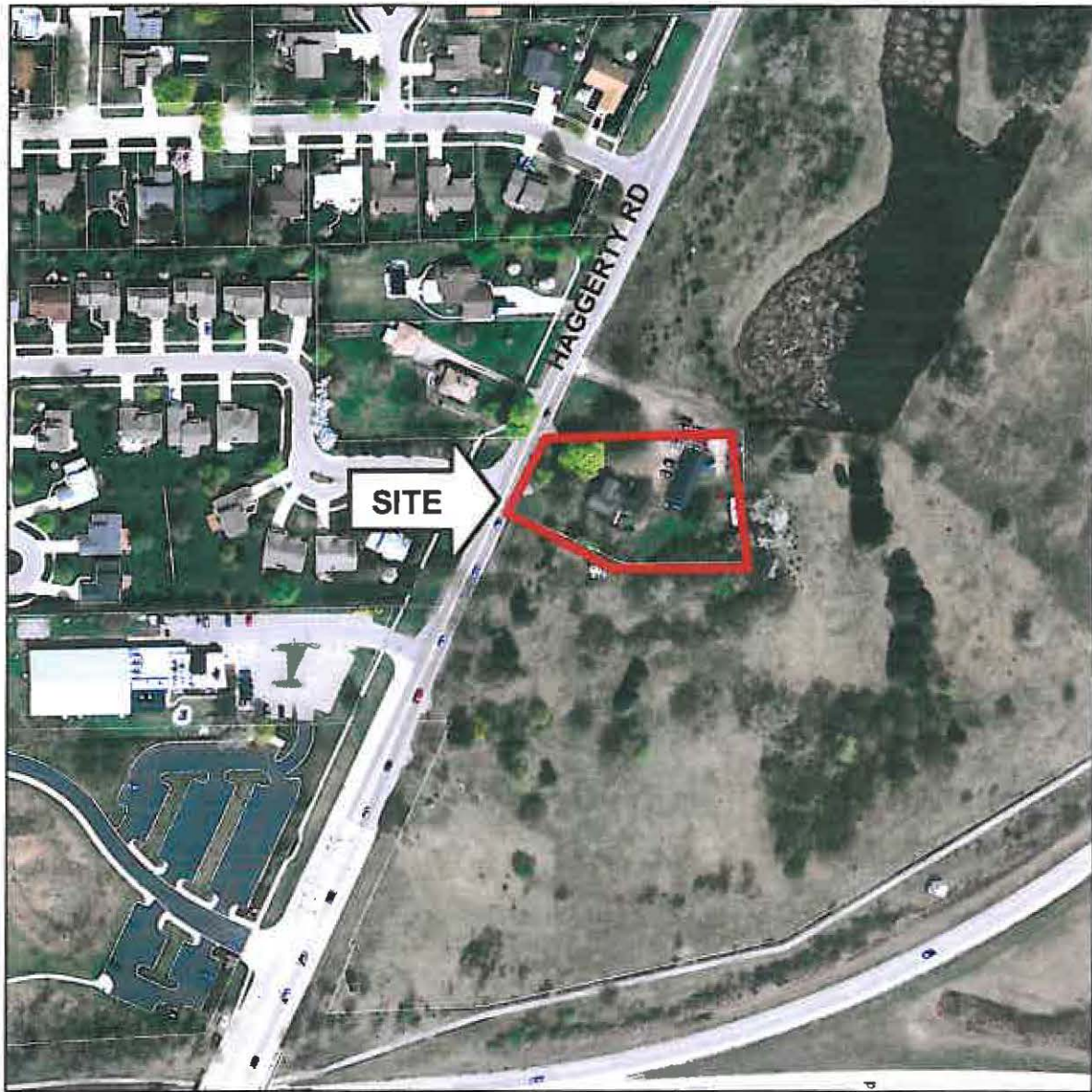
### Charter Township of Plymouth, Wayne County, Michigan

LEGAL DESCRIPTION: For parcel/lot descriptions, see tax records based on Tax ID No. R-78-021-99-0025-000.

- Part II. CONFLICTING REVISIONS REPEALED. Any Ordinance or parts of Ordinance in conflict herewith, are hereby repealed.
- Part III. EFFECTIVE DATE. The provisions of the Ordinance are hereby declared to take effect on (insert date).
- Part IV. ADOPTION. This Ordinance was adopted by the Charter Township of Plymouth Board of Trustees by authority of Act 110 of Public Acts of Michigan, 2006, as amended, at a meeting duly called and held on (insert date), and ordered to be given publication in the manner prescribed by law. The Ordinance may be inspected at the Plymouth Township Hall, Community Development Department, during regular business hours.

Adopted by the Board of Trustees on: (insert date)  
Effective Date: (insert date)  
Publish: (insert date)





**PLANNING COMMISSION**  
**CHARTER TOWNSHIP OF PLYMOUTH**



**Application:** 2196-0316  
**ApplicationType:** Request for Rezoning from R-1 to OS  
**Applicant:** Robert Bosch LLC  
**Tax I.D:** R-78-021-99-0025-000



# CHARTER TOWNSHIP OF PLYMOUTH

9955 N HAGGERTY RD • PLYMOUTH, MICHIGAN 48170-4673  
www.plymouthtwp.org

March 30, 2016

Planning Commission  
Charter Township of Plymouth  
9955 N. Haggerty Road  
Plymouth, MI 48170

RE: P.C. No.: 2196-0316  
Address/Location: South of Five Mile Road, East of Haggerty Road  
Tax ID No: R-78-021-99-0025-000  
Applicant/Developer: Robert Bosch LLC  
Type of Review: Requested Rezoning from R-1 to OS  
Review Number: Written Review #1

Dear Commission Members,

The applicant has requested a rezoning of parcel R-78-021-99-0025-000 from R-1, Single Family Residential District, to OS, Office Service District. The subject property consists of approximately one acre and is located south of Five Mile Road and east of Haggerty Road.

This application has been reviewed based upon the Township Zoning Ordinance, Master Plan for Land Use, and principals of sound planning. Our comments are as follows:

1. Existing Zoning and Use of the Subject Property

- a) The subject property is currently zoned R-1, Single Family Residential, and previously contained a single-family home. The property is surrounded by the Robert Bosch campus, which is a Planned Unit Development (PUD).
- b) On March 15, 2016, the Board of Trustees approved an amendment to the PUD, which added the one-acre subject property to the Robert Bosch PUD Area. With the exception of the subject property, the entire Robert Bosch PUD Area is zoned OS, Office Service.

**SUPERVISOR**  
Shannon G. Price  
(734) 354-3201

**CLERK**  
Nancy C. Conzelman  
(734) 354-3224

**TREASURER**  
Ron Edwards  
(734) 354-3214

**TRUSTEES**  
Steven Mann, Robert Dunshewitz  
Michael Kelly, Charles Curran

2. Existing Zoning and Use of the Adjacent Properties

The existing zoning and uses of the adjacent properties are as follows:

	Zoning District	Existing Use
North	OS, Office Service	Bosch Campus
West	R-1, Single Family Residential	Residential
South	OS, Office Service	Bosch Campus
East	OS, Office Service	Bosch Campus

3. Future Land Use of the Subject Property

The subject property is identified for OS, Office Service, on the Future Land Use Map.

4. Future Land Use of the Adjacent Properties

	Future Land Use Plan
North	Office
West	Residential Medium Density (4-5 du/ac)
South	Office
East	Office

5. Circulation

The subject property abuts Haggerty Road, which is a major thoroughfare with a 120-foot-wide right-of-way.

**CONCLUSIONS**

1. Adjacent Zoning and Uses

The proposed rezoning of the subject property from R-1 to OS would bring the property into conformance with the zoning of the remainder of the Robert Bosch campus, and would allow the property to be developed as part of the PUD.

2. Future Land Use Plan

The Township Future Land Use Map designates the subject property for OS, Office Service. The proposed rezoning from R-1 to OS is consistent with the



Master Plan for Land Use and would not have an adverse impact upon the surrounding area.

3. Circulation

The subject property would connect to the parking area in the southern portion of the Robert Bosch PUD Area and would be accessible from an existing curb cut along Haggerty Road. No new curb cuts are being proposed. Therefore, the proposed rezoning would not have an adverse impact on the traffic and circulation of Haggerty Road.

4. Other Considerations

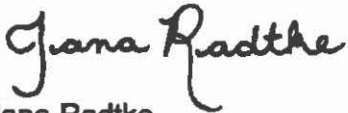
The proposed rezoning would encourage the redevelopment of an outdated single-family residential parcel. It would also bring continuity to the area because it would be tied into the Robert Bosch campus.

**RECOMMENDATION**

Our recommendation would be for the Planning Commission to **recommend approval** of the proposed rezoning to the Board of Trustees for the following reasons:

1. The proposed rezoning will not adversely impact the surrounding area and will encourage the redevelopment of an outdated site.
2. The proposed rezoning is consistent with the Township Future Land Use Map designation of the property for Office Service.

Respectfully Submitted,



Jana Radtke  
Community Development Director/Planner  
Charter Township of Plymouth



## **PLYMOUTH TOWNSHIP FIRE DEPARTMENT**

9955 N. Haggerty Road  
Plymouth, Michigan 48170-4673

(734) 354-3221 • Fax: (734) 354-9672  
Emergency - Dial 911

**TO: PLYMOUTH TOWNSHIP COMMUNITY DEVELOPMENT**

**FROM: PLYMOUTH TOWNSHIP FIRE DEPARTMENT**

**DATE 4/12/2016**

<b>RE: APPLICANT</b>	<b>Robert Bosch LLC.</b>
<b>Project</b>	<b>Bosch</b>
<b>Location</b>	<b>South of Five Mile Road, East of Haggerty Road, North of Schoolcraft Road.</b>
<b>Property ID</b>	<b>R-78-021-99-0025-000</b>

**DEAR COMMUNITY DEVELOPMENT:**

The Plymouth Community Fire Department has completed the review of the Rezoning of above referenced project in accordance with the fire protection requirements of the International Building Code 2012, and the International Fire Code 2012, N.F.P.A. Standards, and good fire protection engineering.

**The Office of Fire Prevention has no objection to this Rezoning.**

As is often the case, certain aspects of code compliance can involve interpretation and judgmental decisions. It is important that you review these comments and contact us if you have any questions. This review is based upon and limited to information that has been provided.

William Conroy

A handwritten signature in blue ink, appearing to read "William Conroy", is written over the printed name.

Fire Inspector/Investigator  
734-354-3219



# CHARTER TOWNSHIP OF PLYMOUTH

9955 N HAGGERTY RD • PLYMOUTH, MICHIGAN 48170-4675  
www.plymouthtp.org

March 28, 2016

Department of Community Development  
Charter Township of Plymouth  
9955 N. Haggerty Road  
Plymouth, MI 48170

**RE: P.C. No: 2196-0316**

Applicant / Developer:	Robert Bosch LLC.
Contact Name:	Andrew Wolf
Project Name:	Bosch
Location:	South of Five Mile Road, East of Haggerty Road, North of Schoolcraft Road
Section No:	24
Tax I.D. No:	R-78-021-99-0025-000
Zoning:	R-1, Single Family Residential
Action Requested:	Approval of rezoning from R-1, Single Family Residential to OS, Office Service

I have reviewed the rezoning plans submitted for the above application and have no comment at this time.

Thank you for the opportunity to comment on this rezoning application.

Sincerely,

Patrick J. Fellrath  
Director of Public Services  
Charter Township of Plymouth

**SUPERVISOR**  
Shannon G. Price  
(734) 354-3201

**CLERK**  
Nancy C. Conzelman  
(734) 354-3224

**TREASURER**  
Ron Edwards  
(734) 354-3214

**TRUSTEES**  
Steven Mann, Robert Doroshewitz  
Michael Kelly, Charles Curmi

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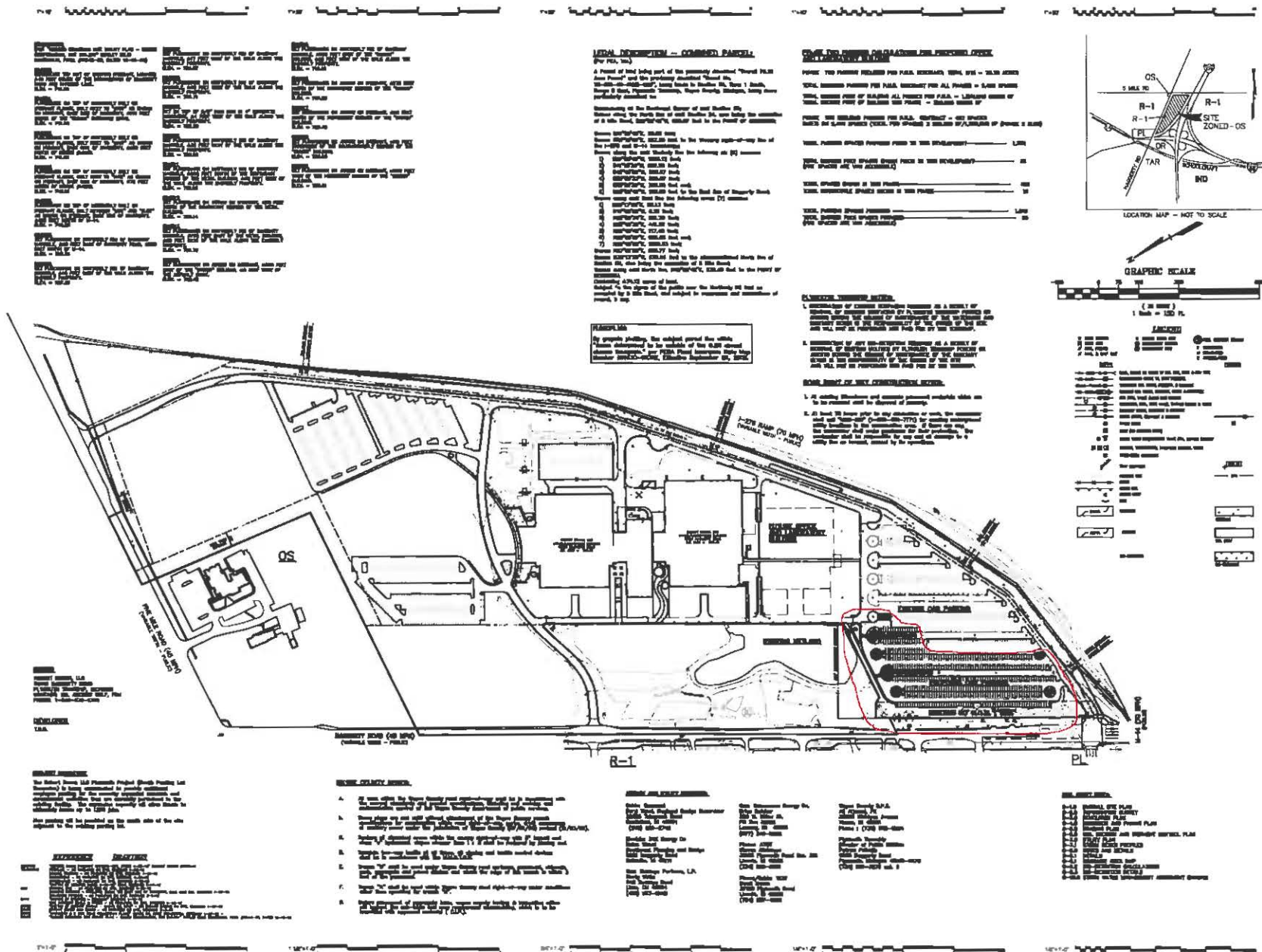


Project No.	2015-10072-GEF
Team	% Sergio
Client	% Sergio
Approved	% Sr. rumon

No	Overall Site Plan
----	-------------------------

**Part B** **C.1.0**

\_\_\_\_\_







## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** April 26, 2016

**ITEM:** Application 2187 – Proposed Text Amendment 013 to Zoning Ordinance No. 99

**PRESENTER:** Jana Radtke, Community Development Director/Planner

**OTHER INDIVIDUALS IN ATTENDANCE:** None anticipated

**BACKGROUND:** The purpose of proposed Text Amendment 013 is to establish a consistent set of standards for the design and appearance of non-single-family residential structures in the Township, while providing flexibility and encouraging architectural variety.

On February 17, 2016, the Planning Commission held a public hearing for the proposed text amendment and considered additional language that was recommended by the Township Attorney for clarification. On March 16, 2016, the Planning Commission recommended approval of the proposed text amendment to the Board of Trustees.

**ACTION REQUESTED:** To approve the proposed Text Amendment 013, as recommended by the Planning Commission.

**BUDGET/ACCOUNT NUMBER:** N/A

**RECOMMENDATION:** Approve.

**MODEL RESOLUTION:** I move to approve Application 2187, which would amend the text of Zoning Ordinance No. 99, in accordance with proposed Text Amendment 013.

**ATTACHMENTS:** Proposed Ordinance, Proposed Notice of Adoption, Minutes from Planning Commission Meetings, Support Materials

**CHARTER TOWNSHIP OF PLYMOUTH**

**ORDINANCE NO. \_\_\_\_  
TEXT AMENDMENT 013**

AN ORDINANCE TO AMEND THE TEXT OF THE CHARTER TOWNSHIP OF PLYMOUTH ZONING ORDINANCE NO. 99 BY AMENDING SECTION 28.14, BUILDING DESIGN STANDARDS, OF ARTICLE XXVIII, SPECIAL PROVISIONS.

THE CHARTER TOWNSHIP OF PLYMOUTH ORDAINS:

Part I. The Charter Township of Plymouth Zoning Ordinance No. 99 is hereby amended as follows:

**ARTICLE XXVIII, SPECIAL PROVISIONS**

Replace the existing language of Section 28.14 with the following:

**SEC. 28.14 BUILDING DESIGN STANDARDS**

**1. Purpose and Construction**

The purpose of this Article is to establish a consistent set of standards for the design and appearance of non-single-family residential structures, which includes buildings, canopies, or gateway structures, within each zoning district of the Township, in order to improve and enhance the overall visual character of the community. These standards are also intended to encourage architectural variety within the context of creating a high-quality and harmonious aesthetic environment. This Article shall apply to new construction as well as additions or alterations to existing non-single-family residential structures. All new construction, and/or all additions or alterations to existing non-single-family residential structures that require site plan and/or administrative review shall conform to the requirements of this Section. This Article shall be construed consistently with the design and development requirements set forth in other Articles; however, to the extent that there is a conflict between a provision of another Article and this Article, the requirements of this Article shall control.

**2. Building Massing and Form**

- (a) All buildings shall incorporate architectural features, including, but not limited to: arches, arcades, porticos, cornices, peaked rooflines, or towers.
- (b) Building walls over 100 feet in length shall be broken up by varying rooflines, projections, recesses, wall insets, arcades, windows or faux windows, architectural accents, and other details to create rhythm and interest in building facades. Repeating patterns of changes in color, texture, and materials are encouraged.

**3. Facade Materials**

- (a) A minimum of 75% of all building facades, excluding the roof and windows, shall consist of masonry products, such as: brick, cut stone, integral colored split face block, cast stone, limestone, granite, or an equivalent material, as determined by the Planning Commission or the Administrative Review Committee. The use of aluminum metal panel systems may be permitted for buildings located within the Industrial District or an industrial area of a nonresidential district, or for buildings of a high-technology or industrial nature. Aluminum metal panel systems may also be permitted for automobile dealerships. The Planning Commission or Administrative Review Committee may modify the 75% exterior finish requirement, if the proposed project is found to meet the objectives of this Article.
- (b) The remaining maximum 25% of the building facade may utilize other materials such as: fiberglass-reinforced concrete, cement board siding, stucco, polymer plastic (Fypon), or EIFS, provided that such materials do not constitute the base of the building.
- (c) The facade materials for any screening structure, which may be used to screen elevators, stairways, tanks, heating and air conditioning equipment, vents, ducts, pipes, or other similar apparatus, shall complement the facade materials of the principal building.

**4. Color and Texture**

- (a) Variations in color shall be kept to a minimum.
- (b) Building colors shall be in harmony with the surrounding area. Traditional colors, such as: red, subtle earth tones, or neutral colors shall be used for the building facade material. Roof colors shall complement the color of the building facade. The use of high-intensity, metallic, or fluorescent colors is prohibited.
- (c) Accent colors may be permitted if considered by the Planning Commission, or the Administrative Review Committee, to be part of the overall architectural theme for the project.
- (d) Awnings located above windows and doors shall consist of a solid color and shall not incorporate stripes or patterns. Dark colors, such as: dark brown, navy blue, black, maroon, dark green, or dark red, are encouraged. Backlit or underlit awnings are prohibited.
- (e) Simple and uniform texture patterns within the building facade materials are encouraged.

**5. Roof Design**

- (a) Variations in the roofline are required to reduce the scale of the structure and add visual interest.
- (b) Rooftop equipment shall be screened from view by parapet walls or other architectural elements which complement the overall building design.

**6. Canopies**

Overhead canopies for gasoline service stations or other uses shall be designed to be compatible with the architectural characteristics and color of the principal building. Canopies shall incorporate peaked, hipped, or gabled roofs with shingles, support structures which match or simulate the materials of the principal building, and fully recessed lighting fixtures.

**7. Alterations or Additions to Existing Buildings**

- (a) For an alteration proposed to an existing building facade, the entire façade shall be subject to this Article. However, the Planning Commission or the Administrative Review Committee may limit compliance with this Article to only the portion of the building affected by the proposed alteration, provided that the materials and colors of the altered portion of the building complement the materials and colors of the existing unaltered portion of the building.
- (b) For an addition proposed to an existing building, the materials of the existing portion of the building may be utilized for the proposed addition, provided that the following conditions are met:
  - 1) The addition does not exceed one hundred percent (100%) of the existing building floor area.
  - 2) The facade of the existing portion of the building does not consist of materials or colors that would be prohibited under Section 3 or 4 of this Article.
  - 3) All new facades substantially constitute a continuation of the existing facades relative to color, texture, size, height, and location of materials.
  - 4) The visual effect is to make the addition appear as part of the existing building.
- (c) If the alteration or addition is proposed for an existing building located within the Ann Arbor Road Corridor (ARC) District, then the entire building shall be brought into full compliance with this Article. The Planning Commission or the Administrative Review Committee may modify this requirement if the proposed project is found to meet the objectives of the ARC District.

**8. Façade Modification**

The Planning Commission or the Administrative Review Committee may approve alternatives to the exterior building design or materials, provided that the proposed project is found to be consistent with the intent and purpose of this Article.

- Part 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 misdemeanor and may be fined not more than Five Hundred Dollars (\$500.00) or imprisoned for not more than ninety (90) days, or both, at the discretion of the Court.
- Part 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 portions shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion thereof.
- Part 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.
- Part V. SAVINGS CLAUSE. The repeal or amendment provided for 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.
- Part VI. PUBLICATION. The Clerk of the Charter Township of Plymouth shall cause a Notice of Adoption of this Ordinance to be published in the manner required by law.
- Part VII. EFFECTIVE DATE. The provisions of this ordinance shall become effective seven days after publication.
- Part VIII. ADOPTION. This Ordinance was adopted by the Charter Township of Plymouth Board of Trustees by authority of Act 110 of Public Acts of Michigan, 2006, as amended, at a meeting duly called and held on \_\_\_\_\_, and ordered to be given publication in the manner prescribed by law. This Ordinance may be purchased or inspected at the Plymouth Township Hall, Community Development Department, during regular business hours.

Adopted by the Board of Trustees on: \_\_\_\_\_

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

Publish: \_\_\_\_\_



## **PROPOSED NOTICE OF ADOPTION**

### **CHARTER TOWNSHIP OF PLYMOUTH ORDINANCE NO. 99. \_\_\_\_\_ TEXT AMENDMENT 013**

AN ORDINANCE TO AMEND THE TEXT OF THE CHARTER TOWNSHIP OF PLYMOUTH ZONING ORDINANCE NO. 99 BY AMENDING SECTION 28.14, BUILDING DESIGN STANDARDS, OF ARTICLE XXVIII, SPECIAL PROVISIONS.

THE CHARTER TOWNSHIP OF PLYMOUTH ORDAINS:

Part I. The Charter Township of Plymouth Zoning Ordinance No. 99 is hereby amended as follows:

#### **ARTICLE XXVIII, SPECIAL PROVISIONS**

Replace the existing language of Section 28.14 with the following:

##### **SEC. 28.14 BUILDING DESIGN STANDARDS**

###### **1. Purpose and Construction**

The purpose of this Article is to establish a consistent set of standards for the design and appearance of non-single-family residential structures, which includes buildings, canopies, or gateway structures, within each zoning district of the Township, in order to improve and enhance the overall visual character of the community. These standards are also intended to encourage architectural variety within the context of creating a high-quality and harmonious aesthetic environment. This Article shall apply to new construction as well as additions or alterations to existing non-single-family residential structures. All new construction, and/or all additions or alterations to existing non-single-family residential structures that require site plan and/or administrative review shall conform to the requirements of this Section. This Article shall be construed consistently with the design and development requirements set forth in other Articles; however, to the extent that there is a conflict between a provision of another Article and this Article, the requirements of this Article shall control.

###### **2. Building Massing and Form**

- (a) All buildings shall incorporate architectural features, including, but not limited to: arches, arcades, porticos, cornices, peaked rooflines, or towers.
- (b) Building walls over 100 feet in length shall be broken up by varying rooflines, projections, recesses, wall insets, arcades, windows or faux windows, architectural accents, and other details to create rhythm and interest in building facades. Repeating patterns of changes in color, texture, and materials are encouraged.

###### **3. Facade Materials**

- (a) A minimum of 75% of all building facades, excluding the roof and windows, shall consist of masonry products, such as: brick, cut stone, integral colored split face



block, cast stone, limestone, granite, or an equivalent material, as determined by the Planning Commission or the Administrative Review Committee. The use of aluminum metal panel systems may be permitted for buildings located within the Industrial District or an industrial area of a nonresidential district, or for buildings of a high-technology or industrial nature. Aluminum metal panel systems may also be permitted for automobile dealerships. The Planning Commission or Administrative Review Committee may modify the 75% exterior finish requirement, if the proposed project is found to meet the objectives of this Article.

- (b) The remaining maximum 25% of the building facade may utilize other materials such as: fiberglass-reinforced concrete, cement board siding, stucco, polymer plastic (Fypon), or EIFS, provided that such materials do not constitute the base of the building.
- (c) The facade materials for any screening structure, which may be used to screen elevators, stairways, tanks, heating and air conditioning equipment, vents, ducts, pipes, or other similar apparatus, shall complement the facade materials of the principal building.

#### **4. Color and Texture**

- (a) Variations in color shall be kept to a minimum.
- (b) Building colors shall be in harmony with the surrounding area. Traditional colors, such as: red, subtle earth tones, or neutral colors shall be used for the building facade material. Roof colors shall complement the color of the building facade. The use of high-intensity, metallic, or fluorescent colors is prohibited.
- (c) Accent colors may be permitted if considered by the Planning Commission, or the Administrative Review Committee, to be part of the overall architectural theme for the project.
- (d) Awnings located above windows and doors shall consist of a solid color and shall not incorporate stripes or patterns. Dark colors, such as: dark brown, navy blue, black, maroon, dark green, or dark red, are encouraged. Backlit or underlit awnings are prohibited.
- (e) Simple and uniform texture patterns within the building facade materials are encouraged.

#### **5. Roof Design**

- (a) Variations in the roofline are required to reduce the scale of the structure and add visual interest.
- (b) Rooftop equipment shall be screened from view by parapet walls or other architectural elements which complement the overall building design.

#### **6. Canopies**

Overhead canopies for gasoline service stations or other uses shall be designed to be compatible with the architectural characteristics and color of the principal building. Canopies shall incorporate peaked, hipped, or gabled roofs with shingles, support structures

which match or simulate the materials of the principal building, and fully recessed lighting fixtures.

**7. Alterations or Additions to Existing Buildings**

- (a) For an alteration proposed to an existing building facade, the entire façade shall be subject to this Article. However, the Planning Commission or the Administrative Review Committee may limit compliance with this Article to only the portion of the building affected by the proposed alteration, provided that the materials and colors of the altered portion of the building complement the materials and colors of the existing unaltered portion of the building.
- (b) For an addition proposed to an existing building, the materials of the existing portion of the building may be utilized for the proposed addition, provided that the following conditions are met:
  - 1) The addition does not exceed one hundred percent (100%) of the existing building floor area.
  - 2) The facade of the existing portion of the building does not consist of materials or colors that would be prohibited under Section 3 or 4 of this Article.
  - 3) All new facades substantially constitute a continuation of the existing facades relative to color, texture, size, height, and location of materials.
  - 4) The visual effect is to make the addition appear as part of the existing building.
- (c) If the alteration or addition is proposed for an existing building located within the Ann Arbor Road Corridor (ARC) District, then the entire building shall be brought into full compliance with this Article. The Planning Commission or the Administrative Review Committee may modify this requirement if the proposed project is found to meet the objectives of the ARC District.

**8. Façade Modification**

The Planning Commission or the Administrative Review Committee may approve alternatives to the exterior building design or materials, provided that the proposed project is found to be consistent with the intent and purpose of this Article.

Part 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 misdemeanor and may be fined not more than Five Hundred Dollars (\$500.00) or imprisoned for not more than ninety (90) days, or both, at the discretion of the Court.

Part 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 portions shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion thereof.



Part 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.

Part V. SAVINGS CLAUSE. The repeal or amendment provided for 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.

Part VI. PUBLICATION. The Clerk of the Charter Township of Plymouth shall cause a Notice of Adoption of this Ordinance to be published in the manner required by law.

Part VII. EFFECTIVE DATE. The provisions of this ordinance shall become effective seven days after publication.

Part VIII. ADOPTION. This Ordinance was adopted by the Charter Township of Plymouth Board of Trustees by authority of Act 110 of Public Acts of Michigan, 2006, as amended, at a meeting duly called and held on \_\_\_\_\_, and ordered to be given publication in the manner prescribed by law. This Ordinance may be inspected at the Plymouth Township Hall, Community Development Department, during regular business hours.

Adopted by the Board of Trustees on: \_\_\_\_\_

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

Publish: \_\_\_\_\_

**CHARTER TOWNSHIP OF PLYMOUTH  
PLANNING COMMISSION -- REGULAR MEETING  
WEDNESDAY, MARCH 16, 2016 • 7:00 PM  
PROPOSED MINUTES**

Scott Schumacher, representing Ryan Kolb, addressed the Commission and answered questions.

Chairman Cebulski opened the public hearing at 7:08 p.m.

Julie Fulton, who lives adjacent to the proposed parking lot at 9318 Marilyn, registered her concerns and those of her neighbors, Cathy and Bob Modras who live at 9334 Marilyn, who were also in attendance. Though she said she had no objection to the parking lot being placed there, she noted concerns regarding the intensity of the lighting and noise from moving and dumping snow during the night. She also asked that evergreens be planted in the berm area to block the dropping of leaves. She also requested that if her vinyl fence is in any way damaged during construction, that she be reimbursed by the dealership.

Chairman Cebulski explained that this public hearing solely concerns the rezoning, rather than site plan issues.

There being no further public comment, the hearing was closed at 7:12 p.m.

Mr. Schumacher answered further questions from the Commission.

Moved by Commissioner Pratt and supported by Commissioner Barberena to recommend to the Board of Trustees the rezoning from R-1, Single Family Residential, to VP, Vehicular Parking, requested in Application 2188-0116, Hines Park Lincoln Mercury, at 9295 and 93401 Haggerty Road, for the following reasons:

- 1) The proposed rezoning will not adversely impact the surrounding area.
- 2) The proposed rezoning is consistent with the Master Plan for Land Use because it accomplishes the goal of transitional zoning.

Ayes all.

**ITEM NO. 4 – TOWNSHIP CAPITAL IMPROVEMENT PROJECTS**

N/A

**ITEM NO. 5 – OLD BUSINESS**

**1. P.C. No: 2187-0116**

Applicant / Developer:	Charter Township of Plymouth Planning Commission
Contact Name:	Jana Radtke
Project Name:	Proposed Text Amendment 013 Re: Façade Ordinance
Action Requested:	Recommend Approval of Amendment 013 to Zoning Ordinance No. 99 to the Board of Trustees

**CHARTER TOWNSHIP OF PLYMOUTH  
PLANNING COMMISSION -- REGULAR MEETING  
WEDNESDAY, MARCH 16, 2016 • 7:00 PM  
PROPOSED MINUTES**

Moved by Commissioner Siedlaczek and supported by Commissioner Barberena to recommend to the Board of Trustees the approval of Amendment 013, the Façade Ordinance, to Zoning Ordinance No. 99. Ayes all.

**ITEM NO. 6 – NEW BUSINESS**

**1. P.C. No: 2191-0216**

Applicant / Developer:	Robert Bosch LLC
Contact Name:	Andrew Wolf
Project Name:	Bosch Parking Lot Expansion
Location:	South of Five Mile Road, East of Haggerty Road, North of Schoolcraft Road
Section No:	24
Tax I.D. No:	R-78-021-99-0001-702; R-78-021-99-0025-000
Zoning:	OS, Office Service; R-1, Single Family Residential
Action Requested:	Site Plan Approval

Mrs. Radtke reviewed her report dated March 7, 2016, and Mr. Richmond reviewed his engineering report dated March 9, 2016. Communications were also received from the Director of Public Services and the Fire Department.

Andrew Wolf from Robert Bosch, LLC, Gerald Philo from Harley, Ellis Deveraux, and the Civil Engineer and Landscape Architect addressed the Board and answered questions regarding the parking lot expansion and the screening from Haggerty Road.

Moved by Commissioner Sturdy and supported by Commissioner Pratt to recommend tentative approval subject to conditions; and final approval subject to engineering requirements and subject to approval by the Board of Trustees of the rezoning of the Anderson property; and that final approval is permitted to be accomplished administratively upon compliance with all the other conditions for Application 2191-0216, Bosch Parking Lot Expansion, south of Five Mile Road, east of Haggerty Road, north of Schoolcraft Road. Ayes all.

**ITEM NO. 7 – OTHER PLANNING COMMISSION BUSINESS**

N/A

**ITEM NO. 8 – COMMUNICATIONS AND/OR INFORMATION**

N/A

**ITEM NO. 9 – BOARD OF TRUSTEES ACTION**

N/A

**CHARTER TOWNSHIP OF PLYMOUTH  
PLANNING COMMISSION -- REGULAR MEETING  
WEDNESDAY, FEBRUARY 17, 2016 • 7:00 PM  
MINUTES**

**ITEM NO. 3 – PUBLIC HEARINGS – Continued**

**2. P.C.No: 2187-0116**

Applicant / Developer:	Charter Township of Plymouth Planning Commission
Contact Name:	Jana Radtke
Project Name:	Proposed Text Amendment 013 Re: Façade Ordinance
Action Requested:	Recommend Approval of Amendment 013 to Zoning Ordinance No. 99 to the Board of Trustees

Mrs. Radtke indicated that the proposed amendment will establish a consistent set of standards for the design and appearance of non-single-family residential structures in the township. The ordinance has been reviewed by the Planning Commission and the Township Attorney.

Chairman Cebulski opened the public hearing at 7:07. There being no public comment, the hearing was adjourned at 7:08 p.m.

The Commission members reviewed the additional language recommended by the Township Attorney and determined that this language should be incorporated into the proposed text amendment for clarification.

Moved by Commissioner Pratt and supported by Commissioner Barberena to table the recommendation for approval of Amendment 013 to Zoning Ordinance 99, until a clean copy of the final language is brought back to the Planning Commission for review and formal recommendation.

**ITEM NO. 4 – TOWNSHIP CAPITAL IMPROVEMENT PROJECTS**

**1. Chase Every Flagpole Eagle Project**

Mrs. Radtke said that Eagle Scout Chase Every would like to install a 35-ft. flagpole at Township Park in the area between the baseball diamonds, with attractive plantings and lighting, as well as pavers beneath, recognizing those who contribute to financing the flagpole.

Moved by Commissioner Postell and supported by Commissioner Siedlaczek to approve as a Capital Improvement Project the Chase Every Flagpole Eagle Project, as governed by the Michigan Planning Enabling Act to ensure compliance with the Township Master Plan. Ayes all.

# Memo

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**To:** Planning Commission

**From:** Jana Radtke  
Community Development Director/Planner

**Date:** March 16, 2016

**Re:** P.C. 2187-0116  
Text Amendment 013 to Zoning Ordinance No. 99

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Application 2187 pertains to Text Amendment 013, which would amend Article XXVIII, Special Provisions, of Township Zoning Ordinance No. 99, in order to establish a consistent set of standards for the design and appearance of non-single-family residential structures in the Township, while providing flexibility and encouraging architectural variety.

At the meeting held on February 17, 2016, the Planning Commission reviewed recommended modifications to the proposed text amendment from the Township Attorney. These modifications have been incorporated into the proposed language. A strike-through version of the proposed language is attached as Exhibit 1, and a clean version of the proposed language is attached as Exhibit 2.

**ARTICLE XXVIII  
SPECIAL PROVISIONS**

**SEC. 28.14 BUILDING DESIGN STANDARDS**

~~The purpose of this Section is to promote consistency in the physical relationships between buildings and uses in the district, preserve and enhance visual character, and ensure that adjacent properties and uses are not adversely impacted as buildings are constructed, altered, expanded or redeveloped. All development projects subject to site plan review shall conform with the following architectural design and appearance standards:~~

- ~~1) Where visible from a public street, limited access highway or adjacent residential property, the site and rear facades of the building shall be of equal importance and shall be constructed to a finished quality comparable to the front façade.~~
- ~~2) All materials used shall be recognized by the Planning Commission as decorative or finished materials. Standards concrete or cinder block shall not be permitted, and EIFS (Exterior Insulation and Finishing Systems) and similar synthetic materials shall not be the primary façade material.~~
- ~~3) Buildings shall be designed to minimize adverse visual impacts on residential uses in the area. The exterior finish, scale and orientation of the building shall relate well and be harmonious with character of the surrounding area and district. The roof configuration and materials shall be architecturally compatible with adjacent buildings, and enhance the predominant streetscape.~~
- ~~3) Elevators, stairways, tanks, heating and air conditioning equipment, vents, ducts, pipes and other similar apparatus shall be screened from view by landscaping, parapet wall or similar structure sufficient to achieve screening. The outside finish materials of the screening structure shall be complementary to the principal building façade finish materials.~~
- ~~4) In accordance with the purpose of this Section, the Planning Commission may approve alternative designs and materials, and may require that additional decorative architectural features be incorporated into a building design. Such features may include, but shall not be limited to recesses, off sets, arches, columns, pilasters, detailed trim, accent bands, contrasting courses of materials, cornices and overhangs.~~



**ARTICLE XXVIII  
SPECIAL PROVISIONS**

**SEC. 28.14 BUILDING DESIGN STANDARDS**

**1. Purpose and Construction**

The purpose of this Article is to establish a consistent set of standards for the design and appearance of non-single-family residential structures, which includes buildings, canopies, or gateway structures, within each zoning district of the Township, in order to improve and enhance the overall visual character of the community. These standards are also intended to encourage architectural variety within the context of creating a high-quality and harmonious aesthetic environment. This Article shall apply to new construction as well as additions or alterations to existing non-single-family residential structures. All new construction, and/or all additions or alterations to existing non-single-family residential structures that require site plan and/or administrative review shall conform to the requirements of this Section. This Article shall be construed consistently with the design and development requirements set forth in other Articles; however, to the extent that there is a conflict between a provision of another Article and this Article, the requirements of this Article shall control.

**2. Building Massing and Form**

- (a) All buildings shall incorporate architectural features, including, but not limited to: arches, arcades, porticos, cornices, peaked rooflines, or towers.
- (b) Building walls over 100 feet in length shall be broken up by varying rooflines, projections, recesses, wall insets, arcades, windows or faux windows, architectural accents, and other details to create rhythm and interest in building facades. Repeating patterns of changes in color, texture, and materials are encouraged.

**3. Facade Materials**

- (a) A minimum of 75% of all building facades, excluding the roof and windows, shall consist of masonry products, such as: brick, cut stone, integral colored split face block, cast stone, limestone, granite, or an equivalent material, as determined by the Planning Commission or the Administrative Review Committee. The use of aluminum metal panel systems may be permitted for buildings located within the Industrial District or an industrial area of a nonresidential district, or for buildings of a high-technology or industrial nature. Aluminum metal panel systems may also be permitted for automobile dealerships. The Planning Commission or Administrative Review Committee may modify the 75% exterior finish requirement, if the proposed project is found to meet the objectives of this Article.
- (b) The remaining maximum 25% of the building facade may utilize other materials such as: fiberglass-reinforced concrete, cement board siding, stucco, polymer plastic

## EXHIBIT 2

(Fypon), or EIFS, provided that such materials do not constitute the base of the building.

- (c) The facade materials for any screening structure, which may be used to screen elevators, stairways, tanks, heating and air conditioning equipment, vents, ducts, pipes, or other similar apparatus, shall complement the facade materials of the principal building.

### 4. Color and Texture

- (a) Variations in color shall be kept to a minimum.
- (b) Building colors shall be in harmony with the surrounding area. Traditional colors, such as: red, subtle earth tones, or neutral colors shall be used for the building facade material. Roof colors shall complement the color of the building facade. The use of high-intensity, metallic, or fluorescent colors is prohibited.
- (c) Accent colors may be permitted if considered by the Planning Commission, or the Administrative Review Committee, to be part of the overall architectural theme for the project.
- (d) Awnings located above windows and doors shall consist of a solid color and shall not incorporate stripes or patterns. Dark colors, such as: dark brown, navy blue, black, maroon, dark green, or dark red, are encouraged. Backlit or underlit awnings are prohibited.
- (e) Simple and uniform texture patterns within the building facade materials are encouraged.

### 5. Roof Design

- (a) Variations in the roofline are required to reduce the scale of the structure and add visual interest.
- (b) Rooftop equipment shall be screened from view by parapet walls or other architectural elements which complement the overall building design.

### 6. Canopies

Overhead canopies for gasoline service stations or other uses shall be designed to be compatible with the architectural characteristics and color of the principal building. Canopies shall incorporate peaked, hipped, or gabled roofs with shingles, support structures which match or simulate the materials of the principal building, and fully recessed lighting fixtures.

### 7. Alterations or Additions to Existing Buildings

- (a) For an alteration proposed to an existing building facade, the entire facade shall be subject to this Article. However, the Planning Commission or the Administrative



## EXHIBIT 2

Review Committee may limit compliance with this Article to only the portion of the building affected by the proposed alteration, provided that the materials and colors of the altered portion of the building complement the materials and colors of the existing unaltered portion of the building.

- (b) For an addition proposed to an existing building, the materials of the existing portion of the building may be utilized for the proposed addition, provided that the following conditions are met:
  - 1) The addition does not exceed one hundred percent (100%) of the existing building floor area.
  - 2) The facade of the existing portion of the building does not consist of materials or colors that would be prohibited under Section 3 or 4 of this Article.
  - 3) All new facades substantially constitute a continuation of the existing facades relative to color, texture, size, height, and location of materials.
  - 4) The visual effect is to make the addition appear as part of the existing building.
- (c) If the alteration or addition is proposed for an existing building located within the Ann Arbor Road Corridor (ARC) District, then the entire building shall be brought into full compliance with this Article. The Planning Commission or the Administrative Review Committee may modify this requirement if the proposed project is found to meet the objectives of the ARC District.

### 8. Façade Modification

The Planning Commission or the Administrative Review Committee may approve alternatives to the exterior building design or materials, provided that the proposed project is found to be consistent with the intent and purpose of this Article.



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

**MEETING DATE:** April 26, 2016

**ITEM:**

**Appointment to Zoning Board of Appeals**

**PRESENTER:** Shannon Price

**OTHER INDIVIDUALS IN ATTENDANCE:**

**EXECUTIVE SUMMARY:**

The role of the ZBA – Zoning Board of Appeals is to provide an avenue of appeal, the state's zoning enabling acts required that any community which adopted a zoning ordinance have a zoning board of appeals. The function of the ZBA was to be a quasi-judicial body, to carry out two principal functions:

1. To hear and decide appeals of administrative decisions made in implementing the zoning ordinance; and
2. To hear and decide requests for variances from the terms of the zoning ordinance.

In addition, the ZBA is occasionally called upon to interpret the provisions of the zoning ordinance Township ZBA is comprised of 5 members and may have up to two alternate members.

The terms of Ray Sturdy is scheduled to expire on June 30, 2016. The Township Supervisor is requesting that Mr. Sturdy be reappointed to the Zoning Board of Appeals for a term of 3 years beginning on July 1, 2016 and expiring on June 30, 2019

**BACKGROUND:**

**ACTION REQUESTED:**

The Township Supervisor is requesting that Mr. Sturdy be reappointed to the Zoning Board of Appeals for a term of 3 years beginning on July 1, 2016 and expiring on June 30, 2019

**BUDGET/TIME-LINE:**

**IMPLEMENTATION PLAN:**

**RECOMMENDATION:**

**MODEL RESOLUTION:** I move to reappointment Ray Sturdy as a member of the Zoning Board of Appeals for a term of 3 years beginning on July 1, 2016 and expiring on June 30, 2019.

**ATTACHMENTS:**

**ARTICLE XXXI**

**ZONING BOARD OF APPEALS**

**SEC. 31.1 MEMBERSHIP, TERMS, REMOVALS**

There shall be a Charter Township of Plymouth Zoning Board of Appeals which shall have five (5) members appointed by the Township Board, subject to the following:

**1. Membership**

One (1) member of the Zoning Board of Appeals shall also be a member of the Charter Township of Plymouth Planning Commission. One (1) member may also be a member of the Township Board. The remaining members shall be selected from among electors residing in the Charter Township of Plymouth. An elected officer of the Township shall not serve as Chair of the Zoning Board of Appeals. An employee or contractor of the Township Board shall not serve as a member or an employee of the Zoning Board of Appeals.

**2. Removal**

Members of the Zoning Board of Appeals may be removed by the Township Board for nonperformance of duty or misconduct in office after written charges have been filed with the Township Clerk, and after public hearing has been held on the charges by the Township Board. Failure of a member to disqualify himself/herself from deliberations and action on any questions, interpretations, appeals or other requests for action in which he/she has a conflict of interest shall constitute misconduct in office.

**3. Term**

The term of each member shall be for three (3) years, except that of the members first appointed, two (2) shall serve for two (2) years and the remaining members for three (3) years. A successor shall be appointed not more than one (1) month after the term of the preceding member has expired. All vacancies for un-expired terms shall be filled for the remainder of the term.

**4. Alternates (as amended 9/30/07)**

Up to (2) alternate members may be appointed to serve on the Zoning Board of Appeals in the same manner as appointments of regular members. An alternate may be called on a rotating basis to serve as a member of the Zoning Board of Appeals, with the same voting rights as a regular member, in the absence of a regular member if the regular member will be unable to attend one (1) or more meetings, or for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. Whenever an alternate serves as a member of the Zoning Board of Appeals on a case, the alternate member shall continue to serve in the case until a final decision is made.



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

**MEETING DATE:** April 26, 2016

**ITEM:**  
**Appointment to Planning Commission**

**PRESENTER:** Shannon Price

**OTHER INDIVIDUALS IN ATTENDANCE:**

**EXECUTIVE SUMMARY:**

The Plymouth Township Code of Ordinances Chapter II, Article 11, Section 02, Appointment and Terms states that the Township Supervisor, with the approval of the Township Board by majority vote, shall appoint all members of the Planning Commission including the Township Board's ex-officio member.

The terms of two members of the Planning Commission, Dennis Siedlaczek and Ray Sturdy, are scheduled to expire on June 30, 2016. Mr. Siedlaczek has indicated that he no longer wishes to serve on the commission. The Township Supervisor is requesting that Mr. Sturdy be reappointed and Mr. James Harb be appointed to the Planning commission for a term of 3 years beginning on July 1, 2016 and expiring on June 30, 2019.

**BACKGROUND:**

**ACTION REQUESTED:** N/A

**BUDGET/TIME-LINE:**

**RECOMMENDATION:**

**MODEL RESOLUTION:** I move to approve the Supervisor's reappointment of Ray Sturdy and appointment of James Harb to the Planning Commission for a term of 3 years effective July 1, 2016 and expiring on June 30, 2019.

**ATTACHMENTS:** Code of Ordinance



**II-11-02. Appointments and Terms.**

(A) The Township Supervisor, with the approval of the Township Board by a majority vote of the members elected and serving, shall appoint all Planning Commission members, including the ex officio member.

(B) The Planning Commission members, other than an ex officio member, shall serve for terms of three years each.

(C) A Planning Commission member shall hold office until his or her successor is appointed. Vacancies shall be filled for the unexpired term in the same manner as the original appointment.

(D) Planning Commission members shall be qualified electors of the township except that one Planning Commission member may be an individual who is not a qualified elector of the township. The membership of the Planning Commission shall be representative of important segments of the community, such as the economic, governmental, educational, and social development of the township, in accordance with the major interests as they exist in the township, such as agriculture, natural resources, recreation, education, public health, government, transportation, industry, and commerce. The membership shall also be representative of the entire geography of the township to the extent practicable.

(E) One member of the Township Board shall be appointed to the Planning Commission as an ex officio member.

(F) An ex officio member has full voting rights. An ex officio member's term on the Planning Commission shall expire with his or her term on the Township Board.

(G) No other elected officer or employee of the township is eligible to be a member of the Planning Commission.

**II-11-03. Removal.**

The Township Board may remove a member of the Planning Commission for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing.

**II-11-04. Conflict of Interest.**

(A) Before casting a vote on a matter on which a Planning Commission member may reasonably be considered to have a conflict of interest, the member shall disclose the potential conflict of interest to the Planning Commission. Failure of a member to disclose a potential conflict of interest as required by this ordinance constitutes malfeasance in office.

(B) For the purposes of this section, ***CONFLICT OF INTEREST*** is defined as follows:



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** April 26, 2016

**ITEM:** 2016 Road Crack Sealing Program

**PRESENTER:** Patrick J. Fellrath, P.E., Director of Public Services

**OTHER INDIVIDUALS IN ATTENDANCE:** George A. Tsakoff, P.E., OHM Advisors  
and/or Rhett Gronevelt, P.E., OHM Advisors

**BACKGROUND:**

See attached memo from OHM Advisors dated April 19, 2016.

**ACTION REQUESTED:** Award Contract

**BUDGET/ACCOUNT NUMBER:** Wayne County Local Initiative for Roads Program

**MODEL RESOLUTION:**

I move to award the 2016 Road Crack Sealing Program to \_\_\_\_\_ in the amount of  
\$ \_\_\_\_\_ and to authorize the execution of the contract documents by the  
Supervisor and Clerk.

**ATTACHMENTS:** Memo dated April 19, 2016; and Program Map

ARCHITECTS. ENGINEERS. PLANNERS.



April 19, 2016

Mr. Patrick Fellrath, PE  
Director of Public Services  
Charter Township of Plymouth  
9955 N. Haggerty Road  
Plymouth, MI 48170

RE: 2016 Crack Sealing Program  
Bid Summary

Dear Mr. Fellrath:

Bids were received for the above referenced project on April 5, 2016 and read aloud at the Township Board Chambers at 3:00 pm local time. A total of five (5) bids were received for the project as follows:

CONTRACTOR NAME	LOCATION	BID AMOUNT
Michigan Joint Sealing, Inc.	Farmington Hills, MI	\$35,876.00
Wolverine Sealcoating, LLC	Jackson, MI	\$37,875.00
Scodeller Construction, Inc.	Wixom, MI	\$50,490.00
Midwest Pavement, Inc.	Milford, MI	\$57,209.00
Carrs Outdoor Services, Inc.	Canton, MI	\$67,450.00

A bid tab summary for the Contractors listed in the above table is also attached to this letter for your reference. The construction budget established for this work is approximately \$75,000 to \$80,000. This construction budget value could vary based on the ultimate scope of crack sealing work to be provided, and the level of contract administration services required by OHM Advisors within the overall project budget of \$100,000. Also please note that the above bid amounts are based on estimated quantities, and the final contract amount would be established based on final quantities installed in the field.

The low bidder on this project, Michigan Joint Sealing located in Farmington Hills, MI performs a significant amount of crack sealing work in southeast Michigan and throughout Wayne County, and has performed recently as a subcontractor on the Country Acres Road SAD and the Woodlore South Road SAD projects providing crack routing and sealing, as well as joint cleaning and sealing. They are a capable Contractor for this project, and we are of the opinion that they can successfully complete the work associated with this contract. Although we are aware that the Township has concerns over past performance on the County Acres Road SAD project related to the crack and joint sealing, which may impact the final Township decision on award to the low bidder.

The second low bidder, Wolverine Sealcoating locating in Jackson, MI apparently has experience with overband crack sealing on asphalt roads, similar to the work associated with this current Township Contract. They are MDOT pre-qualified for overband crack sealing, which is a majority of the work related to this current contract on asphalt roads. Our office has not worked with Wolverine Sealcoating directly, and were not able to obtain direct feedback from the two municipal references that were provided (Ogemaw County near West Branch, MI, and City of Kentwood, MI near Grand Rapids), therefore we cannot provide any other formal feedback on this Contractor. Through conversation with the Contractor after bidding, they did note that a majority of the work they perform are for local Counties within

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34000 PLYMOUTH ROAD  
LIVONIA, MICHIGAN 48150

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**OHM-Advisors.com**





Michigan, although no work has been verified to have been performed within Wayne County or other adjacent counties such as Oakland County or Washtenaw County. It should also be noted that this Contractor provided no unit price or cost allotment for the Site Clean-up bid item in the contract.

The third low bidder, Scodeller Construction located in Wixom, MI performs a significant amount of crack sealing work in southeast Michigan and throughout Wayne County, and has recently performed work within the Ridgewood Hills East Subdivision in the fall of 2015. We have had good experience working with this Contractor in the past, and to our knowledge the work performed for the Township last fall was well received. It should be noted that the bid amount of the 3<sup>rd</sup> low bidder is approximately \$14,000 higher than the low bidder on this project.

Based on the above summary, we recommend that Plymouth Township make their final selection from one of the three low bidders to perform the work outlined in the contract for the 2016 Crack Sealing Program. Although please be aware that OHM Advisors only has direct past experience working with Michigan Joint Sealing and Scodeller Construction. Therefore, selection of the second low bidder would only be recommended if more time were provided to contact additional references and obtain direct feedback related to their past performance, and their ability to perform work within Wayne County (if the Township so desires to pursue that option further).

Please do not hesitate to contact me with any questions.

Sincerely,  
OHM Advisors

A handwritten signature in black ink that reads "George A. Tsakoff".

---

George A. Tsakoff, PE

Encl: Bid Tab

cc: Rhett Gronevelt, PE, OHM Advisors

Tabulation for Bids Received on 4/5/16  
**2016 Road Crack Sealing Program**  
 Charter Twp. of Plymouth, Wayne County, MI  
 OHM Job No.: 0132-15-0021

Michigan Joint Sealing, Inc.  
 28830 W Eight Mile Rd.  
 Suite 103  
 Farmington Hills, MI 48336

Wolverine Sealcoating LLC  
 545 Shirley Dr.  
 Jackson, MI 49202

Soodeller Construction, Inc.  
 51722 Grand River Ave.  
 Wixom, MI 48393

Midwest Pavement  
 Contracting, Inc.  
 2530 E. Buno Rd.  
 Milford, MI 48381

Carrs Outdoor Services Inc.  
 48910 Ford Rd.  
 Canton, MI 48187

Item No.	Description	Estimated Quantity	Phone 248-476-4120		Phone 517-962-4261		Phone 248-374-1102		Phone 248-684-9443		Phone 734-459-8880	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1)	Mobilization Max 5%	1 LS	\$1.00	\$1.00	\$800.00	\$800.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$3,100.00	\$3,100.00
2)	Route and Seal Crack	24500 Ft	\$0.65	\$15,925.00	\$0.55	\$13,475.00	\$1.02	\$24,990.00	\$0.72	\$17,640.00	\$0.80	\$19,600.00
3)	Overband Crack Fill	60000 Ft	\$0.32	\$19,200.00	\$0.38	\$22,800.00	\$0.35	\$21,000.00	\$0.52	\$31,200.00	\$0.70	\$42,000.00
4)	Clean and Reseal Joint	1000 Ft	\$0.65	\$650.00	\$0.80	\$800.00	\$1.50	\$1,500.00	\$1.50	\$1,500.00	\$2.00	\$2,000.00
5)	Site Clean-up	1 LS	\$100.00	\$100.00	\$0.00	\$0.00	\$500.00	\$500.00	\$4,889.00	\$4,889.00	\$750.00	\$750.00
TOTAL BID AMOUNT				<u>\$35,876.00</u>		<u>\$37,875.00</u>		<u>\$50,490.00</u>		<u>\$57,209.00</u>		<u>\$67,450.00</u>

H:\Municipal\_Group Operations\Bid Tabs\Misc\bidtab 0132150021 2016 Rd Crack Sealing.xls]Sheet1

































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

**MEETING DATE:** April 26, 2016

**ITEM:**

**Review and Approve Revised Park Rules for 2016**

**PRESENTER:** Mike Mitchell, Director Parks and Grants

**OTHER INDIVIDUALS IN ATTENDANCE:**

**EXECUTIVE SUMMARY:**

The Park Rules and Regulations have been reviewed and revised based on administrative recommendations. The intent of the rule changes is to clarify current policies and procedures for park patrons and the seasonal park staff. Additionally, reservation procedure changes are requested to streamline and increase the efficiency of reservation change requests.

**BACKGROUND:**

**ACTION REQUESTED:**

**BUDGET/TIME-LINE:**

**IMPLEMENTATION PLAN:**

**RECOMMENDATION:**

**MODEL RESOLUTION:** I move to approve the revised Charter of Plymouth Township Park Rules.

**ATTACHMENTS:**

## CHARTER TOWNSHIP OF PLYMOUTH PARK RULES

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### 1. PURPOSE AND APPLICATION OF RULES

The purpose or objective of the Township Parks is to provide areas 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 its designee. These rules apply to all Township Parks.

### 2. DEFINITIONS

RESIDENT GROUP shall be defined as

a corporation, firm, partnership, association or other legal entity with its registered office located in Plymouth Township; a family outing sponsored by a Plymouth Township resident; a church, scout group, or youth sports group located in Plymouth Township; a Plymouth-Canton private or public school group, scout group, or youth sport group; a formally organized Plymouth Township homeowner's group; or a non-profit Community group or church, including Rotary, Kiwanis, etc., whose membership consists of more than 50% residents of the Plymouth-Canton School District.

NON-RESIDENT GROUP shall be defined as

Any group, company or individual not defined as a resident group, even though an employee of the business or member of the group resides in the Township.

WEEKEND shall be defined as Friday, Saturday or Sunday.

WEEKDAY shall be defined as Monday, Tuesday, Wednesday or Thursday.

HOLIDAY shall be defined as any holiday observed by the Township as stated on the Event Calendar on the Township's web page.

### 3. FEES

Registration and additional fees are set by the Township Board and subject to change without notice. Additional fees may be assessed for violation of these rules due to clean up costs, additional services and damage repair. Current fees are posted at the Division of Public Services, at [www.plymouthtwp.org](http://www.plymouthtwp.org) and can be obtained by calling 734-354-3270 ext. 4.

### 4. PAVILION & SHELTER RESERVATIONS

Pavilion and Shelter use shall be by reservation only.

#### RESERVATION PROCEDURE

Reservations must be made in person only 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:

#### Resident Group:

Reservations by resident groups shall be accepted beginning at 8:00 am 3<sup>rd</sup> (third) Tuesday in January.

#### Non-Resident Group:

Reservations by non-resident groups shall be accepted beginning at 8:00 am the 1<sup>st</sup> (first) Monday in April of each reservation year.

Reservations must be made on the Township form and include payment by check, cash or money order. Misrepresentation of residency may be subject to forfeiture of access to park reservations.

#### RESERVATIONS REQUIRING TOWNSHIP APPROVAL

Reservation of a shelter or pavilion 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.

#### LIMITATIONS ON PARK RESERVATIONS

The intent of the following requirements is to make the park pavilion and shelters available to as many Township Resident Groups as possible.

##### Resident Group:

A Resident Group as defined in this document (see page 1) may reserve a pavilion or shelter as described below:

##### 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.

##### Holiday Reservations

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

##### Non-Resident Group:

A Non-Resident Group may only reserve a pavilion or shelter for one (1) weekend per year and/or one weekday per year.

#### 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 pavilion or 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 SHALL BE GIVEN.**

#### 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 between dawn and dusk (as defined by the National Oceanic and Atmospheric Administration of the United States Department of Commerce for Detroit, Michigan) unless posted otherwise on the Township web site. Park hours are subject to change without prior notification. Exceptions will include all league scheduled activities or those events approved in writing by the Supervisor.

### **6. PROCEDURES FOR SHELTER/PAVILION**

#### EQUIPMENT, CLEAN UP

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 with limited cold storage capabilities that is available for use to those who have rented the pavilion and paid an additional fee. This area must be cleaned and wiped down prior to departure time. Any items left in the refrigerator after use of the pavilion will be disposed of by park staff.

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.

Permittee will be responsible to leave the pavilion, shelter and surrounding grounds clean and orderly. Failure to leave the pavilion or shelter and surrounding grounds in a clean and orderly condition may result in forfeiture of access to park reservations.

#### MAXIMUM CAPACITIES

The maximum capacities of the pavilion and shelters shall not be exceeded. 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 wedding ceremony and receptions or other similar activities are permitted subject to park rules.

**8. ALCOHOL**

The use of alcohol or alcoholic beverages is prohibited unless approved in writing by the Supervisor.

**9. CANCELLATIONS**

**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. NO REFUNDS SHALL BE GIVEN.**

**10. INCLEMENT WEATHER**

To protect the safety of both park patrons and park staff should the National Weather Service issue a severe weather warning the Township will vacate and close the park. No refunds will be given.

**11. CONDUCT**

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 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.

VENDORS

Vendors are allowed for special events upon approval of Township Supervisor or designee.

**12. BANDS, BULLHORNS and OTHER COMMUNICATION SYSTEMS**

Bands, karaoke, bullhorns or P.A. systems, will only be allowed upon written request to the Township Supervisor at least three (3) days in advance of the event.

**13. ANIMALS**

Possession of animals in Township Parks is prohibited under Township ordinance. Violators may be ejected and/or subject to prosecution under the Parks and Playground 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 and cost of repairs.

**15. NO TAPE OR ADHESIVES ON STRUCTURES**

Tape and Adhesives shall not be used to affix anything to the framework of the Pavilions or Shelters. Park users violating this rule may be subject to forfeiture of access to park reservations and cost of repairs. Tape can be used to affix tablecloths and decorations to picnic tables.

**16. MOTOR VEHICLES/PARKING**

MAX. SPEED 5 MILES/HR

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

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. 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.



#### HANDICAPPED PARKING LAWS ENFORCED

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

#### ADDITIONAL PARKING REQUIRED

If parking requirements for your group exceed the parking available at your reserved shelter or pavilion, overflow parking 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 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. 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. Ice fishing is strictly prohibited.

### **20. FIRES/GRILLS**

There shall be no fires except in self-contained grills, stoves or containers specifically designed for such. Cooking under the roof of the either pavilion of 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 and the Lake Pointe Shelter each have a three (3) compartment grill. Deep frying is strictly prohibited.**

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

### **21. NO SMOKING**

The Center for Disease Control and Prevention states that second hand smoke is detrimental to health<sup>11</sup>. Furthermore, cigarettes, once consumed in public spaces, are often discarded on the ground requiring additional maintenance expenses, diminish the beauty of the Township's recreation facilities and pose a risk to toddlers due to ingestion; therefore, smoking is prohibited in all Plymouth Township Parks.

### **22. PAVILION FIREPLACE**

The pavilion fireplace is available for use; however, wood is not provided. Fires must be completely extinguished before you leave. Water may be used to extinguish fires in the fireplace.

### **23. ELECTRICITY**

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<sup>11</sup> "Health Effects of Secondhand Smoke." *Centers for Disease Control and Prevention*. Centers for Disease Control and Prevention, 05 Mar. 2014. Web. 18 Sept. 2014.  
[http://www.cdc.gov/tobacco/data\\_statistics/fact\\_sheets/secondhand\\_smoke/health\\_effects/](http://www.cdc.gov/tobacco/data_statistics/fact_sheets/secondhand_smoke/health_effects/).

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

#### **24. BASEBALL DIAMONDS**

The baseball diamonds are available on a first-come, first-served 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.

#### **25. CANOPY TENTS**

Canopy tents (10'x10') are allowed on a restricted basis. Please speak with a member of the park staff before erecting a canopy tent.

#### **26. 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 – 7:30 pm. 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.

#### **27. SLED HILL**

Sled hill is open during normal park hours. The snow machine may make snow if the outdoor temperature is 25 degrees or below.

##### **Sled Hill Rules and Regulations**

1. Sled Hill is an unsupervised area. Adult supervision is recommended.
2. Creation of ramps or jumps is prohibited.
3. NO glass in this area for your safety and the safety of others.

#### **28. BUS POLICY**

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.

#### **29. DRONES AND OTHER MOTORIZED AERIAL DEVICES**

To ensure the safety of park patrons, the flight of drones or any other motorized aerial device, e.g. model planes or helicopters is strictly prohibited.

**30. EXEMPTIONS FOR TOWNSHIP SPONSORED EVENTS**

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

## TABLE OF RULES AND SUMMARY OF CHANGE

CURRENT RULE NO.	PROPOSED RULE NO.	SUMMARY OF CHANGE
2 Definitions and Holidays	2 Definitions and Holidays	"Resident Group" is redefined to include community groups or churches, e.g. Rotary, Kiwanis, etc., whose membership consists of more than 50% residents of the Plymouth-Canton School District. "Holiday" is redefined as any holiday observed by the Township as stated on the Event Calendar on the Township's web page.
5 Park Hours	5 Park Hours	Park hours are changed from those posted on the Township's web page to "between dawn and dusk (as defined by the National Oceanic and Atmospheric Administration of the United States Department of Commerce for Detroit, Michigan) unless posted otherwise on the Township web site."
6 Procedures for Shelter/Pavilion	6 Procedures for Shelter/Pavilion	Adds that the large pavilion has a commercial refrigerator with limited cold storage capabilities.
8 Alcohol	8 Alcohol	Prohibits the use of alcohol without written approval from the Supervisor



## TABLE OF RULES AND SUMMARY OF CHANGE

9 Cancellations	9 Cancellations	Adds that upon cancellation of a reservation, no deposits will be refunded.
19 Fishing Pond	19 Fishing Pond	Adds provision that ice fishing is strictly prohibited.
20 Fires/Grills	20 Fires/Grills	Adds provision that deep frying is strictly prohibited.
N/A	27 Sled Hill	<p>Adds the following: Sled hill is open during normal park hours. The snow machine may make snow if the outdoor temperature is 25 degrees or below.</p> <p>Sled Hill Rules and Regulations</p> <ol style="list-style-type: none"> <li>1. Sled Hill is an unsupervised area. Adult supervision is recommended.</li> <li>2. Creation of ramps or jumps is prohibited.</li> <li>3. NO glass in this area for your safety and the safety of others.</li> </ol>

## TABLE OF RULES AND SUMMARY OF CHANGE

27 Bus Policy	28 Bus Policy	Renumbered only.
N/A	29 Drones and Other Motorized Aerial Devices	Adds the following: To ensure the safety of park patrons, the flight of drones or any other motorized aerial device, e.g. model planes or helicopters is strictly prohibited.
28 Exemptions for Township Sponsored Events	30 Exemptions for Township Sponsored Events	Renumbered only.



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** April 26, 2016

### **ITEM:** Annual Wayne County Permit Application – Maintenance

**PRESENTER:** Patrick J. Fellrath, P.E., Director of Public Services  
Kevin L. Bennett, Township Attorney

### **BACKGROUND:**

Wayne County requires annual permits for municipalities to restore, sweep, maintain, and/or engage in special events on county-owned roads. The proposed permit submitted by Wayne County has conflicting provisions regarding requiring the Township to indemnify the County for the negligence of the County. Under law, the Township may not indemnify and hold harmless the County for the County's negligence and tortious acts and omissions.

### **ACTION REQUESTED:**

Approve subject to reservation of right to challenge indemnification provisions in permit.

**BUDGET/ACCOUNT NUMBER:** N/A

### **RECOMMENDATION:**

### **MODEL RESOLUTION:**

**I move to approve Resolution 2016-04-26-09 authorizing execution of the Annual Maintenance Permit with Wayne County to allow the Township to work within the Wayne County Road Right-of-Ways and further authorize the Township Supervisor to sign the permit on behalf of the Township with a cover letter reserving the Township's right to challenge the indemnification provisions as beyond the authority of the Township.**

**ATTACHMENTS:** Proposed Wayne County Annual Maintenance Permit and proposed cover letter from Township general counsel reserving the right to challenge the validity of the indemnification provisions in the permit.

HEMMING, POLACZYK, CRONIN,  
WITTHOFF, BENNETT & DEMOPOULOS, P.C.

Counselors at Law  
217 West Ann Arbor Road  
Suite 302  
Plymouth, Michigan 48170

KEVIN L. BENNETT

(734) 453-7877  
FAX (734) 453-1108

kbennett@hpcswb.com

April 12, 2016

To the Wayne County Department of Public Services,  
Permit Administration Office:

Be advised that this office is general counsel for the Charter Township of Plymouth.

Your office has provided a Wayne County Annual Maintenance Permit Package to the Charter Township of Plymouth for the 2016 calendar year. As part of its Permit Package, Wayne County included documents titled "Indemnity and Insurance Attachment" and "Conditions and Limitations of Permits." The two documents appear to conflict with each other with respect to municipalities.

The first sentence of the "Indemnity and Insurance Attachment" purportedly requires that its permit holder indemnify and insure Wayne County against Wayne County's own negligence, which is improper and prohibited on a variety of grounds including the following:

1. The County's demand that it be provided indemnification with respect to the County's own negligence is ultra vires.
2. The County's refusal to issue a permit unless the County is provided with indemnification and insurance for the County's own negligence is contrary to MCL.224.19b(4).
3. The demand that the County be indemnified and insured against its own negligence does not meet the criteria of a reasonable permit requirement that is within the authority of a county road commission under MCL 224.19b(2).
4. The County's demand that it be indemnified against its own negligence is contrary to Michigan Public Policy as expressed in MCL 600.2956 and *Kaiser v Allen*, 481 Mich 31, 37; 746 NW2d 92 (2008), each of which specify that each party is liable only for the portion of damages that reflects that party's negligence only and that one party will not be held liable for the negligence of the other party.



The substantive provision regarding indemnification set forth in the "Conditions and Limitations of Permits" appears to conflict with the above. Such provision only requires the Township to indemnify the County against the Township's own negligence and/or tortious acts and omissions. Such provision is more specific than the provision in the "Indemnity and Insurance Attachment," and would therefore appear to control in the event of a conflict between such provisions.

This letter will confirm that the Charter Township of Plymouth does not agree to any provisions in the permit purporting to require insurance and indemnification with respect to Wayne County's own negligence. The signature on behalf of the Charter Township of Plymouth on the required permit application does not signify an agreement with such insurance or indemnification requirements. The Charter Township of Plymouth reserves the right to challenge any such claims made by Wayne County.

Respectfully,

Kevin L. Bennett

cc: Shannon Price, Supervisor  
Patrick Fellrath, Director of Public Utilities



**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, 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 County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

*The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.*

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

**The Wayne County Department of Public Services shall be a Certificate Holder on the policy of Insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of Insurance.**

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.





## Wayne County Department of Public Services Engineering Division – Permit Office Conditions & Limitations of Permits

**Plan Approval and Specifications:** All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications for Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

**Fees:** The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

**Bond:** The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the 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 the 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 into 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 the permit.

**Insurance:** The Permit Holder 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 shall maintain this insurance until the permit is released, revoked or cancelled by the County.

**Indemnification / Hold Harmless:** Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its 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 to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.

2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

**Permit on Site:** The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

**Notification for Start and Completion of Work:** The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.

2. The Permit Holder shall comply with all requirements of the *Miss Dig Statute, MCL §460.701 et seq.*, as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

**Safety:** The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MICHSA requirements.

**Underground Utilities:** The Permit Holder 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. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. 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 assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

**Assignability:** The permit is neither transferable nor assignable without the written consent of the County.

**Limitation of Permit:** The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

**Access of Other Vehicles:** The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

**Restoration:** The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

**Acceptance:** Acceptance by the County of work performed does not relieve the Permit Holder 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.

**Permit Expiration and Extension of Time:** All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

**Responsibility:** The design, construction, operation and maintenance of all work covered by the 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.

**Revocation:** The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

**Violation:** The County may declare the permit null and void if the Permit Holder violates the terms of the permit. 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 agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the 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.

**Inspection and Testing of Materials:** Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MICHSA Standard Specifications for Construction* as modified by Wayne County Special Provisions, *Standard Plans for Permit Construction* and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

**Design:** The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

**Drainage:** Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

**Permit Holder Compliance:** The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

**MODEL COMMUNITY RESOLUTION  
AUTHORIZING EXECUTION OF  
WAYNE COUNTY PERMITS**

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

At a Regular Meeting of the \_\_\_\_\_ (Name of  
Community Governing Board) on \_\_\_\_\_ (date), the following  
resolution was offered:

**WHEREAS**, the \_\_\_\_\_ (hereinafter the "Community")  
periodically applies to the County of Wayne Department of Public Services, Engineering  
Division Permit Office (hereinafter the "County") for permits to conduct emergency  
repairs, annual maintenance work, and for other purposes on local and County roads  
located entirely within the boundaries of the Community, as needed from time to time to  
maintain the roads in a condition reasonably safe and convenient for public travel;

**WHEREAS**, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits  
and regulates such activities noted above and related temporary road closures;

**NOW THEREFORE, BE IT RESOLVED**, in consideration of the County granting such  
permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as  
a contractor for the Community and not as a contractor or agent of the County. Any  
claims by any contractor or subcontractor will be the sole responsibility of the  
Community. The County shall not be subject to any obligations or liabilities by vendors  
and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or  
indirectly out of its obligations, responsibilities, and duties under the Permit which results  
in claims being asserted against or judgment being imposed against the County, and all  
officers, agents and employees thereof pursuant to a maintenance contract. In the event  
that same occurs, for the purposes of the Permit, it will be considered a breach of the  
Permit thereby giving the County a right to seek and obtain any necessary relief or  
remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires  
insurance on its own or its contractor's behalf, it shall also require that such policy  
include as named insured the County of Wayne and all officers, agents and employees  
thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent  
the County from requiring additional performance security or insurance before issuance  
of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne  
County, provide necessary police supervision, establish detours and post all necessary



signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

**BE IT FURTHER RESOLVED**, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the \_\_\_\_\_  
(name of Community), County of Wayne, Michigan, on \_\_\_\_\_.

#305299-v2

<b>PERMIT OFFICE</b> 33809 MICHIGAN AVE WAYNE, MI 48184 PHONE (734) 595-6504 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION. CALL Various Staff (734) 595-6504, Ext: 2009 FOR INSPECTION



**WAYNE COUNTY**  
**DEPARTMENT OF PUBLIC SERVICES**  
**PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN**

PERMIT No.	
<b>A-16042</b>	
ISSUE DATE	EXPIRES
1/1/2016	12/31/2016
REVIEW No.	WORK ORDER
	78621

PROJECT NAME  
PLYMOUTH TWP. - MAINTENANCE

LOCATION  
VARIOUS ROADS ( )

CITY/TWP  
PLYMOUTH TWP

PERMIT HOLDER  
CHARTER TOWNSHIP OF PLYMOUTH  
9955 N. HAGGERTY ROAD  
PLYMOUTH, MI 48170

CONTRACTOR

CONTACT  
RICHARD REAUME (734) 354-3200

CONTACT  
JOHN HEAVEY (734) 427-3615

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, [www.missdig.org](http://www.missdig.org))

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS FOR THE BELOW ACTIVITIES:

1. SANITARY SEWER INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
2. WATERMAIN INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
3. DUST PALLATIVE, CALCIUM & SALT APPLICATIONS.
4. SIDEWALK REPAIR AND REPLACEMENT.
5. TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY.

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS. ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT. (FAX: 734.595.6356)

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIAL AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED.

<b>FINANCIAL SUMMARY</b> PERMIT FEE \$0.00 PLAN REVIEW FEE \$0.00 PARK FEE \$0.00 OTHER FEE \$0.00 BOND \$0.00 INSPECTION DEPOSIT \$0.00 OTHER BOND \$0.00 TOTAL COSTS \$0.00 TOTAL CHECK AMOUNT \$0.00 CASHIER DATE 1/1/2016	<b>DEPOSITOR</b>  LETTER OF CREDIT DEPOSITO	<b>APPROVED PLANS PREPARED BY</b>  PLANS APPROVED BY DATE PLANS APPROVED 1/1/2016 <b>REQUIRED ATTACHMENTS</b> GENERAL CONDITIONS SCOPE OF WORK AND CONDITIONS FOR MUNICIPAL MAINTENANCE PERMITS INDEMNITY AND INSURANCE ATTACHMENT SAMPLE COMMUNITY RESOLUTION RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT <a href="http://www.waynecounty.com/tpr_engineering_opoffice.htm">www.waynecounty.com/tpr_engineering_opoffice.htm</a>
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In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the 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 the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

**WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES**

RICHARD REAUME  
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

JOHN HEAVEY  
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY Mr. Ali Aljawad

DATE



**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Scope of Work and Conditions Attachment  
For Annual Municipal Maintenance Permits**

The Annual Permit authorizes the municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the facilities listed below that are under its jurisdiction.

**Scope of Work** - The following work is authorized under the Annual Maintenance Permit:

**Sanitary Sewers**

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction

**Water Main and installation of 2" pipe**

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction
2. Water service connection with 2" diameter pipe or less, serving single customer

A separate permit will be required for any operations performed under the following conditions for Water and/or Sanitary related work:

- a. For all water service connections larger than a two inch (2") diameter.
- b. For any water service connection that serves more than one customer.
- c. Whenever work is to be performed in a new subdivision.
- d. For any sanitary sewer service connection.

**Dust Palliative Applications**

1. Dust palliative treatment shall be with calcium magnesium chloride in accordance with Wayne County specifications.
2. The municipality shall designate each road to be treated with dust palliative and pay the Contractor for all materials and service.
3. Prior to the application of Dust Palliative Materials, the Permit Holder shall provide at least seven (7) days notice to the Wayne County Roads Division (313-955-9920) to allow for preparation and inspection of the roads to be treated.

**Sidewalk**

1. Existing sidewalks may be repaired or replaced at existing alignment on existing grade.

A separate permit will be required for the construction of a new sidewalk, for the replacement of an existing sidewalk on a new alignment or grade or for the construction of new sidewalk ramps to the County road.

**Street Sweeping**

1. Street sweeping shall be performed during daylight hours only.
2. All traffic control devices shall conform to the provisions of the current MMUTCD.

**Permit Conditions**

1. A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.
2. Reports indicating all work performed or that no work was performed under the permit shall be provided to the Permit Office at the end of each month.
3. Any work not covered under the annual scope of work and conditions above shall require a separate permit. Refer to the *Wayne County Rules, Specifications and Procedures Construction Permits*.
4. All inspection costs, including overtime, supervision, testing of materials and emergency work, if required, shall be billed to the Permit Holder.

**MODEL COMMUNITY RESOLUTION  
AUTHORIZING EXECUTION OF  
WAYNE COUNTY PERMITS**

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

At a Regular Meeting of the \_\_\_\_\_ Charter Township of Plymouth  
\_\_\_\_\_ (Name of  
Board of Trustees  
Community Governing Board) on \_\_\_\_\_ April 26, 2016 \_\_\_\_\_ (date), the following  
resolution was offered:

**WHEREAS**, the Charter Township of Plymouth (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

**WHEREAS**, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

**NOW THEREFORE, BE IT RESOLVED**, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary



signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

**BE IT FURTHER RESOLVED**, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
<u>Shannon G. Price</u>	<u>Township Supervisor</u>
<u>Patrick J. Fellrath</u>	<u>Director of Public Services</u>
<u>Robert Courter</u>	<u>DPW Foreman</u>

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the \_\_\_\_\_  
(name of Community), County of Wayne, Michigan, on \_\_\_\_\_.

#305298-v2



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** April 26, 2016

### **ITEM:** Annual Wayne County Permit Application – Pavement Restoration

**PRESENTER:** Patrick J. Fellrath, P.E., Director of Public Services  
Kevin L. Bennett, Township Attorney

### **BACKGROUND:**

Wayne County requires annual permits for municipalities to restore, sweep, maintain, and/or engage in special events on county-owned roads. The proposed permit submitted by Wayne County has conflicting provisions regarding requiring the Township to indemnify the County for the negligence of the County. Under law, the Township may not indemnify and hold harmless the County for the County's negligence and tortious acts and omissions.

### **ACTION REQUESTED:**

Approve subject to reservation of right to challenge indemnification provisions in permit.

**BUDGET/ACCOUNT NUMBER:** N/A

### **RECOMMENDATION:**

### **MODEL RESOLUTION:**

**I move to approve Resolution 2016-04-26-10 authorizing execution of the Annual Pavement Restoration Permit with Wayne County to allow the Township to work within the Wayne County Road Right-of-Ways and further authorize the Township Supervisor to sign the permit on behalf of the Township with a cover letter reserving the Township's right to challenge the indemnification provisions as beyond the authority of the Township.**

**ATTACHMENTS:** Proposed Wayne County Annual Pavement Restoration Permit and proposed cover letter from Township general counsel reserving the right to challenge the validity of the indemnification provisions in the permit.

HEMMING, POLACZYK, CRONIN,  
WITTHOFF, BENNETT & DEMOPOULOS, P.C.

Counselors at Law  
217 West Ann Arbor Road  
Suite 302  
Plymouth, Michigan 48170

KEVIN L. BENNETT

(734) 453-7877  
FAX (734) 453-1108

kbennett@hpcswb.com

April 12, 2016

To the Wayne County Department of Public Services,  
Permit Administration Office:

Be advised that this office is general counsel for the Charter Township of Plymouth.

Your office has provided a Wayne County Annual Pavement Restoration Permit Package to the Charter Township of Plymouth for the 2016 calendar year. As part of its Permit Package, Wayne County included documents titled "Indemnity and Insurance Attachment" and "Conditions and Limitations of Permits." The two documents appear to conflict with each other with respect to municipalities.

The first sentence of the "Indemnity and Insurance Attachment" purportedly requires that its permit holder indemnify and insure Wayne County against Wayne County's own negligence, which is improper and prohibited on a variety of grounds including the following:

1. The County's demand that it be provided indemnification with respect to the County's own negligence is ultra vires.
2. The County's refusal to issue a permit unless the County is provided with indemnification and insurance for the County's own negligence is contrary to MCL.224.19b(4).
3. The demand that the County be indemnified and insured against its own negligence does not meet the criteria of a reasonable permit requirement that is within the authority of a county road commission under MCL 224.19b(2).
4. The County's demand that it be indemnified against its own negligence is contrary to Michigan Public Policy as expressed in MCL 600.2956 and *Kaiser v Allen*, 481 Mich 31, 37; 746 NW2d 92 (2008), each of which specify that each party is liable only for the portion of damages that reflects that party's negligence only and that one party will not be held liable for the negligence of the other party.

The substantive provision regarding indemnification set forth in the “Conditions and Limitations of Permits” appears to conflict with the above. Such provision only requires the Township to indemnify the County against the Township’s own negligence and/or tortious acts and omissions. Such provision is more specific than the provision in the “Indemnity and Insurance Attachment,” and would therefore appear to control in the event of a conflict between such provisions.

This letter will confirm that the Charter Township of Plymouth does not agree to any provisions in the permit purporting to require insurance and indemnification with respect to Wayne County’s own negligence. The signature on behalf of the Charter Township of Plymouth on the required permit application does not signify an agreement with such insurance or indemnification requirements. The Charter Township of Plymouth reserves the right to challenge any such claims made by Wayne County.

Respectfully,

Kevin L. Bennett

cc: Shannon Price, Supervisor  
Patrick Fellrath, Director of Public Utilities





**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, 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 County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of Insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

*The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.*

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

**The Wayne County Department of Public Services shall be a Certificate Holder on the policy of Insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.**

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should Insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.





**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Conditions & Limitations of Permits**

**Plan Approval and Specifications:** All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications for Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

**Fees:** The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

**Bond:** The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the 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 the 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 into 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 the permit.

**Insurance:** The Permit Holder 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 shall maintain this insurance until the permit is released, revoked or cancelled by the County.

**Indemnification / Hold Harmless:** Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its 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 to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.

2. To the extent allowed by law, the Municipality, as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, serious acts, errors, or omissions, shall the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

**Permit on Site:** The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

**Notification for Start and Completion of Work:** The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.

2. The Permit Holder shall comply with all requirements of the *Miss Dig Statute, MCL §460.701 et seq.*, as amended. The Permit Holder shall call "MISS DIG" at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

**Safety:** The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

**Underground Utilities:** The Permit Holder 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. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. 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 assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

**Assignability:** The permit is neither transferable nor assignable without the written consent of the County.

**Limitation of Permit:** The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

**Access of Other Vehicles:** The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and damage restored.

**Restoration:** The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

**Acceptance:** Acceptance by the County of work performed does not relieve the Permit Holder 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.

**Permit Expiration and Extension of Time:** All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

**Responsibility:** The design, construction, operation and maintenance of all work covered by the 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.

**Revocation:** The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

**Violation:** The County may declare the permit null and void if the Permit Holder violates the terms of the permit. 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 agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the 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.

**Inspection and Testing of Materials:** Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOT Standard Specifications for Construction* as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

**Design:** The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

**Drainage:** Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

**Permit Holder Compliance:** The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

**MODEL COMMUNITY RESOLUTION  
AUTHORIZING EXECUTION OF  
WAYNE COUNTY PERMITS**

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

At a Regular Meeting of the \_\_\_\_\_ (Name of  
Community Governing Board) on \_\_\_\_\_ (date), the following  
resolution was offered:

**WHEREAS**, the \_\_\_\_\_ (hereinafter the "Community")  
periodically applies to the County of Wayne Department of Public Services, Engineering  
Division Permit Office (hereinafter the "County") for permits to conduct emergency  
repairs, annual maintenance work, and for other purposes on local and County roads  
located entirely within the boundaries of the Community, as needed from time to time to  
maintain the roads in a condition reasonably safe and convenient for public travel;

**WHEREAS**, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits  
and regulates such activities noted above and related temporary road closures;

**NOW THEREFORE, BE IT RESOLVED**, in consideration of the County granting such  
permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as  
a contractor for the Community and not as a contractor or agent of the County. Any  
claims by any contractor or subcontractor will be the sole responsibility of the  
Community. The County shall not be subject to any obligations or liabilities by vendors  
and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or  
indirectly out of its obligations, responsibilities, and duties under the Permit which results  
in claims being asserted against or judgment being imposed against the County, and all  
officers, agents and employees thereof pursuant to a maintenance contract. In the event  
that same occurs, for the purposes of the Permit, it will be considered a breach of the  
Permit thereby giving the County a right to seek and obtain any necessary relief or  
remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires  
insurance on its own or its contractor's behalf, it shall also require that such policy  
include as named insured the County of Wayne and all officers, agents and employees  
thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent  
the County from requiring additional performance security or insurance before issuance  
of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne  
County, provide necessary police supervision, establish detours and post all necessary



signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

**BE IT FURTHER RESOLVED**, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the \_\_\_\_\_  
(name of Community), County of Wayne, Michigan, on \_\_\_\_\_.

#305299-v2

**PERMIT OFFICE**  
33809 MICHIGAN AVE  
WAYNE, MI 48184  
PHONE (734) 595-6504  
FAX (734) 595-6356

72 HOURS BEFORE ANY  
CONSTRUCTION, CALL  
Various Staff  
(734) 595-6504, Ext. 2009  
FOR INSPECTION



**WAYNE COUNTY**  
**DEPARTMENT OF PUBLIC SERVICES**  
**PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN**

PERMIT No.

**A-16097**

ISSUE DATE

**1/1/2016**

EXPIRES

**12/31/2016**

REVIEW No.

WORK ORDER

**79337**

PROJECT NAME  
**PLYMOUTH TWP - PAVEMENT RESTORATION**

LOCATION  
**VARIOUS**

CITY/TWP  
**PLYMOUTH TWP**

PERMIT HOLDER

**CHARTER TOWNSHIP OF PLYMOUTH**  
**9955 N. HAGGERTY ROAD**  
**PLYMOUTH, MI 48170**

CONTRACTOR

CONTACT

**RICHARD REAUME**

**(734) 354-3200**

CONTACT

**<BLANK>**

DESCRIPTION OF PERMITTED ACTIVITY

**(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)**

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL.

THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY.

FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER ON A MONTHLY BASIS.

ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES.  
[HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THE CONDITIONS OF THIS PERMIT.

<b>FINANCIAL SUMMARY</b>		<b>DEPOSITOR</b>	<b>APPROVED PLANS PREPARED BY</b>
PERMIT FEE	\$0.00		
PLAN REVIEW FEE	\$0.00		
PARK FEE	\$0.00		
OTHER FEE	\$0.00		
BOND	\$0.00		
INSPECTION DEPOSIT	\$0.00		
OTHER BOND	\$0.00		
TOTAL COSTS	\$0.00		
<b>TOTAL CHECK AMOUNT \$0.00</b>		<b>LETTER OF CREDIT DEPOSIT</b>	<b>PLANS APPROVED BY</b> <b>DATE PLANS APPROVED</b>
<b>CASHIER</b>	<b>DATE</b>		<b>1/1/2016</b>
	<b>1/1/2016</b>		
			<b>REQUIRED ATTACHMENTS</b>
			<b>GENERAL CONDITIONS</b>
			<b>INDEMNITY AND INSURANCE ATTACHMENT</b>
			<b>RULES, SPECIFICATIONS AND PROCEDURES</b>
			<b>FOR PERMIT CONSTRUCTION - AVAILABLE</b>
			<b>ONLINE AT</b>
			<a href="http://www.waynecounty.com/dps_engineering_cpo/office.htm">www.waynecounty.com/dps_engineering_cpo/office.htm</a>

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the 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 the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

**WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES**

**RICHARD REAUME**  
**PERMIT HOLDER / AUTHORIZED AGENT**

**DATE**

**PREPARED BY**

**<BLANK>**  
**CONTRACTOR / AUTHORIZED AGENT**

**DATE**

**VALIDATED BY** **Mr. Ali Aljawad**

**DATE**

**MODEL COMMUNITY RESOLUTION  
AUTHORIZING EXECUTION OF  
WAYNE COUNTY PERMITS**

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

At a Regular Meeting of the \_\_\_\_\_ Charter Township of Plymouth  
\_\_\_\_\_ (Name of  
Board of Trustees  
Community Governing Board) on \_\_\_\_\_ April 26, 2016 \_\_\_\_\_ (date), the following  
resolution was offered:

**WHEREAS**, the Charter Township of Plymouth (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

**WHEREAS**, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

**NOW THEREFORE, BE IT RESOLVED**, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary



signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

**BE IT FURTHER RESOLVED**, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
<u>Shannon G. Price</u>	<u>Township Supervisor</u>
<u>Patrick J. Fellrath</u>	<u>Director of Public Services</u>
<u>Robert Courter</u>	<u>DPW Foreman</u>

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the \_\_\_\_\_  
(name of Community), County of Wayne, Michigan, on \_\_\_\_\_.

#305299-v2



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** April 26, 2016

### **ITEM:** Annual Wayne County Permit Application – Special Events

**PRESENTER:** Patrick J. Fellrath, P.E., Director of Public Services  
Kevin L. Bennett, Township Attorney

### **BACKGROUND:**

Wayne County requires annual permits for municipalities to restore, sweep, maintain, and/or engage in special events on county-owned roads. The proposed permit submitted by Wayne County has conflicting provisions regarding requiring the Township to indemnify the County for the negligence of the County. Under law, the Township may not indemnify and hold harmless the County for the County's negligence and tortious acts and omissions.

### **ACTION REQUESTED:**

Approve subject to reservation of right to challenge indemnification provisions in permit.

**BUDGET/ACCOUNT NUMBER:** N/A

### **RECOMMENDATION:**

### **MODEL RESOLUTION:**

**I move to approve Resolution 2016-04-26-11, authorizing execution of the Annual Special Events Permit with Wayne County to allow the Township to work within the Wayne County Road Right-of-Ways and further authorize the Township Supervisor to sign the permit on behalf of the Township with a cover letter reserving the Township's right to challenge the indemnification provisions as beyond the authority of the Township.**

**ATTACHMENTS:** Proposed Wayne County Annual Special Events Permit and proposed cover letter from Township general counsel reserving the right to challenge the validity of the indemnification provisions in the permit.

HEMMING, POLACZYK, CRONIN,  
WITTHOFF, BENNETT & DEMOPOULOS, P.C.

Counselors at Law  
217 West Ann Arbor Road  
Suite 302  
Plymouth, Michigan 48170

KEVIN L. BENNETT

(734) 453-7877  
FAX (734) 453-1108

kbennett@hpcswb.com

April 12, 2016

To the Wayne County Department of Public Services,  
Permit Administration Office:

Be advised that this office is general counsel for the Charter Township of Plymouth.

Your office has provided a Wayne County Annual Special Events Permit Package to the Charter Township of Plymouth for the 2016 calendar year. As part of its Permit Package, Wayne County included documents titled "Indemnity and Insurance Attachment" and "Conditions and Limitations of Permits." The two documents appear to conflict with each other with respect to municipalities.

The first sentence of the "Indemnity and Insurance Attachment" purportedly requires that its permit holder indemnify and insure Wayne County against Wayne County's own negligence, which is improper and prohibited on a variety of grounds including the following:

1. The County's demand that it be provided indemnification with respect to the County's own negligence is ultra vires.
2. The County's refusal to issue a permit unless the County is provided with indemnification and insurance for the County's own negligence is contrary to MCL.224.19b(4).
3. The demand that the County be indemnified and insured against its own negligence does not meet the criteria of a reasonable permit requirement that is within the authority of a county road commission under MCL 224.19b(2).
4. The County's demand that it be indemnified against its own negligence is contrary to Michigan Public Policy as expressed in MCL 600.2956 and *Kaiser v Allen*, 481 Mich 31, 37; 746 NW2d 92 (2008), each of which specify that each party is liable only for the portion of damages that reflects that party's negligence only and that one party will not be held liable for the negligence of the other party.

The substantive provision regarding indemnification set forth in the “Conditions and Limitations of Permits” appears to conflict with the above. Such provision only requires the Township to indemnify the County against the Township’s own negligence and/or tortious acts and omissions. Such provision is more specific than the provision in the “Indemnity and Insurance Attachment,” and would therefore appear to control in the event of a conflict between such provisions.

This letter will confirm that the Charter Township of Plymouth does not agree to any provisions in the permit purporting to require insurance and indemnification with respect to Wayne County’s own negligence. The signature on behalf of the Charter Township of Plymouth on the required permit application does not signify an agreement with such insurance or indemnification requirements. The Charter Township of Plymouth reserves the right to challenge any such claims made by Wayne County.

Respectfully,

Kevin L. Bennett

cc: Shannon Price, Supervisor  
Patrick Fellrath, Director of Public Utilities





**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, 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 County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

*The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.*

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

**The Wayne County Department of Public Services shall be a Certificate Holder on the policy of Insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.**

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.





**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Conditions & Limitations of Permits**

**Plan Approval and Specifications:** All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications for Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

**Fees:** The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

**Bond:** The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable in the County to guarantee performance under the conditions of the 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 the 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 into 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 the permit.

**Insurance:** The Permit Holder 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 shall maintain this insurance until the permit is released, revoked or cancelled by the County.

**Indemnification / Hold Harmless:** Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments in 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 to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.

2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

**Permit on Site:** The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

**Notification for Start and Completion of Work:** The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, in the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.

2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 953-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

**Safety:** The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MICHSA requirements.

**Underground Utilities:** The Permit Holder 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. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. 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 assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

**Assignability:** The permit is neither transferable nor assignable without the written consent of the County.

**Limitation of Permit:** The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and bores of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

**Access of Other Vehicles:** The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signage and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

**Restoration:** The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

**Acceptance:** Acceptance by the County of work performed does not relieve the Permit Holder 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.

**Permit Expiration and Extension of Time:** All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

**Responsibility:** The design, construction, operation and maintenance of all work covered by the 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.

**Revocation:** The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

**Violation:** The County may declare the permit null and void if the Permit Holder violates the terms of the permit. 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 agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the 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.

**Inspection and Testing of Materials:** Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOT Standard Specifications for Construction* as modified by Wayne County Special Provisions, *Standard Plans for Permit Construction* and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

**Design:** The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

**Drainage:** Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

**Permit Holder Compliance:** The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

**MODEL COMMUNITY RESOLUTION  
AUTHORIZING EXECUTION OF  
WAYNE COUNTY PERMITS**

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

At a Regular Meeting of the \_\_\_\_\_ (Name of  
Community Governing Board) on \_\_\_\_\_ (date), the following  
resolution was offered:

**WHEREAS**, the \_\_\_\_\_ (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

**WHEREAS**, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

**NOW THEREFORE, BE IT RESOLVED**, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary



signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

**BE IT FURTHER RESOLVED**, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the \_\_\_\_\_  
(name of Community), County of Wayne, Michigan, on \_\_\_\_\_.

#305299-v2

PERMIT OFFICE  
33809 MICHIGAN AVE  
WAYNE, MI 48184  
PHONE (734) 595-6504  
FAX (734) 595-6356

72 HOURS BEFORE ANY  
CONSTRUCTION. CALL  
Various Staff  
(734) 595-8504, Ext: 2009  
FOR INSPECTION



WAYNE COUNTY  
DEPARTMENT OF PUBLIC SERVICES  
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No

**A-16087**

ISSUE DATE

1/1/2016

EXPIRES

12/31/2016

REVIEW No.

WORK ORDER

79681

PROJECT NAME  
PLYMOUTH TWP. - SPECIAL EVENTS

LOCATION  
VARIOUS

CITY/TWP  
PLYMOUTH TWP

PERMIT HOLDER  
PLYMOUTH TOWNSHIP  
9955 N. HAGGERTY ROAD  
PLYMOUTH TWP, MI 481704673

CONTRACTOR

CONTACT  
REAUME

CONTACT  
<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, [www.missdig.org](http://www.missdig.org))

TO ALLOW TEMPORARY CLOSURE OF CERTAIN LOCAL AND COUNTY ROADS FOR A SPECIFIED PERIOD OF TIME IN ACCORDANCE WITH ALL GENERAL AND SPECIAL CONDITIONS OF THIS PERMIT.

REFER TO ATTACHEMENT: ANNUAL SPECIAL EVENTS PERMIT FOR MUNICIPALITIES TO CONDUCT PARADES, BLOCK PARTIES, MARATHONS, CELEBRATIONS AND FESTIVALS.

PERMIT TO INSTALL BANNERS WITHIN THE COUNTY ROAD RIGHT-OF-WAY.  
PLEASE REFER TO ATTACHMENT: ANNUAL PERMIT FOR MUNICIPAL BANNERS

PERMIT HOLDER SHOULD CONTACT/INFORM THE LOCAL POLICE, HOSPITAL, FIRE MARSHAL, SCHOOL AND ANY OTHER LOCAL AGENCIES ARE/MAY BE AFFECTED BY THIS ROAD CLOSURE THREE (3) BUSINESS DAYS PRIOR TO SCHEDULED CLOSURE.

THE PERMIT HOLDER SHOULD CONTACT THE WAYNE COUNTY TRAFFIC OFFICE AT (734) 855-2154 THREE (3) WORKING DAYS PRIOR TO ANY CLOSURE.

THE CONTRACTOR/PERMIT HOLDER WILL SET UP AND MAINTAIN ALL BARRICADING AND SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ([HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)) AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE	\$0.00		
PLAN REVIEW FEE	\$0.00		
PARK FEE	\$0.00		
OTHER FEE	\$0.00		
BOND	\$0.00		
INSPECTION DEPOSIT	\$0.00		
OTHER BOND	\$0.00		
TOTAL COSTS	\$0.00	LETTER OF CREDIT DEPOSIT	
TOTAL CHECK AMOUNT			
CASHIER	DATE		
	1/1/2016		

PLANS APPROVED BY	DATE PLANS APPROVED
	1/1/2016

REQUIRED ATTACHMENTS  
GENERAL CONDITIONS  
ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES  
ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES  
SAMPLE COMMUNITY RESOLUTION  
RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT  
[www.waynecounty.com/dps\\_engineering\\_cpoffice.htm](http://www.waynecounty.com/dps_engineering_cpoffice.htm)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the 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 the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

REAUME  
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>  
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY Mr. Ali Aljawad

DATE



**MODEL COMMUNITY RESOLUTION  
AUTHORIZING EXECUTION OF  
WAYNE COUNTY PERMITS**

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

At a Regular Meeting of the Charter Township of Plymouth  
Board of Trustees (Name of  
Community Governing Board) on April 26, 2016 (date), the following  
resolution was offered:

**WHEREAS**, the Charter Township of Plymouth (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

**WHEREAS**, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

**NOW THEREFORE, BE IT RESOLVED**, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

**BE IT FURTHER RESOLVED**, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
<u>Shannon G. Price</u>	<u>Township Supervisor</u>
<u>Patrick J. Fellrath</u>	<u>Director of Public Services</u>
<u>Robert Courter</u>	<u>DPW Foreman</u>

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the \_\_\_\_\_  
(name of Community), County of Wayne, Michigan, on \_\_\_\_\_.

#305289-v2



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** April 26, 2016

### **ITEM:** Annual Wayne County Permit Application – Street Sweeping

**PRESENTER:** Patrick J. Fellrath, P.E., Director of Public Services  
Kevin L. Bennett, Township Attorney

### **BACKGROUND:**

Wayne County requires annual permits for municipalities to restore, sweep, maintain, and/or engage in special events on county-owned roads. The proposed permit submitted by Wayne County has conflicting provisions regarding requiring the Township to indemnify the County for the negligence of the County. Under law, the Township may not indemnify and hold harmless the County for the County's negligence and tortious acts and omissions.

### **ACTION REQUESTED:**

Approve subject to reservation of right to challenge indemnification provisions in permit.

**BUDGET/ACCOUNT NUMBER:** N/A

### **RECOMMENDATION:**

### **MODEL RESOLUTION:**

**I move to approve Resolution 2016-04-26-12, authorizing execution of the Annual Street Sweeping Permit with Wayne County to allow the Township to work within the Wayne County Road Right-of-Ways and further authorize the Township Supervisor to sign the permit on behalf of the Township with a cover letter reserving the Township's right to challenge the indemnification provisions as beyond the authority of the Township.**

**ATTACHMENTS:** Proposed Wayne County Annual Street Sweeping Permit and proposed cover letter from Township general counsel reserving the right to challenge the validity of the indemnification provisions in the permit.

HEMMING, POLACZYK, CRONIN,  
WITTHOFF, BENNETT & DEMOPOULOS, P.C.

Counselors at Law  
217 West Ann Arbor Road  
Suite 302  
Plymouth, Michigan 48170

KEVIN L. BENNETT

(734) 453-7877  
FAX (734) 453-1108

kbennett@hpcswb.com

April 12, 2016

To the Wayne County Department of Public Services,  
Permit Administration Office:

Be advised that this office is general counsel for the Charter Township of Plymouth.

Your office has provided a Wayne County Annual Street Sweeping Permit Package to the Charter Township of Plymouth for the 2016 calendar year. As part of its Permit Package, Wayne County included documents titled "Indemnity and Insurance Attachment" and "Conditions and Limitations of Permits." The two documents appear to conflict with each other with respect to municipalities.

The first sentence of the "Indemnity and Insurance Attachment" purportedly requires that its permit holder indemnify and insure Wayne County against Wayne County's own negligence, which is improper and prohibited on a variety of grounds including the following:

1. The County's demand that it be provided indemnification with respect to the County's own negligence is ultra vires.
2. The County's refusal to issue a permit unless the County is provided with indemnification and insurance for the County's own negligence is contrary to MCL.224.19b(4).
3. The demand that the County be indemnified and insured against its own negligence does not meet the criteria of a reasonable permit requirement that is within the authority of a county road commission under MCL 224.19b(2).
4. The County's demand that it be indemnified against its own negligence is contrary to Michigan Public Policy as expressed in MCL 600.2956 and *Kaiser v Allen*, 481 Mich 31, 37; 746 NW2d 92 (2008), each of which specify that each party is liable only for the portion of damages that reflects that party's negligence only and that one party will not be held liable for the negligence of the other party.



The substantive provision regarding indemnification set forth in the “Conditions and Limitations of Permits” appears to conflict with the above. Such provision only requires the Township to indemnify the County against the Township’s own negligence and/or tortious acts and omissions. Such provision is more specific than the provision in the “Indemnity and Insurance Attachment,” and would therefore appear to control in the event of a conflict between such provisions.

This letter will confirm that the Charter Township of Plymouth does not agree to any provisions in the permit purporting to require insurance and indemnification with respect to Wayne County’s own negligence. The signature on behalf of the Charter Township of Plymouth on the required permit application does not signify an agreement with such insurance or indemnification requirements. The Charter Township of Plymouth reserves the right to challenge any such claims made by Wayne County.

Respectfully,

Kevin L. Bennett

cc: Shannon Price, Supervisor  
Patrick Fellrath, Director of Public Utilities



**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, 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 County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of Insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

*The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.*

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

**The Wayne County Department of Public Services shall be a Certificate Holder on the policy of Insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of Insurance.**

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.





**Wayne County Department of Public Services  
Engineering Division – Permit Office  
Conditions & Limitations of Permits**

**Plan Approval and Specifications:** All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications for Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

**Fees:** The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

**Bond:** The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the 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 the 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 into 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 the permit.

**Insurance:** The Permit Holder 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 shall maintain this insurance until the permit is released, revoked or cancelled by the County.

**Indemnification / Hold Harmless:** Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies in Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments in 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 to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.

2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

**Permit on Site:** The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

**Notification for Start and Completion of Work:** The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.

2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

**Safety:** The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

**Underground Utilities:** The Permit Holder 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. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. 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 assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

**Assignability:** The permit is neither transferable nor assignable without the written consent of the County.

**Limitation of Permit:** The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and boers of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

**Access of Other Vehicles:** The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and damage restored.

**Restoration:** The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

**Acceptance:** Acceptance by the County of work performed does not relieve the Permit Holder 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.

**Permit Expiration and Extension of Time:** All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of recs, bonds, deposits and insurance requirements.

**Responsibility:** The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widening or similar facilities which become part of the County roadway.

**Revocation:** The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

**Violation:** The County may declare the permit null and void if the Permit Holder violates the terms of the permit. 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 agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the 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.

**Inspection and Testing of Materials:** Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOT Standard Specifications for Construction* as modified by Wayne County Special Provisions, *Standard Plans for Permit Construction* and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

**Design:** The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

**Drainage:** Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

**Permit Holder Compliance:** The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

**MODEL COMMUNITY RESOLUTION  
AUTHORIZING EXECUTION OF  
WAYNE COUNTY PERMITS**

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

At a Regular Meeting of the \_\_\_\_\_ (Name of  
Community Governing Board) on \_\_\_\_\_ (date), the following  
resolution was offered:

**WHEREAS**, the \_\_\_\_\_ (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

**WHEREAS**, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

**NOW THEREFORE, BE IT RESOLVED**, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary



signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

**BE IT FURTHER RESOLVED**, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the \_\_\_\_\_  
(name of Community), County of Wayne, Michigan, on \_\_\_\_\_.

#305298-v2

PERMIT OFFICE  
33809 MICHIGAN AVE  
WAYNE, MI 48184  
PHONE (734) 595-6504  
FAX (734) 595-6356

72 HOURS BEFORE ANY  
CONSTRUCTION. CALL  
Various Staff  
(734) 595-6504, Ext: 2009  
FOR INSPECTION



WAYNE COUNTY  
DEPARTMENT OF PUBLIC SERVICES

PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.

**A-16090**

ISSUE DATE

1/1/2016

EXPIRES

12/31/2016

REVIEW No.

WORK ORDER

79609

PROJECT NAME  
PLYMOUTH TWP - STREET SWEEPING

LOCATION

VARIOUS ROADS ( )

CITY/TWP

PLYMOUTH TWP

PERMIT HOLDER

CHARTER TOWNSHIP OF PLYMOUTH  
9955 N. HAGGERTY ROAD  
PLYMOUTH, MI 48170

CONTRACTOR

CONTACT

RICHARD REAUME

(734) 354-3200

CONTACT

<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY

(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, [www.missdig.org](http://www.missdig.org))

TO PERFORM STREET SWEEPING OPERATIONS WITHIN THE R.O.W. OF ROADS UNDER THE JURISDICTION OF WAYNE COUNTY DURING DAYLIGHT HOURS ONLY.

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

FINANCIAL SUMMARY

PERMIT FEE	\$0.00
PLAN REVIEW FEE	\$0.00
PARK FEE	\$0.00
OTHER FEE	\$0.00
BOND	\$0.00
INSPECTION DEPOSIT	\$0.00
OTHER BOND	\$0.00
TOTAL COSTS	\$0.00

DEPOSITOR

LETTER OF CREDIT DEPOSITOR

APPROVED PLANS PREPARED BY

PLANS APPROVED BY

DATE PLANS APPROVED

1/1/2016

REQUIRED ATTACHMENTS  
GENERAL CONDITIONS

RULES, SPECIFICATIONS AND PROCEDURES  
FOR PERMIT CONSTRUCTION - AVAILABLE  
ONLINE AT

[www.waynecounty.com/dps\\_engineering\\_cpoffice.htm](http://www.waynecounty.com/dps_engineering_cpoffice.htm)

TOTAL CHECK AMOUNT

\$0.00

CASHIER

DATE

1/1/2016

(PERMIT VALID ONLY IF ACCOMPANIED  
BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the 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 the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

RICHARD REAUME  
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY Mr. Ali Aljawad

DATE

**MODEL COMMUNITY RESOLUTION  
AUTHORIZING EXECUTION OF  
WAYNE COUNTY PERMITS**

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

At a Regular Meeting of the Charter Township of Plymouth  
Board of Trustees (Name of  
Community Governing Board) on April 26, 2016 (date), the following  
resolution was offered:

**WHEREAS**, the Charter Township of Plymouth (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

**WHEREAS**, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

**NOW THEREFORE, BE IT RESOLVED**, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

**BE IT FURTHER RESOLVED**, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
<u>Shannon G. Price</u>	<u>Township Supervisor</u>
<u>Patrick J. Fellrath</u>	<u>Director of Public Services</u>
<u>Robert Courter</u>	<u>DPW Foreman</u>

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the \_\_\_\_\_  
(name of Community), County of Wayne, Michigan, on \_\_\_\_\_

#305299-v2



Charter Township of Plymouth  
April 26, 2016  
Board Meeting Date

4/26/2016	
Batch ID	
Check Date	
	TOTAL
GENERAL FUND(101)	239,885.20
SWD(226)	686.48
IMPROV. REV.(246)	212.00
DRUG FORFEITURE(265)	1,236.76
GOLF COURSE FUND - (510)	845.16
WATER/SEWER(592)	330,186.34
TRUST& AGENCY(701)	-
POLICE BOND FUND (702)	8,557.00
TAX POOL(703)	-
SPECIAL ASSESS CAPITAL (805)	2,870.74
	-
TOTAL	584,479.68

# **Charter Township of Plymouth AP Invoice Listing - Board Report**

**ENDOR INFORMATION****INVOICE INFORMATION****ORCHARD, HILTZ, & MCCLIMENT, INC.**

Contract Documents &amp; Bidding

101-446-818.000

2016 Road Crack Sealing Program -176980

**Invoice Amount: \$1,584.25****Check Date: 04/27/2016**

1,584.25

**PRIORITY ONE EMERGENCY**

Radio Repairs

101-336-851.000

Motorola conversion Kit and Mag mic clip

**Invoice Amount: \$558.00****Check Date: 04/27/2016**

558.00

**TOWN LOCKSMITH**

Maintenance Building Lock Cylinder Rekey

101-691-931.000

Service Trip and Labor

101-691-931.000

7186 CSa 1 1/8" Mortise cyl

**Invoice Amount: \$112.00****Check Date: 04/27/2016**

85.00

27.00

**IRON MOUNTAIN**

April 2016 Storage

101-215-727.000

April 2016 Storage

**Invoice Amount: \$157.00****Check Date: 04/27/2016**

157.00

**MICHIGAN METER TECHNOLOGY GRP INC**

Register heads

592-172-780.000

6" ecoder pit register

**Invoice Amount: \$740.00****Check Date: 04/27/2016**

740.00

**MICHIGAN METER TECHNOLOGY GRP INC**

Quote 6985 dated 3/7/16

592-172-780.000

6" Pro Auto register pit

592-172-780.000

R900 Wall MIU

592-172-780.000

Magnet activation device

**Invoice Amount: \$288.00****Check Date: 04/27/2016**

79.00

198.00

11.00

**OFFICE DEPOT**

Office supplies

592-172-727.000

Clipboard

101-400-727.000

Hanging folder

592-172-727.000

Report covers

592-172-727.000

Rubber bands

**Invoice Amount: \$151.40****Check Date: 04/27/2016**

16.95

81.18

31.49

21.78

**OFFICE DEPOT**

supplies for SOP Manuals

101-336-727.000

Samsill Binders #SAM18587

101-336-727.000

Avery Dividers #990135

**Invoice Amount: \$117.93****Check Date: 04/27/2016**

32.97

84.96

**OFFICE DEPOT**

Office Supplies

101-691-727.000

Office Chairs

101-691-727.000

Storage boxes

101-691-727.000

Scissors

101-691-727.000

Correction tape

101-100-123.000

Correction tape-Friendship Station

101-691-727.000

Highlighters

101-691-727.000

Writing pads

101-171-727.000

Office Pens

101-171-727.000

Label maker tape

101-209-727.000

Desk Calcuators

101-171-727.000

Copy paper

101-100-123.000

Copy paper-Friendship Station

101-171-727.000

AAA batteries

101-171-727.000

Index Tabls

101-171-727.000

File folders

101-171-727.000

Calculator Tape

**Invoice Amount: \$611.92****Check Date: 04/27/2016**

359.97

7.56

14.79

6.48

6.48

2.34

2.79

12.08

29.69

25.17

37.46

37.46

9.66

20.46

34.99

4.54

**Charter Township of Plymouth  
AP Invoice Listing - Board Report**

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**ENDOR INFORMATION**

**INVOICE INFORMATION**

<b>BLACKWELL FORD INC.</b>			<b>Invoice Amount:</b>	<b>\$36.95</b>
Oil Change for Chiefs Car			<b>Check Date:</b>	<b>04/27/2016</b>
	101-336-863.000	Oil change		36.95
<b>OFFICE DEPOT</b>			<b>Invoice Amount:</b>	<b>\$1,675.20</b>
Office Supplies			<b>Check Date:</b>	<b>04/27/2016</b>
	101-215-727.000	OFFICE SUPPLIES		1,675.20
<b>OFFICE DEPOT</b>			<b>Invoice Amount:</b>	<b>\$10.78</b>
Office Supplies			<b>Check Date:</b>	<b>04/27/2016</b>
	101-215-727.000	OFFICE SUPPLIES		10.78
<b>PRINTING SYSTEMS INC</b>			<b>Invoice Amount:</b>	<b>\$1,315.25</b>
Utility bills			<b>Check Date:</b>	<b>04/27/2016</b>
	592-172-727.000	Post card utility bills - 1,000 per bo		1,175.00
	592-172-727.000	Composition charge		50.00
	592-172-727.000	Shipping Charges		90.25
<b>AIRGAS USA, LLC</b>			<b>Invoice Amount:</b>	<b>\$77.21</b>
OSHA Requirements			<b>Check Date:</b>	<b>04/27/2016</b>
	592-172-781.000	Safety glasses		17.31
	592-172-781.000	Safety glasses (over-the-glasses)		18.30
	592-172-781.000	Headgear ratchet		11.18
	592-172-781.000	Welders gloves		21.90
	592-172-781.000	Faceshield		8.52
<b>SEHI COMPUTER PRODUCTS</b>			<b>Invoice Amount:</b>	<b>\$409.26</b>
Laser Jet Cartridges			<b>Check Date:</b>	<b>04/27/2016</b>
	101-171-727.000	CF280X		139.42
	101-171-727.000	CF280XD		263.84
	101-171-727.000	Freight		6.00
<b>CHRISTENSEN'S PLANT CENTER</b>			<b>Invoice Amount:</b>	<b>\$708.00</b>
Screened Top Soil and Delivery charges			<b>Check Date:</b>	<b>04/27/2016</b>
	101-691-931.000	Yard top soil		142.00
	101-691-931.000	Yard top soil		142.00
	101-691-931.000	Yard top soil		142.00
	101-691-931.000	Yard top soil		142.00
	101-691-931.000	load delivery fee		140.00
<b>GRAINGER, W.W., INC.</b>			<b>Invoice Amount:</b>	<b>\$212.00</b>
Water Cooler solenoid valve			<b>Check Date:</b>	<b>04/27/2016</b>
	246-246-970.150	Filter Cartridge		155.75
	246-246-970.150	Solenoid Valve		56.25
<b>SHERWIN-WILLIAMS CO THE</b>			<b>Invoice Amount:</b>	<b>\$26.20</b>
Shelter #2 (TrainStation) Paint			<b>Check Date:</b>	<b>04/27/2016</b>
	101-691-931.000	SW4027 Galvano Paint		18.99
	101-691-931.000	4" woven pain roller cover		5.29
	101-691-931.000	4" roller		3.19
	101-691-931.000	Discount		(0.79)
	101-691-931.000	Discount		(0.48)
<b>SITE ONE LANDSCAPE SUPPLY</b>			<b>Invoice Amount:</b>	<b>\$88.92</b>
Straw mats and Sod Staples			<b>Check Date:</b>	<b>04/27/2016</b>
	101-691-931.000	Sod Staples		22.00
	101-691-931.000	Single Net Straw Mat		66.92

# **Charter Township of Plymouth AP Invoice Listing - Board Report**

**ENDOR INFORMATION****INVOICE INFORMATION**

<b>SPENCER OIL COMPANY</b>		<b>Invoice Amount:</b>	<b>\$400.28</b>
Golf Course Fuel Supply		<b>Check Date:</b>	<b>04/27/2016</b>
	510-510-737.000	87 Octane Unleaded Gas	397.41
	510-510-737.000	Federal Lust Tax	0.25
	510-510-737.000	Federal Oil Spill Tax	0.43
	510-510-737.000	MI Environmental Fee	2.19
<b>WEINGARTZ</b>		<b>Invoice Amount:</b>	<b>\$452.14</b>
STIHL Chainsaw		<b>Check Date:</b>	<b>04/27/2016</b>
	101-691-978.000	STMS291-PH Chainsaw	459.95
	101-691-978.000	ST26RM3-74 Chain .325P .063G	71.98
	101-691-978.000	Order Discount	(79.79)
<b>WADE-TRIM OPERATIONS SERVICES</b>		<b>Invoice Amount:</b>	<b>\$2,602.50</b>
Professional Services 1/31/2016-2/27/2016		<b>Check Date:</b>	<b>04/27/2016</b>
	805-805-970.005	Prepare Contract Docs for 2016 SRP	2,602.50
<b>WEST METRO/ACME GARAGE DOOR</b>		<b>Invoice Amount:</b>	<b>\$242.50</b>
SALLYPORT DOOR		<b>Check Date:</b>	<b>04/27/2016</b>
	101-305-776.000	INV 40478 DOOR #3 REP COIL CORD	242.50
<b>CODE SAVVY CONSULTANTS LLC</b>		<b>Invoice Amount:</b>	<b>\$970.00</b>
FIRE PLAN REVIEW		<b>Check Date:</b>	<b>04/27/2016</b>
	101-371-818.000	INV 1117 BUILDING BRIDGES, PORT ST	605.00
	101-371-818.000	INV 1116 ATI PHYSICAL THERAPY, PLY OAKS	365.00
<b>KONICA MINOLTA BUSINESS SOLUTIONS</b>		<b>Invoice Amount:</b>	<b>\$410.66</b>
Copies		<b>Check Date:</b>	<b>04/27/2016</b>
	101-371-727.000	Copies - Building	233.99
	101-215-727.000	Copies - Clerk	176.67
<b>HINES PARK LINCOLN MERCURY</b>		<b>Invoice Amount:</b>	<b>\$489.33</b>
Vehicle Repair/143167 Inv. C46955 2/23/16		<b>Check Date:</b>	<b>04/27/2016</b>
	101-305-863.000	Vehicle Repair/143167 Inv C46955 2/23/16	489.33
<b>HINES PARK LINCOLN MERCURY</b>		<b>Invoice Amount:</b>	<b>\$49.08</b>
Vehicle Repair/108072 Inv. C47030 2/22/16		<b>Check Date:</b>	<b>04/27/2016</b>
	101-305-863.000	Vehicle Repair/108072 Inv C47030 2/22/16	49.08
<b>HINES PARK LINCOLN MERCURY</b>		<b>Invoice Amount:</b>	<b>\$637.80</b>
Vehicle Repair/B32115 Inv. C47134 2/24/16		<b>Check Date:</b>	<b>04/27/2016</b>
	101-305-863.000	Vehicle Repair/B32115 Inv C47134 2/24/16	637.80
<b>HINES PARK LINCOLN MERCURY</b>		<b>Invoice Amount:</b>	<b>\$110.00</b>
Vehicle Repair/124315 Inv. C47166 2/23/16		<b>Check Date:</b>	<b>04/27/2016</b>
	101-305-863.000	Vehicle Repair/124315 Inv. C47166	110.00
<b>HINES PARK LINCOLN MERCURY</b>		<b>Invoice Amount:</b>	<b>\$488.99</b>
Vehicle Repair/C41291 Inv. C47895 3/2/16		<b>Check Date:</b>	<b>04/27/2016</b>
	101-305-863.000	Vehicle Repair/C41291 Inv. C47895 3/2/16	488.99
<b>HINES PARK LINCOLN MERCURY</b>		<b>Invoice Amount:</b>	<b>\$25.42</b>
Vehicle Repair/C41291 Inv. C48010 3/3/16		<b>Check Date:</b>	<b>04/27/2016</b>
	101-305-863.000	Vehicle Repair/C41291 Inv. C48010 3/3/16	25.42
<b>HINES PARK LINCOLN MERCURY</b>		<b>Invoice Amount:</b>	<b>\$43.83</b>
Vehicle Repair/145836 Inv. C48303 3/7/16		<b>Check Date:</b>	<b>04/27/2016</b>



# **Charter Township of Plymouth AP Invoice Listing - Board Report**

**ENDOR INFORMATION****INVOICE INFORMATION**

	101-305-863.000	Vehicle Repair/145836 Inv. C48303 3/7/16	43.83
<b>HINES PARK LINCOLN MERCURY</b>		<b>Invoice Amount:</b>	<b>\$62.80</b>
Vehicle Repair/124315 Inv. C48573 3/9/16		<b>Check Date:</b>	<b>04/27/2016</b>
	101-305-863.000	Vehicle Repair/124315 Inv. C48573 3/9/16	62.80
<b>HINES PARK LINCOLN MERCURY</b>		<b>Invoice Amount:</b>	<b>\$23.95</b>
Vehicle Repair #145836 Inv. C50096 3/24/16		<b>Check Date:</b>	<b>04/27/2016</b>
	101-305-863.000	Vehicle Repair #145836 Inv. C50096	23.95
<b>HINES PARK LINCOLN MERCURY</b>		<b>Invoice Amount:</b>	<b>\$43.47</b>
Vehicle Repair/A94167 Inv. C48377 3/7/16		<b>Check Date:</b>	<b>04/27/2016</b>
	101-305-863.000	Vehicle Repair/A94167 Inv. C48377 3/7/16	43.47
<b>PLYMOUTH-CANTON COMMUNITY SCHOOLS</b>		<b>Invoice Amount:</b>	<b>\$3,201.31</b>
March Fuel Invoice		<b>Check Date:</b>	<b>04/27/2016</b>
	101-305-863.000	Police Department Fuel	3,089.85
	101-325-963.000	Communications Fuel	111.46
<b>PLYMOUTH-CANTON COMMUNITY SCHOOLS</b>		<b>Invoice Amount:</b>	<b>\$281.47</b>
MARCH FUEL INVOICE		<b>Check Date:</b>	<b>04/27/2016</b>
	101-371-863.000	MARCH FUEL	281.47
<b>MAYFLOWER AUTO TRANSPORT</b>		<b>Invoice Amount:</b>	<b>\$246.00</b>
Vehicle Tow for Investigative Purposes 3/22/16		<b>Check Date:</b>	<b>04/27/2016</b>
	101-305-963.000	Vehicle Tow for Investigative Purposes	246.00
<b>ALLIE BROTHERS UNIFORMS</b>		<b>Invoice Amount:</b>	<b>\$248.94</b>
Jniform Equip/Haskins Inv. 59849 3/25/16		<b>Check Date:</b>	<b>04/27/2016</b>
	101-305-758.000	Rain hat cover	8.99
	101-305-758.000	S/S shirt	134.97
	101-305-758.000	Cargo pants	59.99
	101-305-758.000	ASP holder	44.99
<b>ALLIE BROTHERS UNIFORMS</b>		<b>Invoice Amount:</b>	<b>\$697.91</b>
Jniform Equip/Hoffman - New Sergeant Uniforms		<b>Check Date:</b>	<b>04/27/2016</b>
	101-305-758.000	S/S Shirt	134.97
	101-305-758.000	L/S Shirt	93.98
	101-305-758.000	Pants	194.97
	101-305-758.000	Boots	150.00
	101-305-758.000	Turtleneck	72.00
	101-305-758.000	Name Bar	13.99
	101-305-758.000	Sgt. Chevrons Pins	8.00
	101-305-758.000	Sgt. Chevrons	18.00
	101-305-758.000	Cap Band	12.00
<b>BATTERIES PLUS BULBS</b>		<b>Invoice Amount:</b>	<b>\$143.74</b>
Batteries for Police Equipment Inv. 481-294130 4/		<b>Check Date:</b>	<b>04/27/2016</b>
	101-305-727.000	9 volt	17.98
	101-305-727.000	3 volt	45.12
	101-305-727.000	AAA	40.32
	101-305-727.000	AA	40.32
<b>DANULOFF, LYLE D., PHD.</b>		<b>Invoice Amount:</b>	<b>\$600.00</b>
Psychological Evaluation - PSA Applicant 4/6/16		<b>Check Date:</b>	<b>04/27/2016</b>
	101-325-818.000	Psychological Evaluation - PSA Applicant	600.00

# **Charter Township of Plymouth AP Invoice Listing - Board Report**

**ENDOR INFORMATION****INVOICE INFORMATION**

<b>RICOH USA, INC.</b>			<b>Invoice Amount:</b>	<b>\$169.44</b>
Fax Machine Supplies Inv. 1061981654 4/6/16			<b>Check Date:</b>	<b>04/27/2016</b>
101-305-727.000	Toner for Fax			169.44
<b>KONICA MINOLTA BUSINESS SOLUTIONS</b>			<b>Invoice Amount:</b>	<b>\$43.20</b>
Maint. Agreement 2/26/16-3/25/16 Inv. 9002272			<b>Check Date:</b>	<b>04/27/2016</b>
101-305-851.000	Maintenance Agreement			43.20
<b>OFFICEMAX INCORPORATED</b>			<b>Invoice Amount:</b>	<b>\$147.08</b>
Office Supplies - Communications Inv. 910454 3/			<b>Check Date:</b>	<b>04/27/2016</b>
101-325-727.000	Waterless wipes			147.08
<b>OFFICEMAX INCORPORATED</b>			<b>Invoice Amount:</b>	<b>\$7.11</b>
Office Supplies - Communications Inv. 896024 3/			<b>Check Date:</b>	<b>04/27/2016</b>
101-325-727.000	Office Supplies - Communications			7.11
<b>OFFICEMAX INCORPORATED</b>			<b>Invoice Amount:</b>	<b>\$62.92</b>
Office Supplies - Police Inv. 910455 3/23/16			<b>Check Date:</b>	<b>04/27/2016</b>
101-305-727.000	Black Toner			62.92
<b>SURE-FIT LAUNDRY CO.</b>			<b>Invoice Amount:</b>	<b>\$36.00</b>
Prisoner Blanket Cleaning Inv. 360313 3/31/16			<b>Check Date:</b>	<b>04/27/2016</b>
101-325-851.000	Blanket cleaning			36.00
<b>SURE-FIT LAUNDRY CO.</b>			<b>Invoice Amount:</b>	<b>\$29.25</b>
Prisoner Blanket Cleaning Inv. 360664 4/7/16			<b>Check Date:</b>	<b>04/27/2016</b>
101-325-851.000	Blanket Cleaning			29.25
<b>WEST PAYMENT CENTER</b>			<b>Invoice Amount:</b>	<b>\$196.89</b>
West Information Charges Inv. 833721219 4/1/16			<b>Check Date:</b>	<b>04/27/2016</b>
101-305-960.000	West Information Charges Inv. 833721219			196.89
<b>WINDER POLICE EQUIPMENT</b>			<b>Invoice Amount:</b>	<b>\$1,048.32</b>
Wire Fuses Inv. 20160839 4/4/16			<b>Check Date:</b>	<b>04/27/2016</b>
101-305-851.000	Wire Fuses - 30 minute			1,048.32
<b>J &amp; B MEDICAL SUPPLY INC</b>			<b>Invoice Amount:</b>	<b>\$996.88</b>
medical supplies			<b>Check Date:</b>	<b>04/27/2016</b>
101-336-836.000	penlights			9.90
101-336-836.000	bl glucose GD50 test strips			49.50
101-336-836.000	e gloves blk xlg pwr & latex free			151.40
101-336-836.000	adult collar			220.20
101-336-836.000	supr al set sz3 ge/lube pak			183.44
101-336-836.000	supr al set sz4 ge/lube pak			183.44
101-336-836.000	supr al set sz5 ge/lube pak			183.44
101-336-836.000	late free turniquets			15.56
<b>J &amp; B MEDICAL SUPPLY INC</b>			<b>Invoice Amount:</b>	<b>\$165.44</b>
medical supplies			<b>Check Date:</b>	<b>04/27/2016</b>
101-336-836.000	alchol prep			14.04
101-336-836.000	e gloves blk lg pwr & latex free			151.40
<b>J &amp; B MEDICAL SUPPLY INC</b>			<b>Invoice Amount:</b>	<b>\$209.46</b>
2 Tefend			<b>Check Date:</b>	<b>04/27/2016</b>
101-336-836.000	upright gm oxy bag			209.46

Charter Township of Plymouth  
AP Invoice Listing - Board Report

ENDOR INFORMATION		INVOICE INFORMATION	
HINES PARK LINCOLN MERCURY		Invoice Amount:	\$33.95
Vehicle Repair/143167 Inv. C42348 1/5/16		Check Date:	04/27/2016
101-305-863.000	Vehicle Repair/143167 Inv. C42348 1/5/16		33.95
Total Amount to be Disbursed:			\$24,498.33

**Charter Township of Plymouth  
AP Invoice Listing - Board Report**

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**ENDOR INFORMATION**

**INVOICE INFORMATION**

<b>CYNERGY PRODUCTS</b>			<b>Invoice Amount:</b>	<b>\$137.40</b>
Repairs to Patrol Vehicle			<b>Check Date:</b>	<b>04/21/2016</b>
	<i>101-305-863.000</i>	<i>AUTO EXPENSE/LEASE</i>		<i>137.40</i>
<b>PLANTE &amp; MORAN, PLLC</b>			<b>Invoice Amount:</b>	<b>\$6,410.00</b>
Professional Services			<b>Check Date:</b>	<b>04/21/2016</b>
	<i>101-336-826.000</i>	<i>LEGAL</i>		<i>1,890.00</i>
	<i>101-305-826.000</i>	<i>LEGAL</i>		<i>3,105.00</i>
	<i>101-290-941.000</i>	<i>COMPUTER SERVICES</i>		<i>1,415.00</i>
<b>PUBLIC SAFETY GROUP, THE</b>			<b>Invoice Amount:</b>	<b>\$199.00</b>
Terrorism & the Telecommunicator			<b>Check Date:</b>	<b>04/21/2016</b>
	<i>101-325-960.000</i>	<i>EDUCATION/TRAINING</i>		<i>199.00</i>
			<b>Total Amount to be Disbursed:</b>	<b>\$6,746.40</b>



# **Charter Township of Plymouth** **AP Invoice Listing - Board Report**

**ENDOR INFORMATION****INVOICE INFORMATION**

<b>ALERUS FINANCIAL</b>		<b>Invoice Amount:</b>	<b>\$396.64</b>
Define Contribution 4/15/2016		<b>Check Date:</b>	<b>04/20/2016</b>
101-325-714.050	Define Contribution 4/1/2016		297.48
101-100-231.000	Employee Cont 4/1/2016		99.16
<b>A T &amp; T</b>		<b>Invoice Amount:</b>	<b>\$1,883.08</b>
ATT Bill-Feb 2016-Per old contract-to be adjusted		<b>Check Date:</b>	<b>04/20/2016</b>
101-201-853.000	Information Services		101.91
101-209-853.000	Assessing		63.52
101-371-853.000	Building		112.98
101-336-853.000	Fire		382.81
101-305-853.000	Police		299.64
101-171-853.000	Supervisor		136.00
101-253-853.000	Treasurer		88.17
101-215-853.000	Clerk		136.47
101-400-853.000	Community Development		164.13
101-325-853.000	Dispatch		145.15
226-226-853.000	Solid Waste		14.41
592-172-853.000	Water/Sewer		129.68
592-291-805.000	Water/Sewer		48.03
101-265-854.000	Twp Hall		17.23
101-691-853.000	Park		42.95
<b>A T &amp; T</b>		<b>Invoice Amount:</b>	<b>\$357.39</b>
Video Arraignment Feb 2016-Per old contract-adj		<b>Check Date:</b>	<b>04/20/2016</b>
101-325-853.000	Video Arrignment Feb 2016		357.39
<b>ADP INC</b>		<b>Invoice Amount:</b>	<b>\$3,265.14</b>
Payroll processing 4/1/2016		<b>Check Date:</b>	<b>04/20/2016</b>
101-290-941.000	Payroll processing 4/1/2016		3,265.14
<b>BLUE CARE NETWORK OF MICHIGAN</b>		<b>Invoice Amount:</b>	<b>\$11,583.65</b>
May 2016 Coverage		<b>Check Date:</b>	<b>04/20/2016</b>
101-305-714.000	Gordon		1,531.15
101-265-714.000	Haack		1,418.40
101-336-714.000	Jowsey		1,418.40
592-172-716.000	Latawiec		1,418.40
101-215-714.000	LeClair		593.47
101-371-714.000	Palmarчук		1,418.40
101-305-714.000	Pawlowski		593.47
592-172-716.000	Snell		1,418.40
592-172-716.000	Visel		1,531.15
101-290-714.000	Barney		(1,674.58)
592-172-716.000	Fidh		837.29
101-209-714.000	Pyykkonen		837.29
101-290-714.000	Mi Claim Assessment		242.41
<b>BLUE CARE NETWORK OF MICHIGAN</b>		<b>Invoice Amount:</b>	<b>\$76,138.30</b>
May 2016 Coverage		<b>Check Date:</b>	<b>04/20/2016</b>
101-305-714.000	Antal		1,260.36
101-305-714.000	Bartram		1,167.54
101-325-714.000	Berezak		488.52
592-172-716.000	Bruce		1,167.54
101-305-714.000	Cheston		1,260.36
101-305-714.000	Cioma		1,260.36
101-336-714.000	Conely		1,260.36
101-336-714.000	Conroy		1,260.36

# **Charter Township of Plymouth** **AP Invoice Listing - Board Report**

**ENDOR INFORMATION****INVOICE INFORMATION**

101-215-714.000	Conzelman	1,260.36
592-172-716.000	Courter	1,260.36
101-325-714.000	Crowe	1,167.54
101-336-714.000	Culver	1,260.36
101-325-714.000	Fell	1,260.36
592-172-716.000	Fellrath	1,260.36
101-305-714.000	Fetner	1,260.36
101-305-714.000	Fetter	488.52
101-336-714.000	Fox	1,260.36
101-305-714.000	Fritz	1,167.54
101-336-714.000	Haller	1,260.36
101-336-714.000	Harrell	488.52
101-305-714.000	Haskin	488.52
101-305-714.000	Hayes	1,167.54
101-305-714.000	Hinkle	488.52
101-325-714.000	Innes	1,167.54
101-201-714.000	Janks	1,260.36
101-305-714.000	King	1,260.36
101-305-714.000	Krebs	1,260.36
101-371-714.000	Lewis	1,260.36
101-305-714.000	Linton	1,260.36
101-336-714.000	Mack	1,167.54
101-336-714.000	Mangan	488.52
101-305-714.000	McParland	1,167.54
101-691-714.000	Mitchell	488.52
101-336-714.000	Phillips	1,260.36
101-336-714.000	Pickert	488.52
101-305-714.000	Ripp	488.52
101-325-714.000	Rodriguez	488.52
265-300-714.000	Rozum	1,167.54
101-305-714.000	Rupard	488.52
101-305-714.000	Schemanske	488.52
101-305-714.000	Seipenko	1,260.36
101-336-714.000	Smith	1,260.36
101-325-714.000	Smith	1,260.36
101-305-714.000	Smitherman	1,167.54
101-336-714.000	Tefend	1,260.36
101-305-714.000	Tiderington	488.52
101-325-714.000	Turley	1,167.54
101-336-714.000	Villet	1,260.36
101-171-714.000	Wallace	1,167.54
101-305-714.000	Warring	488.52
101-305-714.000	Lauria	689.22
101-336-714.000	Eldridge	1,647.22
101-336-714.000	Haar	1,778.17
101-336-714.000	Hahn	689.22
101-336-714.000	Jury	689.22
101-336-714.000	King M	689.22
101-305-714.000	Lego	1,778.17
101-336-714.000	Maycock	689.22
101-336-714.000	McDurmon	689.22
101-336-714.000	Rainey	1,778.17
101-305-714.000	Rapson	1,647.22
101-336-714.000	Russo	1,647.22
101-336-714.000	Valensky	1,647.22
101-336-714.000	Warren	689.22
101-336-714.000	Wendel	689.22
101-336-714.000	Westfall	1,778.17

# Charter Township of Plymouth

## AP Invoice Listing - Board Report

**ENDOR INFORMATION****INVOICE INFORMATION**

101-305-714.000	Wilson	1,647.22
101-305-714.000	Wood	689.22
101-290-714.000	Federal & State taxes & fees	1,739.26
101-336-714.000	Kohl R	488.52
101-305-714.000	Hoffman M	1,260.36

**CONSUMERS ENERGY****Invoice Amount: \$5,093.65**

Consumer monthly-March 2016

**Check Date: 04/20/2016**

101-171-921.000	Supervisor	244.80
101-201-921.000	Info Services	130.99
101-209-921.000	Assessing	70.07
101-215-921.000	Clerk	212.74
101-253-921.000	Treasurer	88.85
101-265-854.000	Twp. Hall	216.16
101-305-921.000	Police	703.02
101-325-921.000	Dispatch	292.66
101-336-921.000	Fire	1,052.34
101-371-921.000	Building	154.12
101-400-921.000	Community Development	86.33
101-691-921.000	Park	466.21
226-226-921.000	Solid Waste	20.29
592-172-921.000	DPW	1,084.88
510-510-737.000	Golf Course	160.29
592-444-745.000	DPW	109.90

**DELTA DENTAL PLAN OF MI****Invoice Amount: \$10,152.35**

May 2016

**Check Date: 04/20/2016**

101-305-714.000	Antal	117.82
101-336-714.000	Atkins	117.82
101-305-714.000	Bartram	69.22
101-325-714.000	Berezak	37.41
101-305-714.000	Brothers	117.82
592-172-716.000	Bruce	69.22
101-336-714.000	Bukis	117.82
101-305-714.000	Cheston	117.82
101-100-123.000	Cloma	117.82
101-325-714.000	Clark	117.82
101-305-714.000	Coffell	117.82
101-336-714.000	Conely	117.82
101-336-714.000	Conroy	69.22
101-215-714.000	Conzelman	117.82
101-171-714.000	Coobatis	69.22
592-172-716.000	Courter	117.82
101-325-714.000	Crowe	69.22
101-336-714.000	Culver	117.82
101-253-714.000	Edwards	117.82
101-325-714.000	Fell	117.82
592-172-716.000	Fellrath	117.82
101-305-714.000	Fetner	117.82
101-305-714.000	Fetter	37.41
101-336-714.000	Fox	117.82
101-305-714.000	Fritz	69.22
101-305-714.000	Gordon	117.82
101-336-714.000	Gross	117.82
101-265-714.000	Haack	69.22
101-336-714.000	Haller	117.82
101-253-714.000	Hammye	117.82
101-336-714.000	Harrell	37.41

# Charter Township of Plymouth AP Invoice Listing - Board Report

## ENDOR INFORMATION

## INVOICE INFORMATION

101-305-714.000	Haskin	37.41
101-305-714.000	Hayes	69.22
101-305-714.000	Hinkle	37.41
101-305-714.000	Hoffman	117.82
101-325-714.000	Innes	69.22
101-201-714.000	Janks	117.82
101-336-714.000	Jowsey	69.22
101-305-714.000	King C	69.22
101-305-714.000	Krebs	117.82
101-305-714.000	Kudra	117.82
101-100-123.000	Kushner	117.82
592-172-716.000	Latawiec	69.22
101-215-714.000	LeClair	37.41
101-371-714.000	Lewis	117.82
101-305-714.000	Linton	117.82
101-215-714.000	Lozier	117.82
101-336-714.000	Mack	69.22
101-336-714.000	Mallari	117.82
101-336-714.000	Mangan	37.41
101-336-714.000	Mann	117.82
101-305-714.000	McParland	69.22
101-691-714.000	Mitchell	37.41
101-371-714.000	Palmarчук	69.22
101-305-714.000	Pawlowski	37.41
101-336-714.000	Phillips	117.82
101-336-714.000	Pickert	37.41
101-171-714.000	Price	117.82
101-371-714.000	Pumphrey	117.82
101-305-714.000	Ripp	37.41
101-325-714.000	Rodriguez	37.41
265-300-714.000	Rozum	69.22
101-305-714.000	Rupard	37.41
101-305-714.000	Schemanske	37.41
101-305-714.000	Seipenko	117.82
101-336-714.000	Smith, Chris	117.82
101-325-714.000	Smith, Stephanie	117.82
101-305-714.000	Smitherman	69.22
592-172-716.000	Snell	69.22
101-336-714.000	Tefend	117.82
101-305-714.000	Tiderington, Scott	37.41
101-305-714.000	Tiderington, Tom	117.82
101-325-714.000	Turley	69.22
101-336-714.000	Villet	117.82
592-172-716.000	Visel	117.82
101-171-714.000	Wallace	69.22
101-305-714.000	Warring	37.41
101-305-714.000	Lauria	37.41
592-172-716.000	Anderson C	69.22
101-305-714.000	Anderson E	69.22
592-172-716.000	Anulewicz	69.22
101-290-714.000	Barney	37.41
101-336-714.000	Belsky	69.22
101-305-714.000	Berry C	69.22
101-336-714.000	Eldridge	69.22
592-172-716.000	Fidh	69.22
101-336-714.000	Groth	69.22
101-336-714.000	Haar	117.82
101-336-714.000	Hahn, Donald	69.22



# **Charter Township of Plymouth** **AP Invoice Listing - Board Report**

**ENDOR INFORMATION****INVOICE INFORMATION**

592-172-716.000	Hollis, T	37.41
101-336-714.000	Honke	37.41
101-305-714.000	Jarvis	37.41
101-336-714.000	Jury	117.82
101-336-714.000	King M	69.22
101-371-714.000	Kloc	69.22
101-336-714.000	Knupp	69.22
101-691-714.000	Kozian	69.22
101-305-714.000	Lego	117.82
101-336-714.000	Maas	37.41
101-290-714.000	Massengill	37.41
101-336-714.000	Maycock	69.22
101-336-714.000	McDurmon	37.41
101-371-714.000	McIlhargey	69.22
101-336-714.000	Miller C	37.41
101-336-714.000	Mothersbaugh	69.22
101-209-714.000	Pyykkonen	(26.21)
101-336-714.000	Rainey	117.82
101-305-714.000	Rapson	69.22
101-290-714.000	Richardson	69.22
101-325-714.000	Rockwell	69.22
101-336-714.000	Russo	69.22
592-172-716.000	Smith Cheryl	37.41
101-305-714.000	Smith Robert	69.22
101-691-714.000	Smith Timothy C	37.41
101-336-714.000	Valensky	69.22
101-336-714.000	Vanvleck	69.22
101-336-714.000	Warren	69.22
101-336-714.000	Wendel	37.41
101-336-714.000	Westfall	117.82
101-290-714.000	Whitmore	69.22
101-305-714.000	Wilson	69.22
101-305-714.000	Wood	37.41
101-336-714.000	Hahn Kyle	37.41
101-336-714.000	Kohl, Robert	37.41
101-336-714.000	Randall Jeffrey	117.82
226-226-714.000	Vignoe, S	117.82
101-305-714.000	Assessment fee-State Claims Tax	61.55
101-305-714.000	Bonadeo, Karen	117.82

**I.A.F.F. - LOCAL 1496**

IAFF Union Dues - April 2016

**Invoice Amount: \$2,130.00**  
**Check Date: 04/20/2016**

101-100-232.020	Atkins, Daniel L.	110.00
101-100-232.020	Bukis, Peter J.	110.00
101-100-232.020	Conely, Patrick	110.00
101-100-232.020	Conroy, William J.	150.00
101-100-232.020	Culver, Ean G.	110.00
101-100-232.020	Fox, David R.	110.00
101-100-232.020	Gross, Scott Paul	110.00
101-100-232.020	Haller, Christopher M.	110.00
101-100-232.020	Harrell, James M.	110.00
101-100-232.020	Kohl, Robert S.	110.00
101-100-232.020	Mack, Christopher	110.00
101-100-232.020	Mallari, Jeffery G.	110.00
101-100-232.020	Mangan, Gregory	110.00
101-100-232.020	Mann, Charles H.	110.00
101-100-232.020	Pickert, Douglas	110.00
101-100-232.020	Randall, Jeffrey	110.00

# **Charter Township of Plymouth** **AP Invoice Listing - Board Report**

**ENDOR INFORMATION****INVOICE INFORMATION**

	101-100-232.020	Smith, Christopher B.	110.00
	101-100-232.020	Tefend, Ricky L.	110.00
	101-100-232.020	Villet, Guy	110.00
<hr/>			
<b>M.C. Smith Associates &amp; Architect</b>		<b>Invoice Amount:</b>	<b>\$650.00</b>
Community Park, Recreation, Open Spaces Plan		<b>Check Date:</b>	<b>04/20/2016</b>
101-691-801.000	Community Park, Recreation, Open Spaces		650.00

**JOHN HANCOCK LIFE INSURANCE CO.**

EMPLOYEE W/H PAYROLL 4/15/2016

**Invoice Amount: \$3,875.28**  
**Check Date: 04/20/2016**

592-100-231.000		92.40
101-100-123.000		67.84
592-100-231.000		120.03
101-100-231.000		195.02
101-100-231.000		175.77
101-100-231.000		97.52
592-100-231.000		125.54
101-100-231.000		195.02
592-100-231.000		197.03
101-100-231.000		88.42
101-100-231.000		108.94
101-100-231.000		184.10
101-100-231.000		78.02
592-100-231.000		97.04
101-100-231.000		157.69
101-100-231.000		169.89
101-100-231.000		108.94
592-100-231.000		92.40
101-100-231.000		117.69
592-100-231.000		69.32
592-100-231.000		92.40
101-100-231.000		65.24
101-100-231.000		97.52
101-100-231.000		214.20
101-100-231.000		105.62
592-100-231.000		84.08
101-100-231.000		97.52
592-100-231.000		100.00
592-100-231.000		46.20
592-100-231.000		92.40
101-100-231.000		220.58
101-100-231.000		120.90

**JOHN HANCOCK LIFE INSURANCE CO.**

EMPLOYER MATCH PAYROLL 4/15/2016

**Invoice Amount: \$14,197.73**  
**Check Date: 04/20/2016**

592-291-714.040		277.20
101-100-123.000		203.51
592-291-714.010		360.10
101-215-714.010		585.06
101-171-714.010		527.30
101-336-714.020		292.57
592-291-714.040		376.61
101-253-714.010		585.06
592-291-714.010		591.10
101-305-714.010		270.56
101-265-714.010		224.66
101-336-714.020		265.27
101-253-714.010		326.82

# **Charter Township of Plymouth** **AP Invoice Listing - Board Report**

**ENDOR INFORMATION****INVOICE INFORMATION**

101-201-714.010		552.31
101-336-714.010		235.35
101-336-714.020		234.06
592-291-714.040		291.12
101-215-714.010		473.08
592-172-714.010		235.35
101-215-714.010		297.68
101-371-714.010		509.68
101-215-714.010		326.82
592-291-714.040		277.20
101-691-714.010		353.08
592-291-714.040		207.96
592-291-714.040		277.20
101-371-714.010		270.56
101-305-714.010		235.35
101-336-714.020		292.57
101-171-714.010		642.60
101-371-714.010		297.68
101-400-714.010		316.85
592-291-714.010		252.24
101-336-714.020		292.57
592-172-714.010		235.35
592-291-714.040		138.60
592-291-714.040		277.20
101-305-714.010		661.75
226-226-714.010		297.68
592-172-714.010		223.65
101-171-714.010		362.69
101-305-714.000		243.68

**NATIONWIDE RET SOL USCM/MIDWEST**

Pay Period End 4/10-2016

**Invoice Amount: \$12,806.50**  
**Check Date: 04/20/2016**

101-100-239.000		417.17
101-100-239.000		307.69
101-100-239.000		350.00
592-100-239.000		40.00
101-100-239.000		100.00
101-100-239.000		200.00
101-100-239.000		100.00
101-100-239.000		275.00
592-100-239.000		20.00
101-100-239.000		100.00
101-100-239.000		300.00
101-100-239.000		310.00
101-100-239.000		20.00
101-100-239.000		125.00
101-100-239.000		10.00
101-100-239.000		650.00
592-100-239.000		150.00
101-100-239.000		50.00
101-100-239.000		415.64
101-100-239.000		360.00
101-100-239.000		200.00
101-100-239.000		100.00
101-100-239.000		100.00
101-100-239.000		200.00
101-100-239.000		693.00
101-100-239.000		782.00

# **Charter Township of Plymouth** **AP Invoice Listing - Board Report**

**ENDOR INFORMATION****INVOICE INFORMATION**

101-100-239.000		200.00
101-100-239.000		300.00
101-100-239.000		200.00
101-100-239.000		30.00
101-100-239.000		250.00
592-100-239.000		150.00
101-100-239.000		175.00
592-100-239.000		175.00
101-100-239.000		265.00
101-100-239.000		20.00
101-100-239.000		150.00
101-100-239.000		200.00
101-100-239.000		200.00
101-100-239.000		120.00
592-100-239.000		67.00
592-100-239.000		50.00
101-100-239.000		130.00
101-100-239.000		35.00
101-100-239.000		100.00
101-100-239.000		150.00
101-100-239.000		300.00
101-100-239.000		125.00
101-100-239.000		50.00
101-100-239.000		250.00
101-100-239.000		200.00
101-100-239.000		200.00
592-100-239.000		100.00
101-100-239.000		150.00
101-100-239.000		50.00
101-100-239.000		100.00
592-100-239.000		100.00
101-100-239.000		500.00
101-100-239.000		1,139.00
101-100-239.000		75.00
101-100-239.000		75.00
101-100-239.000		50.00

**TOWN LOCKSMITH**

Handicap push bar

**Invoice Amount:****\$573.65****Check Date:****04/20/2016**

101-265-858.000 Handicap push bar

573.65

**CHARTER TWSP OF PLYMOUTH**

Credit Card Bill January 2016

**Invoice Amount:****\$9,290.56****Check Date:****04/20/2016**

101-305-727.000	Dymo Lable Spools	38.00
101-305-727.000	Frieght	10.18
101-305-851.000	Computer Repair	253.00
101-305-958.000	Renewal Membership MAOCOP	100.00
101-336-960.000	Meal, Inspectors Conference	10.59
101-336-960.000	Meal Inspectores Conference	29.00
101-305-960.000	Taser Recertification-All Officers	510.00
101-305-960.000	Hotel-Property Mgmt Training St. Kregs	280.24
101-215-960.000	2016 Annual MTA Ed. Conf. N. Conzelman	384.00
101-215-727.000	Special Assesment Manual	31.50
101-215-861.000	Parking-MTA Annual Meeting	35.00
101-215-861.000	MAOMC Annual Membership	60.00
101-305-727.000	Coffee-Arbitation Meeting	19.98
592-172-776.000	DPW Bldg Supplies	59.82
592-172-727.000	DPW Meeting, Pizza	29.33



# **Charter Township of Plymouth** **AP Invoice Listing - Board Report**

**ENDOR INFORMATION****INVOICE INFORMATION**

592-172-727.000	White Utility Scoop	73.80
592-172-727.000	Std Brass Nipple-Lake Pointe Tower	17.43
592-291-851.000	Parts, DPW Air Compressor	110.84
101-691-931.000	Parts, Lake Pointe Tower	34.59
592-443-939.000	Lake Pointe Heater	431.26
101-691-931.000	Compressor Parts Lake Pointe	60.55
592-291-851.000	Lights on Plow Diagnosis and fix	155.00
592-291-851.000	Cutting blades	188.29
592-291-851.000	Cutting blades	250.00
592-172-776.000	Blacktop patch	691.11
592-172-776.000	Misc tools-DPW	29.80
101-691-931.000	Play Sand	28.00
101-336-979.000	Station 3 Tools	19.94
101-336-776.000	Mender hoses	8.48
101-336-863.000	Weld Bracket	75.00
101-336-978.000	Station 1 Space Heater	78.58
101-336-863.000	Socket Cap Screws 11	5.32
101-336-727.000	BLS Healthcare Ins Manual	33.00
101-336-727.000	ACLS Instructors Manual	42.00
101-336-727.000	BLS For Healthcare Provider Manual	65.00
101-336-727.000	ACLS DVD	71.50
101-336-727.000	Frieght	7.95
101-336-863.000	Threadlocker	6.47
101-336-863.000	15 amp on off switch	9.82
101-336-727.000	ACLS Provider Manual	201.00
101-336-727.000	BLS For Healthcare Provider Student	36.00
101-336-960.000	EMS License Renewal	25.00
101-336-776.000	GSF Fireblock	(6.98)
101-265-776.000	Door closer	270.00
101-265-776.000	Windex	3.14
101-265-776.000	Flex Seal	12.99
101-265-776.000	Sales Tax	0.97
101-265-776.000	200 pack Faucet Washer Kit	15.44
101-265-776.000	40 Lbs Sunflower Seed	12.36
101-371-863.000	Front and rear brakes 2003 Ford Explorer	534.00
101-371-727.000	I-Phone Charger	27.81
101-265-858.000	Shark Vacume-Friendship Station	119.98
101-265-858.000	Mics Bits	7.00
101-336-776.000	Fluorescent Lamp	5.60
101-336-776.000	Ultra Max Ballast	11.72
101-336-776.000	Sales tax	1.04
101-336-776.000	V Belts	54.80
101-171-727.000	Binding	320.84
101-265-858.000	Lamps and batteries	17.97
101-371-727.000	Black Bottom Bomber-M Lewis field gear	69.96
101-371-727.000	Work boots Haack and Lewis	225.00
101-691-931.000	3/4 Hose Connection	30.63
101-371-727.000	15 Mich Res Code Book	118.00
101-371-727.000	EC15 Commentary Combo PDF	182.00
101-371-727.000	EC-12 IBC Olan Review PDF	34.99
101-371-727.000	Frieght	14.00
101-215-727.000	MAOMC Membership Renewal M Lozier	60.00
101-336-863.000	Precision Seat Covers	229.95
101-336-727.000	Amazon Prime Membership	104.94
101-336-863.000	Clear Acrylic Sheet	35.94
101-336-851.000	Chain Saw Oil	23.96
101-336-776.000	Towels Station	84.70
101-691-931.000	Sign for Miller Park Per Grant	251.80

# **Charter Township of Plymouth AP Invoice Listing - Board Report**

**ENDOR INFORMATION****INVOICE INFORMATION**

	101-336-960.000	CPR Certification	400.00
	101-336-727.000	Fire Chief Meeting	15.00
	101-336-960.000	Hotel-Mi Fire Inspectors SocAtkins	50.83
	101-336-960.000	Hotel-Mi Fire Inspectors Soc-Conroy	50.83
	101-171-727.000	Parking MTA-S Price	25.00
	101-691-931.000	Misc. batteries Parks	75.89
	101-691-931.000	Boom rental	(37.10)
	101-691-931.000	Misc tools Parks	84.24
	101-691-931.000	Mops and cleaner Parks	31.93
	101-691-931.000	Snowblower maintenance	206.34
	101-691-931.000	Misc hardware- Parks	212.49
	101-691-931.000	42 Gal Contractor Bags	74.91
	101-336-978.000	Microwave	74.88
	101-171-727.000	Friendship Station Photos	229.88
	101-171-727.000	Plymouth Chamber Breakfast	10.00
	101-691-931.000	Boom Rental	300.00
	101-336-776.000	Freight	7.95
	101-691-931.000	Tax refund	(3.43)
<b>ASSOCIATED NEWSPAPERS OF MICHIGAN</b>			<b>Invoice Amount: \$21.55</b>
BOT Notice			<b>Check Date: 04/20/2016</b>
	101-215-727.000	BOT Notice April 12 2016	21.55
<b>C O C M</b>			<b>Invoice Amount: \$175.00</b>
Spring Conference 2016 COCM			<b>Check Date: 04/20/2016</b>
	101-371-960.000	spring 2016 Confrence	175.00
<b>MICHIGAN, STATE OF</b>			<b>Invoice Amount: \$200.00</b>
icense application			<b>Check Date: 04/20/2016</b>
	101-336-727.000	Application renewal fees for rescues	200.00
<b>ASSOCIATED NEWSPAPERS OF MICHIGAN</b>			<b>Invoice Amount: \$75.00</b>
Police Auction Ad 3/18/16 Inv. 42304			<b>Check Date: 04/20/2016</b>
	101-305-727.000	Police Auction Ad 3/18/16 Inv. 42304	75.00
<b>PLANTE &amp; MORAN, PLLC</b>			<b>Invoice Amount: \$7,305.00</b>
PROFESSIONAL SERVICES			<b>Check Date: 04/20/2016</b>
	101-305-826.000	PROFESSIONAL SERVICES	6,865.00
	101-336-826.000	PROFESSIONAL SERVICES	440.00
<b>Total Amount to be Disbursed:</b>			<b>\$160,170.47</b>

# **Charter Township of Plymouth** **AP Invoice Listing - Board Report**

**VENDOR INFORMATION****INVOICE INFORMATION**

<b>35TH DISTRICT COURT</b>			<b>Invoice Amount:</b>	<b>\$1,023.00</b>
POLICE BOND 4/11/16			<b>Check Date:</b>	<b>04/15/2016</b>
	702-100-087.000	5551		300.00
	702-100-087.000	5552		723.00
<b>35TH DISTRICT COURT</b>			<b>Invoice Amount:</b>	<b>\$300.00</b>
POLICE BOND 4/8/16			<b>Check Date:</b>	<b>04/15/2016</b>
	702-100-087.000	5526		300.00
<b>35TH DISTRICT COURT</b>			<b>Invoice Amount:</b>	<b>\$2,600.00</b>
POLICE BOND 4/4/16			<b>Check Date:</b>	<b>04/15/2016</b>
	702-100-087.000	5510		300.00
	702-100-087.000	5511		500.00
	702-100-087.000	5512		300.00
	702-100-087.000	5514		500.00
	702-100-087.000	5515		300.00
	702-100-087.000	5516		500.00
	702-100-087.000	5517		200.00
<b>35TH DISTRICT COURT</b>			<b>Invoice Amount:</b>	<b>\$650.00</b>
POLICE BOND 3/30/16			<b>Check Date:</b>	<b>04/15/2016</b>
	702-100-087.000	5508		150.00
	702-100-087.000	5509		500.00
<b>35TH DISTRICT COURT</b>			<b>Invoice Amount:</b>	<b>\$300.00</b>
POLICE BOND 3/29/16			<b>Check Date:</b>	<b>04/15/2016</b>
	702-100-087.000	5507		300.00
<b>35TH DISTRICT COURT</b>			<b>Invoice Amount:</b>	<b>\$1,184.00</b>
POLICE BOND 3/28/16			<b>Check Date:</b>	<b>04/15/2016</b>
	702-100-087.000	5504		300.00
	702-100-087.000	5505		384.00
	702-100-087.000	5506		500.00
<b>18TH DISTRICT COURT</b>			<b>Invoice Amount:</b>	<b>\$600.00</b>
Police Bond 3/24/16			<b>Check Date:</b>	<b>04/15/2016</b>
	702-100-087.000	5501		600.00
<b>35TH DISTRICT COURT</b>			<b>Invoice Amount:</b>	<b>\$500.00</b>
POLICE BOND 3/25/16			<b>Check Date:</b>	<b>04/15/2016</b>
	702-100-087.000	5502		300.00
	702-100-087.000	5503		200.00
<b>35TH DISTRICT COURT</b>			<b>Invoice Amount:</b>	<b>\$300.00</b>
POLICE BOND 4/15/16			<b>Check Date:</b>	<b>04/15/2016</b>
	702-100-087.000	5557		300.00
<b>35TH DISTRICT COURT</b>			<b>Invoice Amount:</b>	<b>\$300.00</b>
POLICE BOND 4/14/16			<b>Check Date:</b>	<b>04/15/2016</b>
	702-100-087.000	5554		300.00
<b>35TH DISTRICT COURT</b>			<b>Invoice Amount:</b>	<b>\$300.00</b>
POLICE BOND 4/12/16			<b>Check Date:</b>	<b>04/15/2016</b>
	702-100-087.000	5553		300.00
<b>52-1 DISTRICT COURT</b>			<b>Invoice Amount:</b>	<b>\$500.00</b>
Police Bond 4/14/16			<b>Check Date:</b>	<b>04/15/2016</b>

**Charter Township of Plymouth**  
**AP Invoice Listing - Board Report**

**VENDOR INFORMATION****INVOICE INFORMATION**

702-100-087.000

5555

500.00

**Total Amount to be Disbursed:****\$8,557.00**



# **Charter Township of Plymouth** **AP Invoice Listing - Board Report**

**VENDOR INFORMATION****INVOICE INFORMATION**

<b>ALERUS FINANCIAL</b>		<b>Invoice Amount:</b>	<b>\$396.64</b>
Define Contribution 4/1/2016		<b>Check Date:</b>	<b>04/14/2016</b>
101-325-714.050	Define Contribution 4/1/2016		297.48
101-100-231.000	Employee Cont 4/1/2016		99.16
<b>A T &amp; T</b>		<b>Invoice Amount:</b>	<b>\$28.60</b>
FS#3 Meterline		<b>Check Date:</b>	<b>04/14/2016</b>
101-336-921.000	Meterline, March 2016		28.60
<b>A T &amp; T</b>		<b>Invoice Amount:</b>	<b>\$991.90</b>
ATT Bill- March 2016		<b>Check Date:</b>	<b>04/14/2016</b>
101-201-853.000	Information Services		53.68
101-209-853.000	Assessing		33.46
101-371-853.000	Building		59.51
101-336-853.000	Fire		201.64
101-305-853.000	Police		157.83
101-171-853.000	Supervisor		71.64
101-253-853.000	Treasurer		46.44
101-215-853.000	Clerk		71.88
101-400-853.000	Community Development		86.45
101-325-853.000	Dispatch		76.46
226-226-853.000	Solid Waste		7.59
592-172-853.000	Water/Sewer		68.30
592-291-805.000	Water/Sewer		25.30
101-265-854.000	Twp Hall		9.08
101-691-853.000	Park		22.64
<b>ADP INC</b>		<b>Invoice Amount:</b>	<b>\$629.06</b>
Payroll processing 4/1/2016		<b>Check Date:</b>	<b>04/14/2016</b>
101-290-941.000	Payroll processing 4/1/2016		629.06
<b>C.O.A.M. - PLYMOUTH TOWNSHIP</b>		<b>Invoice Amount:</b>	<b>\$336.55</b>
COAM Union Deductions - April 2016		<b>Check Date:</b>	<b>04/14/2016</b>
101-100-232.050	Fetner, William J.		67.31
101-100-232.050	Krebs, Ryan		67.31
101-100-232.050	Kudra, Daniel J.		67.31
101-100-232.050	Seipenko, Todd A.		67.31
101-100-232.050	Hoffman		67.31
<b>COMCAST</b>		<b>Invoice Amount:</b>	<b>\$124.40</b>
High Speed Internet 04/09/2016-05/08/2016		<b>Check Date:</b>	<b>04/14/2016</b>
101-290-941.000	Internet 4/09/2016-05/08/2016		124.40
<b>Dobry, Stanley T.</b>		<b>Invoice Amount:</b>	<b>\$3,945.50</b>
Hearing Case # D14 F 0537		<b>Check Date:</b>	<b>04/14/2016</b>
101-305-826.000	D14-F 0537		3,945.50
<b>DTE ENERGY</b>		<b>Invoice Amount:</b>	<b>\$173.75</b>
Baseball Diamonds March 2016		<b>Check Date:</b>	<b>04/14/2016</b>
101-691-921.000	Baseball Diamonds March 2016		173.75
<b>FELLRATH, PATRICK</b>		<b>Invoice Amount:</b>	<b>\$230.04</b>
Mileage March 2016		<b>Check Date:</b>	<b>04/14/2016</b>
592-172-727.000	Mileage March 2016		230.04
<b>GREENOUGH, MARIA E.</b>		<b>Invoice Amount:</b>	<b>\$588.00</b>
1/13/2016 Hearing 7 1/2516 Hearing		<b>Check Date:</b>	<b>04/14/2016</b>

# **Charter Township of Plymouth** **AP Invoice Listing - Board Report**

**VENDOR INFORMATION****INVOICE INFORMATION**

	101-305-826.000	1/13/2016 Hearing Court Reporter	96.00
	101-305-826.000	1/25/2016 Hearing Court Reporter	492.00
<b>JOHN HANCOCK LIFE INSURANCE CO.</b>		<b>Invoice Amount:</b>	<b>\$84.40</b>
Monthly Premium March 2016		<b>Check Date:</b>	<b>04/14/2016</b>
	101-100-237.000	Monthly Premium- Antal, Robert-Apr 2016	20.00
	101-100-237.000	Monthly Premium-Jowsey, Richard- Apr 16	64.40
<b>METRO COURT REPORTERS, INC.</b>		<b>Invoice Amount:</b>	<b>\$344.00</b>
Case # d15-f 0537 1/15/2016		<b>Check Date:</b>	<b>04/14/2016</b>
	101-305-826.000	Case No D15-F 0537	344.00
<b>MICHIGAN CONFERENCE OF TEAMSTERS</b>		<b>Invoice Amount:</b>	<b>\$12,683.65</b>
Health insurance April 2016		<b>Check Date:</b>	<b>04/14/2016</b>
	592-100-123.000	Bartlett, James	1,811.95
	592-100-123.000	Krueger, Randy	1,811.95
	592-100-123.000	Melow, Steven	1,811.95
	592-100-123.000	Overaitis, Joseph	1,811.95
	592-100-123.000	Scholten, James	1,811.95
	592-100-123.000	Thomas, James	1,811.95
	592-100-123.000	Nelson, David	1,811.95
<b>Network Reporting</b>		<b>Invoice Amount:</b>	<b>\$285.00</b>
Copy of Transcript Case # D14 F0537		<b>Check Date:</b>	<b>04/14/2016</b>
	101-305-826.000	Case # d14 f 0537	285.00
<b>NORTHVILLE, CHARTER TOWNSHIP OF</b>		<b>Invoice Amount:</b>	<b>\$85.00</b>
G.D. Roberts Company LLC Real Estate Consulting		<b>Check Date:</b>	<b>04/14/2016</b>
	101-400-818.000	February 2016	85.00
<b>P.O.A.M. - PLYMOUTH TOWNSHIP</b>		<b>Invoice Amount:</b>	<b>\$1,641.39</b>
POAM Union Deductions - April 2016		<b>Check Date:</b>	<b>04/14/2016</b>
	101-100-232.010	Bartram, Brad	62.31
	101-100-232.040	Berezak, Jennifer	44.75
	101-100-232.040	Bulmer, Cassandra M.	49.75
	101-100-232.010	Cheston, Steven	62.31
	101-100-232.010	Cioma, Bradley A.	62.31
	101-100-232.040	Clark, Kristina R.	49.75
	101-100-232.010	Coffell, Steven John	62.31
	101-100-232.040	Crowe, Ronald E.	44.75
	101-100-232.040	Fell, Cynthia	44.75
	101-100-232.010	Fetter, Jeffery D.	62.31
	101-100-232.010	Fritz, Michael	62.31
	101-100-232.010	Haskin, Dane	62.31
	101-100-232.010	Hayes, Jason	57.31
	101-100-232.010	Hinkle, Michael T.	62.31
	101-100-232.040	Innes, Donna M.	49.75
	101-100-232.010	King, Caitlin E.	62.31
	101-100-232.010	Linton, Marcy Kay	62.31
	101-100-232.010	McParland, Jeffrey K.	62.31
	101-100-232.010	Ripp, Jason R.	62.31
	101-100-232.040	Rodriguez, Tracy	44.75
	101-100-232.010	Rozum, Charles J.	62.31
	101-100-232.010	Rupard, Bryan J.	62.31
	101-100-232.010	Schemanske, Jeremy	62.31
	101-100-232.040	Smith, Stephanie	44.75
	101-100-232.010	Smitherman, Joseph A.	62.31
	101-100-232.010	Tidmore, Scott R.	62.31

# **Charter Township of Plymouth** **AP Invoice Listing - Board Report**

**VENDOR INFORMATION****INVOICE INFORMATION**

101-100-232.040	Turley, Melanie A.	44.75
101-100-232.010	Warring, Aaron Thomas	62.31
101-100-232.040	Yudt, Raymond	44.75

**CHARTER TWSP OF PLYMOUTH**

Plymouth Township - Water/Sewer Feb 2016

**Invoice Amount: \$1,347.86****Check Date: 04/14/2016**

101-171-921.000	Supervisor	40.89
101-201-921.000	Information Services	21.88
101-209-921.000	Assessors	11.70
101-215-921.000	Clerk	35.53
101-253-921.000	Treasurer	14.84
101-265-854.000	Senior Center	52.87
101-305-921.000	Law Enforcement	117.43
101-325-921.000	Communications	48.88
101-336-921.000	Fire	441.79
101-371-921.000	Building	25.74
101-400-921.000	Community Development	14.42
101-691-921.000	Park	213.07
226-226-921.000	Solid Waste	3.39
592-172-921.000	Admin / General Expense	162.96
510-510-737.000	Golf Course	89.59
592-444-745.000	Power and Pumping	52.88

**TEAMSTER LOCAL # 214**

Teamster Local #214 - April 2016

**Invoice Amount: \$434.00****Check Date: 04/14/2016**

101-100-232.030	Bartlett, James	53.00
101-100-232.030	Krueger, Randy	56.00
101-100-232.030	Melow, Steven	53.00
101-100-232.030	Overaitis, Joseph	53.00
101-100-232.030	Scholten, James	48.00
101-100-232.030	Stanislawski, Tim	53.00
101-100-232.030	Thomas, James	53.00
101-100-232.030	Nelson, David	65.00

**TECHNICAL, PROFESSIONAL AND OFFICE-**

TPOAM Union Deductions - April 2016

**Invoice Amount: \$558.00****Check Date: 04/14/2016**

101-100-232.060	Birney, Lisa M.	15.50
101-100-232.060	Bonadeo, Karen E.	31.00
101-100-232.060	Bono, Jennifer A.	15.50
101-100-232.060	De Biasi, Lia M.	15.50
101-100-232.060	Devoto, Claudia P.	15.50
101-100-232.060	Glennie, Gail A.	15.50
101-100-232.060	Gordon, Cheryl	31.00
101-100-232.060	Haack, David	31.00
101-100-232.060	Jowsey, Nancy	31.00
101-100-232.060	Kline, Anne E.	15.50
101-100-232.060	Latawiec, Kelly	31.00
101-100-232.060	Ledair, Diane L.	31.00
101-100-232.060	MacDonald, Kenneth E.	15.50
101-100-232.060	MacDonell, Carol A.	15.50
101-100-232.060	Martin, Carol R.	15.50
101-100-232.060	Palmarчук, Cheri	31.00
101-100-232.060	Pawlowski, Donna E.	31.00
101-100-232.060	Pumphrey, Kathryn	31.00
101-100-232.060	Snell, Donna Sue	31.00
101-100-232.060	Truesdell, Mary Ann	15.50
101-100-232.060	Vignoe, Susan	31.00
101-100-232.060	Visa, Sarah J.	31.00

**Charter Township of Plymouth  
AP Invoice Listing - Board Report**

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**VENDOR INFORMATION**

**INVOICE INFORMATION**

	101-100-232.060	Geletzke, Alice	15.50
	101-100-232.060	Richardson, Michael	15.50
<b>WAYNE COUNTY</b>		<b>Invoice Amount:</b>	<b>\$122.20</b>
1/16 Traffic Signal Energy		<b>Check Date:</b>	<b>04/14/2016</b>
	101-446-920.000	1/16 Traf Sig Energy	122.20
<b>WCA ASSESSING</b>		<b>Invoice Amount:</b>	<b>\$18,278.17</b>
Appraisal Services Rendered April 2016		<b>Check Date:</b>	<b>04/14/2016</b>
	101-209-818.000	Appraisal Services Rendered	18,121.50
	101-209-818.000	Co-Star Services	156.67
<b>Great Lakes Water Authority</b>		<b>Invoice Amount:</b>	<b>\$293,626.47</b>
February 2016		<b>Check Date:</b>	<b>04/14/2016</b>
	592-441-743.000	February 2016	293,626.47
<b>ASSOCIATED NEWSPAPERS OF MICHIGAN</b>		<b>Invoice Amount:</b>	<b>\$367.15</b>
Legal Notices		<b>Check Date:</b>	<b>04/14/2016</b>
	805-805-970.290	Deer Creek SAD Legal Notice	112.63
	805-805-970.210	Hunters Creek SAD Legal Notice	96.31
	101-801-813.000	Planning Commission - Amended Zoning Map	80.75
	101-801-813.000	Planning Commission - Special Land Use	77.46
<b>CONZELMAN, NANCY</b>		<b>Invoice Amount:</b>	<b>\$159.34</b>
Reimbursement		<b>Check Date:</b>	<b>04/14/2016</b>
	101-215-960.000	Meal Reimbursement Clerk's Inst - NC/ML	26.34
	101-215-960.000	Meal Reimbursement Clerk's Inst. - NC	8.43
	101-215-861.000	Parking - Ct. of Appeals	7.00
	101-262-727.000	Inspector supplies -March 8 2016 Primary	117.57
<b>The Mike Cox Law Firm</b>		<b>Invoice Amount:</b>	<b>\$75.00</b>
March 2016 City of Plymouth Fire Retiree Issue		<b>Check Date:</b>	<b>04/14/2016</b>
	101-336-826.000	Mar 2016 City of Plymouth Fire Retiree	75.00
<b>The Mike Cox Law Firm</b>		<b>Invoice Amount:</b>	<b>\$8,135.00</b>
March 2016 DEHOCO Legal Fees		<b>Check Date:</b>	<b>04/14/2016</b>
	101-801-826.000	March 2016 DEHOCO Legal Fees	8,135.00
<b>RESERVE ACCOUNT</b>		<b>Invoice Amount:</b>	<b>\$5,000.00</b>
Funds for postage meter		<b>Check Date:</b>	<b>04/14/2016</b>
	101-290-730.000	Funds for postage meter	5,000.00
<b>VERIZON WIRELESS</b>		<b>Invoice Amount:</b>	<b>\$1,518.36</b>
March 2016 wireless bills		<b>Check Date:</b>	<b>04/14/2016</b>
	592-172-853.000	DPW wireless devices	762.95
	101-201-853.000	Info services wireless devices	0.54
	101-325-853.000	PD dispatch wireless devices	105.06
	101-336-853.000	Fire wireless devices	160.26
	101-691-853.000	Park foreman wireless device	80.02
	805-805-970.005	Sidewalk Inspector wireless device	59.30
	226-226-853.000	Solid waste wireless device	104.07
	101-100-123.000	Senior Transportation wireless device	246.16
<b>RIZZO ENVIRONMENTAL SERVICES</b>		<b>Invoice Amount:</b>	<b>\$1,075.00</b>
TWP FACILITIES APRIL 2015		<b>Check Date:</b>	<b>04/14/2016</b>
	101-691-931.000	TWP PARK TRASH/RECYCLE/YARDWASTE	415.00
	101-336-776.000	FIRE STN 3 TRASH	40.00
	101-691-931.000	LK 133 SOCCER PARK TRASH	85.00

# Charter Township of Plymouth

## AP Invoice Listing - Board Report

**VENDOR INFORMATION****INVOICE INFORMATION**

	101-265-776.000	TWP HALL TRASH/RECYCLE	92.75
	101-305-776.000	TWP HALL TRASH/RECYCLE	66.00
	101-325-727.000	TWP HALL TRASH/RECYCLE	27.48
	101-336-776.000	TWP HALL TRASH/RECYCLE	9.72
	592-172-776.000	TWP HALL TRASH/RECYCLE	19.05
	592-172-776.000	DPW TRASH	85.00
	510-510-737.000	HILL TOP GOLF COURSE TRASH/RECYCLE	195.00
	101-336-776.000	FIRE STN 2 TRASH	40.00
<b>VIGNOE, SUSAN</b>		<b>Invoice Amount:</b>	<b>\$121.23</b>
MILEAGE JAN - MAR 2016		<b>Check Date:</b>	<b>04/14/2016</b>
	226-226-727.000	MILEAGE JAN - MAR 2016	121.23
<b>CONNOR, KATHRYN E.</b>		<b>Invoice Amount:</b>	<b>\$190.00</b>
Inspector Pay - Presidential Primary Replacement		<b>Check Date:</b>	<b>04/14/2016</b>
	101-262-710.000	SALARY ELECTION WORKERS	190.00
<b>MAUZEY, ROY LOUIS</b>		<b>Invoice Amount:</b>	<b>\$25.00</b>
Inspector Pay - Presidential Primary Replaced		<b>Check Date:</b>	<b>04/14/2016</b>
	101-262-710.000	SALARY ELECTION WORKERS	25.00
<b>BLUE CROSS/BLUE SHIELD OF MICHIGAN</b>		<b>Invoice Amount:</b>	<b>\$4,509.63</b>
Retiree Health May 2016		<b>Check Date:</b>	<b>04/14/2016</b>
	101-336-714.000	Belsky	501.07
	101-336-714.000	Honke	501.07
	101-336-714.000	Knupp	501.07
	101-336-714.000	Maas	501.07
	101-336-714.000	Mothersbaugh	501.07
	101-336-714.000	MothersbaughS	501.07
	101-336-714.000	Belsky B	501.07
	101-336-714.000	Hagopian G	501.07
	101-336-714.000	Knupp :	501.07
<b>BLUE CROSS/BLUE SHIELD OF MICHIGAN</b>		<b>Invoice Amount:</b>	<b>\$4,254.48</b>
Retiree Health 2014 Refund		<b>Check Date:</b>	<b>04/14/2016</b>
	101-100-123.000	Retiree Health Care 2014 Refund	4,254.48
<b>COMCAST</b>		<b>Invoice Amount:</b>	<b>\$194.85</b>
Cable service April 2016		<b>Check Date:</b>	<b>04/14/2016</b>
	101-691-931.000	Soccer fields	64.95
	101-336-921.000	FS#3	64.95
	101-325-853.000	Video arraignment	64.95
<b>CORPORATE CLEANING GROUP INC</b>		<b>Invoice Amount:</b>	<b>\$405.00</b>
Monthly Janitorial DPW April 2016		<b>Check Date:</b>	<b>04/14/2016</b>
	592-172-776.000	DPW April 2016	345.00
	101-265-858.000	Senior Center April 2016	60.00
<b>CORPORATE CLEANING GROUP INC</b>		<b>Invoice Amount:</b>	<b>\$2,340.00</b>
April 2016 Service		<b>Check Date:</b>	<b>04/14/2016</b>
	101-305-776.000	Janitorial Service April 2016	904.37
	101-265-776.000	Janitorial Service April 2016	893.97
	592-172-776.000	Janitorial Service April 2016	187.11
	101-336-776.000	Janitorial Service April 2016	93.55
	101-325-818.000	Janitorial Service-Haz Mat Clean 3/16	261.00
<b>VERIZON WIRELESS</b>		<b>Invoice Amount:</b>	<b>\$1,594.23</b>
March 2016 Wireless		<b>Check Date:</b>	<b>04/14/2016</b>



# Charter Township of Plymouth

## AP Invoice Listing - Board Report

**VENDOR INFORMATION****INVOICE INFORMATION**

	592-172-853.000	DPW		218.96
	101-201-853.000	Info services		60.54
	101-305-853.000	Police		357.65
	101-336-853.000	Fire		323.10
	101-691-853.000	Park		109.96
	101-215-853.000	Clerk		130.00
	101-371-853.000	Building		254.05
	101-253-853.000	Treasurer		139.97
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<b>WAYNE COUNTY</b>			<b>Invoice Amount:</b>	<b>\$122.20</b>
3/16 Traffic Signal Energy			<b>Check Date:</b>	<b>04/14/2016</b>
	101-446-920.000	3/16 Traf Sig Energy		122.20
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<b>WCA ASSESSING</b>			<b>Invoice Amount:</b>	<b>\$274.12</b>
Legal Services March 2016			<b>Check Date:</b>	<b>04/14/2016</b>
	101-209-826.000	Paralegal		274.12
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<b>WCA ASSESSING</b>			<b>Invoice Amount:</b>	<b>\$806.79</b>
Legal Services March 2016			<b>Check Date:</b>	<b>04/14/2016</b>
	101-209-826.000	Paralegal		806.79
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<b>WAYNE COUNTY</b>			<b>Invoice Amount:</b>	<b>\$122.20</b>
2/16 Traffic Signal Energy			<b>Check Date:</b>	<b>04/14/2016</b>
	101-446-920.000	2/16 Traf Sig Energy		122.20
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<b>WOW! BUSINESS</b>			<b>Invoice Amount:</b>	<b>\$118.32</b>
Internet Friendship Station 4/2/16-5/1/16			<b>Check Date:</b>	<b>04/14/2016</b>
	101-265-854.000	Internet Friendship St 4/2/16-5/1/16		118.32
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<b>Total Amount to be Disbursed:</b>				<b>\$368,342.48</b>

# **Charter Township of Plymouth AP Invoice Listing - Board Report**

**VENDOR INFORMATION****INVOICE INFORMATION**

<b>The Mike Cox Law Firm</b>			<b>Invoice Amount:</b>	<b>\$4,370.00</b>
Plymouth Twp. vs Detroit - DeHoCo			<b>Check Date:</b>	<b>04/15/2016</b>
	<i>101-801-826.000</i>	<i>LEGAL</i>		<i>4,370.00</i>
<b>The Mike Cox Law Firm</b>			<b>Invoice Amount:</b>	<b>\$(1,810.00)</b>
Plymouth Twp vs Detroit - DeHoCo			<b>Check Date:</b>	<b>04/15/2016</b>
	<i>101-801-826.000</i>	<i>LEGAL</i>		<i>(1,810.00)</i>
<b>The Mike Cox Law Firm</b>			<b>Invoice Amount:</b>	<b>\$7,125.00</b>
Plymouth Twp. vs Detroit - DeHoCo			<b>Check Date:</b>	<b>04/15/2016</b>
	<i>101-801-826.000</i>	<i>LEGAL</i>		<i>7,125.00</i>
<b>The Mike Cox Law Firm</b>			<b>Invoice Amount:</b>	<b>\$6,480.00</b>
Plymouth Twp. vs Joint Fire Retirement Issue			<b>Check Date:</b>	<b>04/15/2016</b>
	<i>101-336-826.000</i>	<i>LEGAL</i>		<i>6,480.00</i>
<b>Total Amount to be Disbursed:</b>				<b>\$16,165.00</b>