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

Tuesday, September 13, 2016
7:00 PM



- A. CALL TO ORDER** at _____ **P.M.**
- B. PLEDGE OF ALLEGIANCE TO THE FLAG**
- C. ROLL CALL:** Kay Arnold _____, Nancy Conzelman _____, Chuck Curmi _____,
Bob Doroshewitz _____, Ron Edwards _____, Mike Kelly _____,
Richard Reaume _____
- D. PROCLAMATION - Constitution Week September 17-23rd, 2016**
- E. APPROVAL OF AGENDA**
Regular Meeting - Tuesday, September 13, 2016
- F. APPROVAL OF CONSENT AGENDA**
- E.1 Approval of Minutes:**

Regular Meeting - August 9, 2016
- E.2 Acceptance of Utility Easements:**

Andover Forest Offsite Sanitary Sewer Easement
- E.3 Acceptance of Communications, Resolutions, Reports:**
Fire Department - August 2016
FOIA - August 2016
Building Department - August 2016
- E.4 Approval of Township Bills:**

		Year 2016
General Fund	(101)	\$1,364,946.22
Solid Waste Fund	(226)	120,478.81
Improvement Revolving Fund (Capital Projects)	(246)	51,139.72
Drug Forfeiture Fund	(265)	1,321.92
Golf Course Fund	(510)	37,727.33
Senior Transportation	(588)	11,428.88
Water and Sewer Fund	(592)	1,144,109.76
Trust and Agency Fund	(701)	6,902.64
Police Bond Fund	(702)	10,040.00
Tax Fund	(703)	-0-
Special Assessment Fund	(805)	17,104.49
Total:		\$2,765,199.77

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

Tuesday, September 13, 2016
7:00 PM



G. PUBLIC COMMENTS AND QUESTIONS

H. PUBLIC HEARING

I. COMMUNITY DEVELOPMENT

- 1) Request for Board Action - Approve Plymouth Marketplace PUD Option
- 2) Request for Board Action - Andover Forest Cluster Housing Agreement and Final Site Plan

J. UNFINISHED BUSINESS

K. NEW BUSINESS

- 1) Request for Board Action - Approve Local Governing Body Resolution for Charitable Gaming License for PBJ Outreach - Resolution 2016-09-13-21
- 2) Request for Board Action - Bid Award for Lake Pointe Soccer Park Drainage
- 3) Request for Board Action - Adopt Vantagecare Retirement Health Savings Plan Adoption Agreement Amendment - Resolution 2016-09-13-22
- 4) Request for Board Action - Approve AT&T Uniform Video Service Local Franchise Agreement Renewal
- 5) Request for Board Action - Repeal Compensation Commission
- 6) Request for Board Action - Board of Trustee Meeting Dates for 2017
- 7) Request for Board Action - Approve Release and Settlement Agreement with Wayne County Regarding 323 Acres
- 8) City of Plymouth Outstanding Debt Discussion

L. SUPERVISOR AND TRUSTEE COMMENTS

M. PUBLIC COMMENTS

- N. CLOSED SESSION** - At _____ p.m., _____ moved that a closed session be called for contract negotiations and related attorney opinion pursuant to OMA Sections 8(c) and (h). Seconded by _____.

O. 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)

Proclamation

CONSTITUTION WEEK
September 17 - 23, 2016

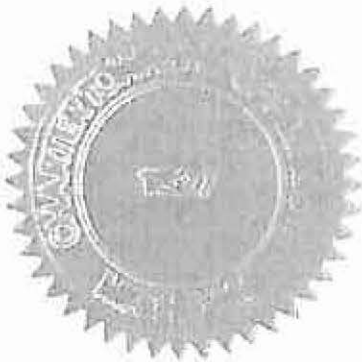
WHEREAS, September 17, 2016 marks the two hundred and twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

WHEREAS, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as constitution week;

NOW, THEREFORE, the Board of Trustees of the Charter Township of Plymouth does hereby proclaim the week of September 17 through 23 as Constitution Week in Plymouth Township.



IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the Charter Township of Plymouth to be affixed this thirteenth day of September 2016.

SHANNON G. PRICE, Supervisor
Charter Township of Plymouth

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, AUGUST 9, 2016**

PROPOSED MINUTES

Supervisor Price called the meeting to order at 7:01 p.m. and asked Kurt Heise to lead the Pledge of Allegiance to the Flag.

MEMBERS PRESENT: Shannon Price, Supervisor
Nancy Conzelman, Clerk
Robert Doroshewitz, Trustee
Charles Curmi, Trustee
Steve Mann, Trustee

MEMBERS ABSENT: Ron Edwards, Treasurer, Excused
Michael Kelly, Trustee, Excused

OTHERS PRESENT: Patrick Fellrath, Dir. of Public Utilities
Dan Phillips, Fire Chief
Jana Radtke, Comm. Dev. Director/Planner
Thomas Tiderington, Police Chief
Kevin Bennett, Township Attorney
Alice Geletzke, Recording Secretary
39 Members of the Public

D. APPROVAL OF AGENDA

Regular Meeting - Tuesday, August 09, 2016

Moved by Ms. Conzelman and seconded by Mr. Mann to approve the agenda for the Board of Trustees regular meeting of August 9, 2016. Ayes all.

E. APPROVAL OF CONSENT AGENDA

E.1 Approval of Minutes:

Regular Meeting - July 19 2016

E.2 Acceptance of Utility Easements:

E.3 Acceptance of Communications, Resolutions, Reports:

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

E.4 Approval of Township Bills:

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, AUGUST 9, 2016**

PROPOSED MINUTES

		Year 2016
General Fund	(101)	\$817,634.32
Solid Waste Fund	(226)	116,890.71
Improvement Revolving Fund (Capital Projects)	(246)	7,174.11
Drug Forfeiture Fund	(265)	1,236.76
Golf Course Fund	(510)	2,882.29
Senior Transportation	(588)	10,748.95
Water and Sewer Fund	(592)	190,672.30
Trust and Agency Fund	(701)	7,396.10
Police Bond Fund	(702)	1,650.00
Tax Fund	(703)	-0-
Special Assessment Fund	(805)	21,423.98
Total:		\$1,177,709.52

Moved by Ms. Conzelman and seconded by Mr. Mann to approve the consent agenda for the Board of Trustees regular meeting of August 9, 2016. Ayes all.

F. PUBLIC COMMENTS AND QUESTIONS – There were none.

G. PUBLIC HEARING

1) Request for Board Action - Consent Amendment for Applied Fitness Solutions

Mr. Price opened the public hearing at 7:05 p.m. There were no public comments. Jana Radtke, Comm. Dev. Director/Planner, reviewed the five changes requested in the Consent Amendment regarding hours, use of lighting, sign requirements, changes in reference to the Zoning Ordinance, and public access from Haggerty Road. Mr. Price closed the public hearing at 7:10 p.m.

Mark LeChard of Applied Fitness Solutions addressed the Board and answered questions.

Moved by Ms. Conzelman and seconded by Mr. Curmi to approve the Motion to Authorize the Township Attorney to file a joint motion with the Attorney for 40700 Ann Arbor Road, LLC, to enter into a Consent Amendment to the 1980 Judgment for land use of Applied Fitness Solutions, 40700 Ann Arbor Road. Ayes all.

H. COMMUNITY DEVELOPMENT

I. UNFINISHED BUSINESS

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, AUGUST 9, 2016**

PROPOSED MINUTES

J. NEW BUSINESS

- 1) Request for Board Action - Approve WTUA Annual Budget - **Resolution 2016-08-09-19**

Aaron Sprague of WTUA addressed the Board and answered questions.

Moved by Ms. Conzelman and seconded by Mr. Curmi to approve **Resolution 2016-08-09-19** approving Western Townships Utility Authority (WTUA) Annual Budget for the Year Ending September 30, 2017.

Ayes: Conzelman, Curmi, Doroshewitz, Mann, Price
Nays: None
Absent: Edwards, Kelly

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

- 2) Request for Board Action - Approve the Senior Alliance 2017-2019 Multi-Year Plan (MYP) for Aging Services

Moved by Mr. Curmi and seconded by Mr. Mann to approve **Resolution 2016-08-09-20** approving the Senior Alliance 2017-2019 Multi-Year Plan (MYP) for Aging Services as presented to the Charter Township of Plymouth.

Ayes: Conzelman, Curmi, Doroshewitz, Mann, Price
Nays: None
Absent: Edwards, Kelly

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

- 3) Request for Board Action - Direction to the Board regarding Clerk's Authority to Open Mail

Ms. Conzelman presented Mr. Bennett's legal opinion regarding the Clerk's statutory and exclusive authority to open all mail delivered to the Township. The legal opinion, together with an article from the Michigan Township Association, clarified the following: A township clerk who opens mail addressed to a specific person at the address of Township Hall is not committing a crime; the clerk is simply performing his/her statutory duty. Further, any attempt to circumvent the Clerk's authority over Township mail, whether by having it directed to another address or post office box, or by enacting an ordinance preventing the Clerk from opening the mail, is in direct contravention of the law.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, AUGUST 9, 2016**

PROPOSED MINUTES

Moved by Mr. Mann and seconded by Mr. Doroshewitz to receive and file the legal opinion regarding the Clerk's authority to open mail. Ayes all.

K. SUPERVISOR AND TRUSTEE COMMENTS

Mr. Mann congratulated the winners of the local primary election and pledged his support for the new board. He also indicated that he supports the many accomplishments that the outgoing board has made over time as well as the individual elected officials who have sacrificed a lot of their own time personally to do a lot for this Township that shouldn't go unrecognized. He asked everyone, candidates and members of the public alike, to take down all of the negative comments on social media and other forums.

Mr. Curmi had questions regarding economic development projects and matters currently underway such as reimbursement by the Wayne County Treasurer's Office and City of Plymouth.

Mr. Doroshewitz indicated he would clarify his comments on social media that were made during a long and difficult campaign.

Ms. Conzelman thanked all the election inspectors and members of the counting boards for their hard work on Election Day.

Mr. Price gave updates on economic development and current projects and noted he has invited Mr. Heise to attend meetings with department heads.

M. PUBLIC COMMENTS

Chris Lavisa had questions regarding placement of campaign signs and enforcement.

N. CLOSED SESSION: Union negotiations: Open Meetings Act Section 8 (c)

At 7:40 p.m. it was moved by Ms. Conzelman and seconded by Mr. Mann to move into closed session for the discussion of Union Negotiations. Ayes all on a roll call vote.

At 8:20 p.m. it was moved by Ms. Conzelman and seconded by Mr. Mann to return to open session. Ayes all on a roll call vote.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, AUGUST 9, 2016**

PROPOSED MINUTES

O. ADJOURNMENT

Moved by Ms. Conzelman and seconded by Mr. Curmi to adjourn the meeting at 8:21 p.m. Ayes all.

Nancy C. Conzelman, Township Clerk

Shannon G. Price, Township Supervisor

MEMORANDUM

DATE: September 8, 2016

TO: Nancy Conzelman, Clerk
Plymouth Charter Township
9955 North Haggerty Road
Plymouth, Michigan 48170

FROM: David E. Richmond, P.E.

RE: Easement to be Recorded

SDA JOB NO.: PL13-108 Andover Forest Offsite Sanitary Sewer Easement

Please find the enclosed easement(s) for Township utilities constructed for the referenced project. The enclosed documents are in a format approved by the Township Attorney and accurately describe the location. They have been executed by the property owner.

Please request Board of Trustee Approval for the Clerk to sign, then forward for recording at the Wayne County Records Department. When you receive a copy of the recorded document, please forward a copy for our records.

If you have any questions, please do not hesitate to call.

Enclosure

EASEMENT

I, James Roose, having an address of 49440 Ann Arbor Road, Plymouth, Michigan 48170 hereinafter designated "GRANTOR", in consideration of the sum of One Dollar, receipt of which is hereby acknowledged and determined to be fair and just compensation by GRANTOR, does by these presents covenant and warrant that GRANTOR is the fee simple owner of the property described below and does grant and convey to the Plymouth Charter Township, a Michigan municipal corporation, 9955 North Haggerty Road, Plymouth, Michigan 48170, hereinafter designated "GRANTEE", an easement and right of way for the purpose of installation, inspection, maintenance, repair, operation and removal of municipally owned utilities, including without limitation water, storm sewer and sanitary sewer and connections thereto, in, upon and across the property owned by GRANTOR, situated in the Plymouth Charter Township, Wayne County, Michigan and more particularly described in EXHIBIT A

The GRANTEE, its employees, agents or independent contractors, shall have full right upon said property and ingress and egress thereto for the purpose of constructing, installing, maintaining, repairing, altering or removing the aforementioned facilities. Further, for the purpose of storing or moving machinery, materials or other incidentals in connection with and during the construction or maintenance of said work, GRANTEE, its employees, agents or independent contractors, shall have a right of access and use over and across adjoining lands of GRANTOR. Reasonable caution shall be observed by GRANTEE, its employees, agents and independent contractors, for the protection of trees, shrubs, fences and other improvements belonging to GRANTOR. All surplus earth shall be removed from the property or deposited on the property in a manner satisfactory to GRANTOR. Upon completion of installation, construction, maintenance, repairs, alteration or removal of said facilities, the premises shall be left as nearly as reasonably possible in the same condition as before such work began and all machinery, materials and equipment removed.

The granting of the easement as stated herein shall vest in the GRANTEE authority to use said property for the purposes herein designated. This grant of easement shall run with the land and be binding upon the heirs, successors and assigns of GRANTOR and GRANTEE. It is understood and agreed that any and all improvements or appurtenances of the municipally owned utilities in the easement premises shall become and remain at all times the property of the GRANTEE, its successors and assigns, and subject to the GRANTEE'S fees, rules, regulations and ordinances.

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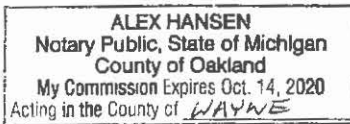
IN WITNESS WHEREOF, GRANTOR has executed this instrument on 4/13, 2015.

GRANTOR

[Signature]
James Roose
James Roose, owner
(print or type name & title)

State of MI _____)
County of Wayne)ss.

The foregoing instrument was acknowledged before me this April 13
2015, by James Roose, owner
(print grantor names and titles, if any)



[Signature]
Notary Public, Oakland County, Michigan

My commission expires: 10-14-2020

This instrument drafted by:

Nancy Conzelman, Clerk
Plymouth Charter Township
9955 North Haggerty Road
Plymouth, Michigan 48170

After recording return this instrument to:

Nancy Conzelman, Clerk
Plymouth Charter Township
9955 North Haggerty Road
Plymouth, Michigan 48170

This instrument is exempt from the Michigan transfer tax pursuant to Section 5a, being MCLA 207.505a.

This instrument approved as to form and substance by the Attorney for the Plymouth Charter Township, on
_____, 20____.

Timothy Cronin, Township Attorney

The easement description is approved as to form only by Engineer for the Plymouth Charter Township on
_____, 20____.

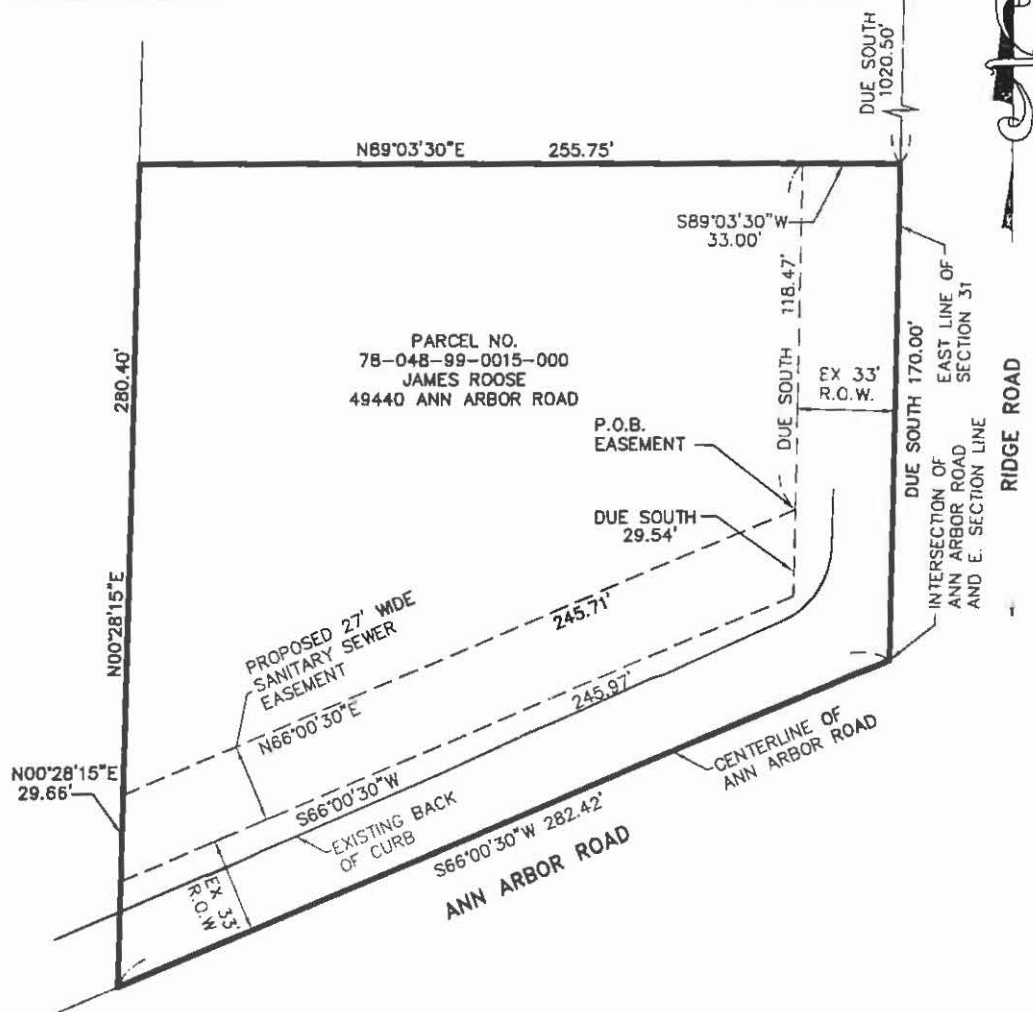
David E. Richmond, P.E., Township Engineer

This instrument accepted by the Board of Trustees of the Plymouth Charter Township at its meeting of
_____, 20____, and directed to be recorded.

Nancy Conzelman, Plymouth Charter Township Clerk

NOTE:
THE PARCEL DESCRIPTION ABOVE WAS OBTAINED FROM
PLYMOUTH TOWNSHIP ASSESSING. THE EASEMENT DESCRIPTION
IS WRITTEN BASED UPON THE FURNISHED DESCRIPTION OF
THIS OVERALL PARCEL. GREENTECH ENGINEERING, INC. HAS
NOT PERFORMED A BOUNDARY SURVEY OF THIS PARCEL AND
THE PARCEL DESCRIPTION DOES NOT NECESSARILY REFLECT
FIELD MEASURED VALUES.

EAST 1/4 COR
SECTION 31
T.1S., R.8E.
PLYMOUTH TWP.
WAYNE COUNTY



PARCEL LEGAL DESCRIPTION (PER TOWNSHIP RECORDS):

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 31, T.1S., R.8E., DESCRIBED AS:
BEGINNING AT A POINT ON THE EAST SECTION LINE DISTANT DUE SOUTH 1020.50
FEET FROM THE EAST 1/4 CORNER OF SECTION 31 AND PROCEEDING THENCE DUE
SOUTH 170 FEET; THENCE S66°00'30\"W 282.42 FEET; THENCE N00°28'15\"E 280.40
FEET; THENCE N89°03'30\"E 255.75 FEET TO THE POINT OF BEGINNING. 1.33 ACRES.

PROPOSED 27' WIDE SANITARY SEWER EASEMENT:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 31, TOWN 1 SOUTH, RANGE 8
EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN; THENCE DUE SOUTH 1020.50
FEET; THENCE S89°03'30\"W 33.00 FEET; THENCE DUE SOUTH 118.47 FEET ALONG THE
WESTERLY 33 FOOT WIDE RIGHT OF WAY OF RIDGE ROAD TO THE POINT OF BEGINNING;
THENCE CONTINUING DUE SOUTH ALONG SAID WESTERLY RIGHT OF WAY 29.55 FEET
TO A POINT ON THE NORTHERLY 33 FOOT WIDE RIGHT OF WAY OF ANN ARBOR ROAD;
THENCE S66°00'30\"W 245.97 FEET; THENCE N00°28'15\"E 29.66 FEET; THENCE
N66°00'30\"E 245.71 FEET TO THE POINT OF BEGINNING, BEING PART OF THE
SOUTHEAST 1/4 OF SECTION 31.



GREENTECH
ENGINEERING, INC.

CIVIL ENGINEERS & LAND SURVEYORS

51111 W. Pontiac Trail
Wixom, MI 48393
Phone: (248) 668-0700
Fax: (248) 668-0701

CLIENT:

TROWBRIDGE HOMES

SANITARY SEWER ESMT.

SECTION: 31 TOWNSHIP: 1 S. RANGE: 8 E.
PLYMOUTH TOWNSHIP
WAYNE COUNTY
MICHIGAN

REV. 3-31-16

DATE: 4-23-2015

DRAWN BY: DJL

CHECKED BY: DJL

0 25 50

FBK

CHF:

1

SCALE HOR 1\"= 50 FT
VER 1\"= -- FT

CHARTER TOWNSHIP OF PLYMOUTH
DEPARTMENT OF BUILDING & CODE ENFORCEMENT



MONTHLY REPORT

**August
2016**

Building Department 2016

Classification	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	2015 Totals
Total Building Permits	39	67	78	125	102	115	160	169					855
<u>Trade Permits</u>													
Electrical	18	38	30	31	36	43	53	46					295
Mechanical	40	34	44	60	39	66	62	76					421
Plumbing	22	37	40	24	22	25	50	41					261
Total Trade Permits	119	176	192	240	199	249	325	332	0	0	0	0	1832
<u>Miscellaneous</u>													
Special Inspections	1	0	0	0	1	0	0	0					2
Temp Certificate of Occupancy	0	1	0	0	0	1	0	1					3
Re-Occupancy	1	4	5	2	1	2	2	1					18
Plan Review	9	11	12	9	12	8	7	6					74
ZBA	0	1	1	0	1	1	1	0					5
Re-inspection fees	0	5	2	1	1	8	7	10					34
Vacant Land Resigtration	0	0	1	2	2	1	0	1					7
Total Miscellaneous	11	22	21	14	18	21	17	19	0	0	0	0	143
<u>Application Fee's</u>													
Electrical	18	36	27	27	34	37	45	35					259
Mechanical	40	28	42	57	39	62	57	70					395
Plumbing	22	35	40	23	21	24	50	37					252
<u>License & Registration</u>													
Builders	2	2	9	11	3	8	10	16					61
Electrical	14	15	16	12	15	12	14	16					114
Mechanical	5	5	5	8	7	4	5	16					55
Plumbing	7	6	7	5	11	5	14	13					68
Total Misc/License/Application	119	149	167	157	148	173	212	222	0	0	0	0	1347
Grand Total	238	325	359	397	347	422	537	554	0	0	0	0	3179
<u>Staffing Levels</u>													
Chief Building Official	1	1	1	1	1	1	1	1	1	1	1	1	
Part Time Building Inspector	1	1	1	1	1	1	1	1	1	1	1	1	
Full Time Ordinance Officer	1	1	1	1	1	1	1	1	1	1	1	1	
Full Time Admin Assistant	1	1	1	1	1	1	1	1	1	1	1	1	

New Commerical Building for 2016

Company Name	Property Address	Type of Work	Construction Value	Status	Month
Plymouth Haggerty Associates	9835 Haggerty RD	New medical building	200,000	Issued	February
Plymouth Haggerty Associates	41504 Ann Arbor Rd	New retail building	400,000	Issued	March
Bosch	15000 Haggerty	New chemical building	500,000	Issued	March
Tower Automotive	43955 Plymouth Oaks	New Cold Storage	1,400,000	Issued	July
Total Construction Value			2,500,000		

New Commercial Additions/Alterations for 2016

Company Name	Property Address	Type of Work	Construction Value	Status	Month
Hella N America	43811 Plymouth Oaks	bathroom remodel	30,000	Issued	January
Troy Design & Manufacturing	14425 Sheldon	computer room	350,000	Issued	January
Bosch	15000 Haggerty	solar array	200,000	Issued	January
Vacant	45550 Commerce Center	Phase I, underground	150,000	Issued	January
NewU	41300 Joy RD	warehouse door	100,000	Issued	January
Better Health	44427 Ann Arbor	demo 2 suites	6,000	Issued	January
Cequent Performance Products	47912 Halyard	Suite expansion	150,000	Issued	February
Building Bridges Therapy	46200 Port	Interior remodel	350,000	Issued	February
ATI Physical Therapy	44191 Plymouth Oak #800	Suite expansion	190,000	Issued	February
Mercy USA	44450 Pintetree 201	Interior remodel	63,000	Issued	February
1000 Degree Pizza	41576 Ann Arbor RD	Tenant finish	80,000	Issued	March
Michigan Manufacturing Tech	45501 Helm	3 additions	950,000	Issued	March
Duckworth & Associates	14496 Sheldon #210	Tenant finish	64,139	Issued	March
Better Health	44427 Ann Arbor RD	Tenant finish	160,000	Issued	April
Federal Mogul	47001 Port ST	Remodel & addition	6,939,000	Issued	April
Constellium	45550 Commerce Center	Tenant finish	1,500,000	Issued	April
QQ Nails	47325 Five Mile	Tenant finish	30,000	Issued	April
Argent International	41016 Concept	Interior remodel	130,000	Issued	April
Hella N America	43811 Plymouth Oaks	Lab expansion	142,000	Issued	April

Company Name	Property Address	Type of Work	Construction Value	Status	Month
Brugola	45555 Port	Remodel & addition	99,000	Issued	April
Secure 24	44675 Helm	Interior remodel	3,500	Issued	April
Troy Design & Manufacturing	14425 Sheldon	Phase II remodel	1,200,000	Issued	May
Zack's	9468 Main	Parking lot	30,000	Issued	May
TRAM	47200 Port	20 additional parking	48,920	Issued	May
TGR	47050 Port	7 additional parking	15,000	Issued	May
Troy Design & Manufacturing	14425 Sheldon	Crane, piers, columns	850,000	Issued	May
Our Lady of Good Counsel	47650 N Territorial	Addition	5,200,000	Issued	June
Webasto-Edscha Cabrio	14967 Pilot	Envior chamber	58,000	Issued	June
Allegra Network	47585 Galleon	20 Parking spaces	340,860	Issued	June
Chiron	44692 Helm #N	Tenant finish	105,000	Issued	June
Troy Design & Manufacturing	14425 Sheldon	Press foundations	2,100,000	Issued	July
Renaissance Roofing	15113 Northville RD	Tenant finish	14,000	Issued	July
Johnson Controls	49200 Halyard	Interior remodel	425,000	Issued	July
Toll Brothers	46979 Five Mile	Interior remodel	300,000	Issued	July
USA Hockey	14900 Beck	Locker Room	245,000	Issued	July
Pure Sleep	41512 Ann Arbor RD	Tenant finish	40,000	Issued	August
Progressive Insurance	46333 Five Mile	Interior remodel	150,000	Issued	August
Bosch	15000 Haggerty	Addition/mezzanine	700,000	Issued	August
Ann Arbor Road Ventures	40600 Ann Arbor #100	Interior demo	1,000	Issued	August
Total Construction Value			23,509,419		
Grand Total Construction Value			<u>26,009,419</u>		

Residential Housing 2016

Single Family Detached

	<u>Total #</u>	<u>Total #</u>	<u>Total</u>	<u>Total</u>
	<u>Buildings</u>	<u>Dwelling</u>	<u>Value</u>	<u>Square</u>
			<u>Construction</u>	<u>Feet</u>
January	0			
February	0			
March	1	1	204,854	2,137
April	0			
May	2	2	599,305	5,308
June	0			
July	1	1	235,100	2,454
August	3	3	903,005	10,853
September	0			
October	0			
November	0			
December	0			
Totals	7	7	\$1,942,264	20,752

Single Family Attached (Townhouses/ Row Houses)

	<u>Total #</u>	<u>Total #</u>	<u>Total</u>	<u>Total</u>
	<u>Buildings</u>	<u>Dwelling</u>	<u>Value</u>	<u>Square</u>
			<u>Construction</u>	<u>Feet</u>
January	0			
February	0			
March	1	3	525,000	3,600
April	0			
May	0			
June	0			
July	0			
August	0			
September	0			
October	0			
November	0			
December	0			
Totals	1	3	\$ 525,000	3,600

Two-Family Buildings (Duplex)

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

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

	<u>Total #</u>	<u>Total #</u>	<u>Total</u>	<u>Total</u>
	<u>Buildings</u>	<u>Dwelling</u>	<u>Value</u>	<u>Square</u>
			<u>Construction</u>	<u>Feet</u>
January	1	14	1,210,668	18,900
February	0			
March	0			
April	0			
May	0			
June	0			
July	1	12	1,053,000	16,200
August	2	28	2,457,336	37,800
September	0			
October	0			
November	0			
December	0			
Totals	4	54	\$ 4,721,004	72,900

	<u>Total #</u>	<u>Total #</u>	<u>Value</u>	<u>Square</u>
	<u>Buildings</u>	<u>Dwelling</u>	<u>Construction</u>	<u>Feet</u>
Totals all categories	12	64	\$ 7,188,268	97,252

Certificate of Occupancy List

09/02/2016

1/2

CofO Number	Status	Issued To	Address	CofO and Permit Dates	
OF16-0049	ISSUED (FINAL)	DIMOSKI, LOUIE	50526 BEECHWOOD CT	<u>CO Date Apply:</u> 08/02/2016	<u>CO Date Finaled:</u> 08/02/2016
<u>Permit Number</u> PB15-0647	<u>Applicant Name</u> Louie Dimoski		<u>Contractor</u> Louie Dimoski	<u>Permit Date Apply:</u> 08/05/2015	<u>Permit Date Issued:</u> 8/11/2015
OF16-0050	ISSUED (FINAL)	1000 Degrees Pizzeria	41576 ANN ARBOR RD	<u>CO Date Apply:</u> 08/05/2016	<u>CO Date Finaled:</u> 08/05/2016
<u>Permit Number</u> PB16-0067	<u>Applicant Name</u> MGBK Investments LLC		<u>Contractor</u> MGBK Investments LLC	<u>Permit Date Apply:</u> 02/16/2016	<u>Permit Date Issued:</u> 3/30/2016
OF16-0051	ISSUED (FINAL)	Chiron	44692 Helm ST N	<u>CO Date Apply:</u> 08/10/2016	<u>CO Date Finaled:</u> 08/10/2016
<u>Permit Number</u> PB16-0407	<u>Applicant Name</u> Ashmark Construction LLC		<u>Contractor</u> Ashmark Construction LLC	<u>Permit Date Apply:</u> 06/10/2016	<u>Permit Date Issued:</u> 6/29/2016
OF16-0052	ISSUED (FINAL)	Ravines of Plymouth	13127 Woodridge CR	<u>CO Date Apply:</u> 08/12/2016	<u>CO Date Finaled:</u> 08/12/2016
<u>Permit Number</u> PB14-0789	<u>Applicant Name</u> Livonia Builders Grandover Park LLC		<u>Contractor</u> Livonia Builders Grandover P	<u>Permit Date Apply:</u> 10/08/2014	<u>Permit Date Issued:</u> 0/22/2015
OF16-0053	ISSUED (FINAL)	Ravines of Plymouth	13125 Woodridge CR	<u>CO Date Apply:</u> 08/12/2016	<u>CO Date Finaled:</u> 08/12/2016
<u>Permit Number</u> PB14-0788	<u>Applicant Name</u> Livonia Builders Grandover Park LLC		<u>Contractor</u> Livonia Builders Grandover P	<u>Permit Date Apply:</u> 10/08/2014	<u>Permit Date Issued:</u> 0/22/2015
OF16-0054	ISSUED (FINAL)	Belaggio Homes Inc	48390 Sherwood DR	<u>CO Date Apply:</u> 08/19/2016	<u>CO Date Finaled:</u> 08/19/2016
<u>Permit Number</u> PB16-0011	<u>Applicant Name</u> Belaggio Homes Inc		<u>Contractor</u> Belaggio Homes Inc	<u>Permit Date Apply:</u> 01/15/2016	<u>Permit Date Issued:</u> 2/02/2016
OF16-0055	ISSUED (FINAL)	ASK Services Inc	40600 ANN ARBOR RD 20	<u>CO Date Apply:</u> 08/22/2016	<u>CO Date Finaled:</u> 08/22/2016
<u>Permit Number</u> PB16-0640	<u>Applicant Name</u> ASK Services Inc		<u>Contractor</u>	<u>Permit Date Apply:</u> 07/27/2016	<u>Permit Date Issued:</u> 8/22/2016
OF16-0056	ISSUED (FINAL)	Triumph Building Co LLC	40211 Ferguson AVE	<u>CO Date Apply:</u> 08/23/2016	<u>CO Date Finaled:</u> 08/23/2016
<u>Permit Number</u> PB16-0074	<u>Applicant Name</u> Triumph Building Co LLC		<u>Contractor</u> Triumph Building Co LLC	<u>Permit Date Apply:</u> 02/19/2016	<u>Permit Date Issued:</u> 3/14/2016
OF16-0057	ISSUED (FINAL)	Ravines of Plymouth	13103 Woodridge CR	<u>CO Date Apply:</u> 08/25/2016	<u>CO Date Finaled:</u> 08/25/2016
<u>Permit Number</u> PB14-0777	<u>Applicant Name</u> Livonia Builders Grandover Park LLC		<u>Contractor</u> Livonia Builders Grandover P	<u>Permit Date Apply:</u> 10/08/2014	<u>Permit Date Issued:</u> 0/22/2015
OF16-0058	ISSUED (FINAL)	Ravines of Plymouth	13107 Woodridge CR	<u>CO Date Apply:</u> 08/25/2016	<u>CO Date Finaled:</u> 08/25/2016
<u>Permit Number</u> PB14-0779	<u>Applicant Name</u> Livonia Builders Grandover Park LLC		<u>Contractor</u> Livonia Builders Grandover P	<u>Permit Date Apply:</u> 10/08/2014	<u>Permit Date Issued:</u> 0/22/2015
OF16-0059	ISSUED (FINAL)	Ravines of Plymouth	13109 Woodridge CR	<u>CO Date Apply:</u> 08/25/2016	<u>CO Date Finaled:</u> 08/25/2016
<u>Permit Number</u>	<u>Applicant Name</u>		<u>Contractor</u>		

Certificate of Occupancy List

09/02/2016

2/2

CofO Number	Status	Issued To	Address	CofO and Permit Dates	
PB14-0780	Livonia Builders Grandover Park LLC		Livonia Builders Grandover P	<u>Permit Date Apply:</u> 10/08/2014	<u>Permit Date Issued:</u> 0/22/2015
OF16-0060	ISSUED (FINAL)	Ravines of Plymouth	13115 Woodridge CR	<u>CO Date Apply:</u> 08/25/2016	<u>CO Date Finaled:</u> 08/25/2016
<u>Permit Number</u>	<u>Applicant Name</u>		<u>Contractor</u>		
PB14-0783	Livonia Builders Grandover Park LLC		Livonia Builders Grandover P	<u>Permit Date Apply:</u> 10/08/2014	<u>Permit Date Issued:</u> 0/22/2015
OF16-0061	ISSUED (FINAL)	Ravines of Plymouth	13119 Woodridge CR	<u>CO Date Apply:</u> 08/25/2016	<u>CO Date Finaled:</u> 08/25/2016
<u>Permit Number</u>	<u>Applicant Name</u>		<u>Contractor</u>		
PB14-0785	Livonia Builders Grandover Park LLC		Livonia Builders Grandover P	<u>Permit Date Apply:</u> 10/08/2014	<u>Permit Date Issued:</u> 0/22/2015

All Records

Co.DateFinaled Between 8/1/2016 12:00:00 AM AND
8/31/2016 11:59:59 PM AND
Co.Status = ISSUED (FINAL)

Number of CofO's: 13

Temporary Certificates of Occupancy

Date	Address	Occupant	Category	Permit
August 26, 2016	45501 Helm	Michigan Manufacturing Technology	commercial	PB16 0068

Certificates of Occupancy and Re-Occupancy
Plymouth Township
August 2016*
WTUA

Address	Business Name	Business	Type of work	Business Forms Given Out	
				Yes	No
41576 Ann Arbor RD	1000 Degree Pizza	New Tenant finish	food service		X
44692 Helm	Chiron	New Tenant finish			X
40600 Ann Arbor	ASA Services	Remodel	Records research	X	



Revenue Breakdown Report

Page: 1 of 33

09/02/2016

Filter: All Records, Transaction.DateToPostOn in <Previous month> [08/01/16 - 08/31/16]

Unit Totals

Unit Name	Records	Revenue
	339	132,268.00
TOTAL	339	132,268.00

Record Type Totals

Unit:	Records	Revenue
Enforcement	1	100.00
Name	6	26,000.00
Permit	332	106,168.00
UNIT TOTAL:	339	132,268.00

Record Type Breakdowns

Unit:	Records	Revenue
Record Type: Enforcement	1	100.00
TOTAL:	1	100.00

Record Type: Name	Records	Revenue
	6	26,000.00
TOTAL:	6	26,000.00

Record Type: Permit	Records	Revenue
Building	169	80,231.00
Electrical	46	6,490.00
Mechanical	76	10,696.00
Plumbing	41	8,751.00
TOTAL:	332	106,168.00

Enforcement List Vacant Properties

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement Action	Date Enforcement Closed
<u>VACANT BLD - RES</u>					
11367 43916 JOY RD	R-78-059-03-0216-000		07/07/09	Recv'd Registration	
11367 11677 FRANCIS	R-78-027-01-0129-000		04/09/10	Insp. Completed	09/20/10
11367 42405 HAMMILL	R-78-017-03-0048-301	Rottell, Barbara Joann Trust	08/05/10	Recv'd Registration	03/13/14
11367 11626 BUTTERNUT	R-78-027-01-0160-002		10/26/11	Recv'd Registration	01/16/14
11367 8890 NORTHERN	R-78-059-03-0136-000	Rowe, Kimberly W	01/13/12	Recv'd Registration	
11367 46021 ANN ARBOR TR	R-78-036-99-0011-000	Ritchie, Craig & Joyce	03/09/12	Recv'd Registration	
11367 9024 TAVISTOCK	R-78-066-01-0111-000	Christiana Trust	04/06/12	Recv'd Registration	03/31/15
11367 11677 FRANCIS	R-78-027-01-0129-000		08/06/12	Recv'd Registration	
11367 9440 NORTHERN	R-78-059-03-0167-000	Baczlo Properties, LLC	03/21/13	Recv'd Registration	
11367 11708 PACIOCCO CT	R-78-040-99-0010-702	Miller, Reed	08/05/13	Recv'd Registration	
11367 11432 MONA CT	R-78-064-04-0210-000	Five Brothers	08/13/13	Recv'd Registration	08/17/15
11367 9464 NORTHERN	R-78-059-03-0169-000	Hasimllari, Edmond	09/17/13		05/15/14
11367 40651 FIVE MILE	R-78-022-99-0002-001		10/15/13	Recv'd Registration	
11367 11864 HAGGERTY	R-78-027-01-0001-002		10/28/13	Insp. Scheduled	
11367 41451 CRABTREE LN	R-78-017-02-0521-000		11/27/13	Recv'd Registration	
11367 9464 NORTHERN	R-78-059-03-0169-000	Hasimllari, Edmond	04/30/14	Recv'd Registration	04/14/16
11367 11864 HAGGERTY	R-78-027-01-0001-002		05/14/14	Recv'd Registration	
11367 9037 NORTHERN	R-78-059-03-0201-000	Rupp, David	05/14/14	1st Reg ltr sent	
11367 46643 ANN ARBOR TR	R-78-035-99-0006-006	National Field Network	07/11/14	Recv'd Registration	05/17/16

Enforcement List Vacant Properties

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement Action	Date Enforcement Closed
11367 42405 HAMMILL	R-78-017-03-0048-301	Rottell, Barbara Joann Trust	07/28/14	No Violation	08/11/14
11367 49576 DONOVAN BLVD	R-78-041-02-0047-000	Freddie Mac	08/13/14	Recv'd Registration	
11367 45952 CONCORD DR	R-78-036-04-0058-000	Keller Williams, Lloyd Odell	10/22/14	Recv'd Registration	
11367 42082 OAK LANE	R-78-017-99-0033-001	Coldwell Banker Real Estate	01/16/15	Recv'd Registration	
11367 9037 NORTHERN	R-78-059-03-0201-000	Rupp, David	03/25/15	1st Reg ltr sent	
11367 42405 HAMMILL	R-78-017-03-0048-301	Rottell, Barbara Joann Trust	03/31/15	1st Reg ltr sent	
11367 9400 S MAIN	R-78-061-01-0003-000		03/31/15	2nd Notice	
11367 9024 TAVISTOCK	R-78-066-01-0111-000	Christiana Trust	04/25/16	Recv'd Registration	
11367 42480 PARKHURST	R-78-018-01-0046-000		05/17/16	Recv'd Registration	
11367 15102 MAPLEWOOD	R-78-017-07-0513-000	Coldwell Banker Preferred	05/18/16	Recv'd Registration	
11367 46425 SOUTHVIEW LANE	R-78-035-01-0018-000		05/25/16	Recv'd Registration	
11367 8810 BALL	R-78-059-02-0021-001		06/14/16	1st Reg ltr sent	
11367 11367 BROWNELL	R-78-064-04-0334-000		07/12/16	Closed	07/13/16
Total: 32					

Enforcement List Vacant Properties

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement Action	Date Enforcement Closed
<u>VACANT BLD- COM</u>					
11367 1303 ANN ARBOR RD	R-78-059-03-0042-000	Gregg Shoner (Trustee)	07/07/09	Recv'd Registration	01/04/12
11367 40347 ANN ARBOR RD	R-78-066-99-0001-001	Newman Family Trust	07/07/09	Violation Issued	04/11/13
11367 14556 JIB	R-78-009-03-0096-002	Elizabeth Stanaj	07/07/09	Recv'd Registration	
11367 41220 JOY RD	R-78-065-99-0011-005	DT2	02/10/12	Resolved	02/21/13
11367 40700 ANN ARBOR RD	R-78-064-03-0154-000	Applied Fitness Solutions	03/25/13	Recv'd Registration	
11367 1492 SHELDON RD	R-78-057-99-0001-013	American Beauty Tanning & Nail	09/23/14	Insp. Completed	
11367 46501 COMMERCE CENT	R-78-011-99-0001-712		10/20/14		
11367 41220 JOY RD	R-78-065-99-0011-005	DT2	03/31/15	Recv'd Registration	

Total: 8

Enforcement List Vacant Properties

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement Action	Date Enforcement Closed
<u>VACANT PROP - CO</u>					
11367 JOY RD	R-78-061-99-0026-001	Bruce Gould	07/07/09	Recv'd Registration	05/07/10
11367 JOY RD	R-78-061-99-0027-001	Bruce Gould	07/07/09	Violation Issued	06/14/11
11367 ANN ARBOR RD	R-78-054-99-0015-000	Shari Lightston, Trustee	07/07/09	Recv'd Registration	

Total: 3

Enforcement List Vacant Properties

Address	Sid-well Number	Responsible Party	Date of Enforcement Action	Status Of Enforcement Action	Date Enforcement Closed
<u>VACANT PROP - RES</u>					
11367 Greystone Blvd	R-78-064-99-0022-701	Biondo Design & Building LLC	07/07/09	1st Reg ltr sent	
11367 BECK RD	R-78-040-99-0008-000	Marcus Raymond	07/07/09	1st Reg ltr sent	06/14/11
11367 ANN ARBOR RD	R-78-054-99-0015-000	Shari Lightston, Trustee	08/07/13	2nd Notice	03/28/14
11367 9464 NORTHERN	R-78-059-03-0169-000	Hasimllari, Edmond	10/14/13	Violation Issued	08/15/14
11367 11432 MONA CT	R-78-064-04-0210-000	Five Brothers	08/17/15	Recv'd Registration	
11367 44415 ERIK PASS	R-78-058-01-0046-000		04/06/16		
11367 14801 PLYMOUTH CROS	R-78-017-09-0001-700		05/12/16	Violation Issued	
Total: 7					

09/02/16

Enforcement List Vacant Properties

Address

Sid-well Number

Responsible Party

Date of
Enforcement
Action

Status Of
Enforcement
Action

Date
Enforcement
Closed

Total All Records: 50

Page: 6



Plymouth Township Fire Department

Monthly Report

August 2016

Response Information:

The Plymouth Township Fire Department responded to **269** emergencies this month.

There was an average of **8.68** per day this month.

PTFD's average response time was **5 minutes 6 seconds** to the scene. This includes all responses including non-emergent.

Mutual Aid:

Plymouth Township Fire Department is a member of the Western Wayne County Mutual Aid Association and we provided mutual aid **5** times this month and received mutual aid **6** times.

EMS Information:

HVA transported **120** patients to the hospital.

PTFD transported **10** patients to the hospital.

Fire Loss:

There was **\$8,000.00** worth of damage to possessions and property. We prevented the destruction of **\$280,000.00** in property.

Fire Prevention:

Plymouth Township Fire Department provided 128 comprehensive fire inspections to businesses within Plymouth Township.

Fire Safety public education classes are provided to hundreds of children throughout the year. This month, the department conducted **9** fire safety talks to **613 participants**.

Incident Type Count Report

Date Range: From 8/1/2016 To 8/31/2016

Selected Station(s): All

Incident Type	Description	Count	
Station:			
3 - Rescue & Emergency Medical Service Incidents		1	0.37%
Total - Rescue & Emergency Medical Service Incidents		1	100.00%
Total for Station		1	0.37%
Station: ST1			
111 - Building fire		1	0.37%
Total - Fires		1	0.66%
200 - Overpressure rupture, explosion, overheat other		1	0.37%
Total - Overpressure Rupture, Explosion, Overheat - no fire		1	0.66%
321 - EMS call, excluding vehicle accident with injury		86	31.97%
322 - Vehicle accident with injuries		7	2.60%
324 - Motor vehicle accident with no injuries		2	0.74%
Total - Rescue & Emergency Medical Service Incidents		95	62.50%
400 - Hazardous condition, other		1	0.37%
413 - Oil or other combustible liquid spill		1	0.37%
444 - Power line down		3	1.12%
Total - Hazardous Conditions (No fire)		5	3.29%
520 - Water problem, other		1	0.37%
554 - Assist invalid		23	8.55%
Total - Service Call		24	15.79%
600 - Good intent call, other		5	1.86%
611 - Dispatched & cancelled en route		7	2.60%
6111 - Hospice Death		3	1.12%
622 - No incident found on arrival at dispatch address		2	0.74%
651 - Smoke scare, odor of smoke		2	0.74%
661 - EMS call, party transported by non-fire agency		1	0.37%
Total - Good Intent Call		20	13.16%
700 - False alarm or false call, other		2	0.74%
732 - Extinguishing system activation due to malfunction		1	0.37%
740 - Unintentional transmission of alarm, other		1	0.37%
745 - Alarm system sounded, no fire - unintentional		1	0.37%
Total - Fals Alarm & False Call		5	3.29%
9001 - Dispatch Error		1	0.37%
Total - Special Incident Type		1	0.66%
Total for Station		152	56.51%
Station: ST3			
142 - Brush, or brush and grass mixture fire		1	0.37%
Total - Fires		1	0.86%
321 - EMS call, excluding vehicle accident with injury		73	27.14%
322 - Vehicle accident with injuries		5	1.86%

Incident

Type	Description	Count	
Station; ST3 - (Continued)			
324	Motor vehicle accident with no injuries	7	2.60%
Total - Rescue & Emergency Medical Service Incidents		85	73.28%
412	Gas leak (natural gas or LPG)	2	0.74%
445	Arcing, shorted electrical equipment	1	0.37%
Total - Hazardous Conditions (No fire)		3	2.59%
500	Service Call, other	1	0.37%
512	Ring or jewelry removal	1	0.37%
522	Water or steam leak	1	0.37%
551	Assist police or other governmental agency	1	0.37%
553	Public service	2	0.74%
554	Assist invalid	4	1.49%
Total - Service Call		10	8.62%
611	Dispatched & cancelled en route	5	1.86%
6111	Hospice Death	1	0.37%
622	No incident found on arrival at dispatch address	3	1.12%
Total - Good Intent Call		9	7.76%
700	False alarm or false call, other	2	0.74%
733	Smoke detector activation due to malfunction	1	0.37%
735	Alarm system sounded due to malfunction	2	0.74%
740	Unintentional transmission of alarm, other	2	0.74%
745	Alarm system sounded, no fire - unintentional	1	0.37%
Total - Fals Alarm & False Call		8	6.90%
Total for Station		116	43.12%
		269	100.00%

Fire Department Response Times

Stations selected for analysis: All

Shifts selected for analysis: All

For Dates Beginning 8/1/2016 12:00:00AM Ending 8/31/2016 12:00:00AM

Incident Types selected for analysis: All

Incident Response Types selected for analysis: All Responses

Time in Minutes	Dispatch to Enroute	Percent Total	Cumulative Responses Percent	Enroute to Arrival	Percent Total	Cumulative Responses Percent	Dispatch to Arrival	Percent Total	Cumulative Responses Percent
0 - 1	132	58.67	132 58.67	14	6.42	14 6.42	10	4.26	10 4.26
1 - 2	73	32.44	205 91.11	17	7.80	31 14.22	12	5.11	22 9.36
2 - 3	12	5.33	217 96.44	36	16.51	67 30.73	22	9.36	44 18.72
3 - 4	6	2.67	223 99.11	31	14.22	98 44.95	30	12.77	74 31.49
4 - 5	2	0.89	225 100.00	52	23.85	150 68.81	45	19.15	119 50.64
5 - 6	0	0.00	225 100.00	28	12.84	178 81.65	44	18.72	163 69.36
6 - 7	0	0.00	225 100.00	14	6.42	192 88.07	25	10.64	188 80.00
7 - 8	0	0.00	225 100.00	12	5.50	204 93.58	20	8.51	208 88.51
8 - 9	0	0.00	225 100.00	6	2.75	210 96.33	11	4.68	219 93.19
9 - 10	0	0.00	225 100.00	2	0.92	212 97.25	8	3.40	227 96.60
10 +	0	0.00	225 100.00	6	2.75	218 100.00	8	3.40	235 100.00

Incident
Total: 225

Average Times per Incident

Average Fire Department Turn Out Time: 0 minute(s) 59 second(s)
(Dispatch to Enroute)

Average Fire Department Travel Time: 4 minute(s) 13 second(s)
(Enroute to Arrive)

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

Listing of Mutual Aid Responses by Mutual Aid Department

Report for: PLYMOUTH TOWNSHIP FIRE DEPARTMENT

Department 08204: Canton Twp FD
Automatic Aid Recieved

0001800 August 9, 2016 16:06 2 08204

Subtotal Mutual Aid Type 1

Additional Mutual Aid Departments

9341 HAGGERTY Rd

Mutual Aid Given

0001781 August 7, 2016 15:34 3 08204

0001782 August 7, 2016 15:44 3 08204

Subtotal Mutual Aid Type 2

Subtotal Department 3

Additional Mutual Aid Departments

6365 WILLOW CREEK

On CHERRY HILL at CANTON CE

Department 08232: City of Northville FD
Mutual Aid Received

0001754 August 4, 2016 14:26 1 08232

Subtotal Mutual Aid Type 1

Subtotal Department 1

Additional Mutual Aid Departments

8229 11469 ASPEN Dr

Department 08255: Northville Twp FD
Mutual Aid Received

0001906 August 21, 2016 17:16 1 08255

0001921 August 23, 2016 9:39 1 08255

Subtotal Mutual Aid Type 2

Additional Mutual Aid Departments

14707 NORTHVILLE Rd

On EMERICK at NORTH TERR

Automatic Aid Recieved

0001885 August 19, 2016 13:22 2 08255

Subtotal Mutual Aid Type 1

Additional Mutual Aid Departments

41424 E ANN ARBOR Rd

Mutual Aid Given

0001742 August 3, 2016 12:16 3 08255

0001793 August 8, 2016 16:29 3 08255

0001829 August 12, 2016 13:53 3 08255

Subtotal Mutual Aid Type 3

Subtotal Department 6

Additional Mutual Aid Departments

15455 HAGGERTY

42010 7 MILE

39901 TRADITIONS

Department HVA: Huron Valley Ambulance
Automatic Aid Recieved

0001799 August 9, 2016 16:01 2 HVA

Subtotal Mutual Aid Type 1

Subtotal Department 1

Additional Mutual Aid Departments

46331 W ANN ARBOR Rd

Total 11

Agency Activity Summary

Plymouth Community Fire Dept

Agency: Plymouth Community Fire Dept | Service Date: From 08/01/2016 Through 08/31/2016

Total Number of ePCRs: 162

Total Number of Incidents: 159

By Branch

01 Station 1 = 85

03 Station 3 = 77

Run Disposition

	#	%		#	%
Transports	10	6.2%	Dead Prior To Arrival	N/A	N/A
Treated / Transferred Care	128	79.0%	Dead After Arrival	N/A	N/A
Treated / No Transport	11	6.8%	Treat/Transported by Private Veh.	N/A	N/A
No Treatment	N/A	N/A	No Transport / Refused Care	13	8.0%
Transported / Refused Care	N/A	N/A	Other	N/A	N/A
Cancelled	N/A	N/A	No Patient Found	N/A	N/A
Left Blank	N/A	N/A			

Run Type

	#	%		#	%
Emergency Runs	162	100.0%	Non-Emergency Runs	N/A	N/A
Stand By	N/A	N/A	Stand By	N/A	N/A
Mutual Aid	N/A	N/A	Mutual Aid	N/A	N/A
Interfacility	N/A	N/A	Interfacility	N/A	N/A
Intercept	N/A	N/A	Intercept	N/A	N/A
Emergency Runs (Scheduled)	N/A	N/A	Non-Emergency Runs (Scheduled)	N/A	N/A
Stand By	N/A	N/A	Stand By	N/A	N/A
Mutual Aid	N/A	N/A	Mutual Aid	N/A	N/A
Interfacility	N/A	N/A	Interfacility	N/A	N/A
Intercept	N/A	N/A	Intercept	N/A	N/A

Emergency Type Left Blank: 0

Runs by Unit

Unit	Total Runs	Treat/Transp	Treat/Transfer	Treat/No Transp	Transp/Ref. Care	Cancelled	Dead Prior Arr	Dead After Arr	T/T Priv Veh	No Trans/Ref. Care	Other	No Pal. Found
0401	86	5	69	9	0	0	0	0	0	3	0	0
0403	74	5	58	1	0	0	0	0	0	10	0	0
E3	2	0	1	1	0	0	0	0	0	0	0	0
Total	162	10	128	11	0	0	0	0	0	13	0	0

Runs by Service Level

Dispatched Service Level	#	%	Recommended Service Level	#	%
BLS	5	3.1%	BLS	27	16.7%
ALS	157	96.9%	ALS1	132	81.5%
SCT	N/A	N/A	ALS2	3	1.9%
			SCT	N/A	N/A
			Rotary Wing	N/A	N/A
			Fixed Wing	N/A	N/A

Runs by Insurance Type with Service Level *(Multiple insurance types may have**been marked on a run)*

Type	BLS	%	ALS1	%	ALS2	%	SCT	%Rotary Wing	%Fixed Wing	%	Total	%
None	27	16.7%	132	81.5%	3	1.9%	N/A	N/A	N/A	N/A	162	100.0%

Runs by Primary PI (Note - Primary PI is based on the ICD-10 priority setup in HealthEMS)

Description	#	%
Abdominal Pain	6	3.7%
Airway Obstruction	1	0.6%
Allergic Reaction	3	1.9%
Alt. Level Conscious	1	0.6%
Anxiety	4	2.5%
Back Pain (No Trauma)	2	1.2%
Behavioral Disorder	3	1.9%
CVA/Stroke	3	1.9%
Cardiac Arrest	1	0.6%
Cardiac Symptoms	2	1.2%
Chest Pain	8	4.9%
Depression (acute)	1	0.6%
Diabetic Symptoms	1	0.6%
Dizziness	3	1.9%
Dyspnea-SOB	6	3.7%
Flu Symptoms	1	0.6%
GI -Bleed	2	1.2%
Headache (no trauma)	1	0.6%
Monitoring Required	1	0.6%
Nausea	1	0.6%
No Medical Problem	6	3.7%
Poisoning	1	0.6%
Psychiatric Emerg.	4	2.5%
Seizure	2	1.2%
Syncope/Fainting	3	1.9%
Trauma Injury	33	20.4%
Unknown Medical	21	13.0%
Vomiting	2	1.2%
Weakness	9	5.6%
Left Blank	30	18.5%
Total	162	100.0%

Runs by Dispatch (EMD) Code

<u>Description</u>	<u>#</u>	<u>%</u>
1 Abdominal Pain	4	2.5%
10 Chest Pain [non-traumatic]	8	4.9%
12 Convulsions/Seizures	4	2.5%
13 Diabetic	3	1.9%
17 Falls	34	21.0%
18 Headache	1	0.6%
19 Heart Problems A.I.D.C	2	1.2%
2 Allergies/Envenomations	3	1.9%
20 Heat/Cold Exposure	1	0.6%
21 Hemorrhage/Lacerations	2	1.2%
23 Overdose/poisoning	3	1.9%
25 Psychiatric/Abnormal behavior/Suicide Attempt	10	6.2%
26 Sick Person	27	16.7%
28 Stroke [CVA]	4	2.5%
29 Traffic/Accidents	20	12.3%
3 Animal Bites/Attacks	1	0.6%
30 Traumatic Injuries	7	4.3%
31 Unconscious/Fainting	6	3.7%
32 Unknown Problem	1	0.6%
4 Assault/Sexual Assault	1	0.6%
5 Back Pain	2	1.2%
6 Breathing Problems	14	8.6%
88 Not applicable	2	1.2%
9 Cardiac or Respiratory Arrest/Death	1	0.6%
<i>Left Blank</i>	1	0.6%
<i>Total</i>	162	100.0%

Transport From (Category)

	<u>#</u>	<u>%</u>
Residence (Home)	108	66.7%
Scene of Accident or Acute Event	50	30.9%
Residential, Custodial Facility	3	1.9%
--Left Blank--	1	0.6%
<i>Total</i>	162	100.0%

Transport From (Facility)

	<u>#</u>	<u>%</u>
--Left Blank--	162	100.0%
<i>Total</i>	162	100.0%

Transport To (Destination Facility)

	<u>#</u>	<u>%</u>
St Mary Livonia ER	79	48.8%
No transport	21	13.0%
--Left Blank--	19	11.7%
Providence Park ER-Novi	14	8.6%
St Joe Ann Arbor ER	12	7.4%
UNIVERSITY OF MICHIGAN ER	11	6.8%
Henry Ford West Bloomfield	3	1.9%
Botsford Hospital ER	2	1.2%
Garden City ER	1	0.6%
<i>Total</i>	162	100.0%

Incident Summary by Incident Type

Date Range: From 8/1/2016 To 8/31/2016

Incident Type(s) Selected: All

Incident Type	Incident Count	Used in Ave. Resp.	Average Response Time hh:mm:ss	Total Loss	Total Value
Fire	2	1	00:04:34	\$8,000.00	\$280,000.00
Rupture/Explosion	1	1	00:05:02	\$0.00	\$0.00
EMS/Rescue	181	158	00:06:33	\$0.00	\$0.00
Hazardous Condition	8	8	00:06:17	\$0.00	\$0.00
Service Call	34	28	00:06:38	\$0.00	\$0.00
Good Intent	29	11	00:06:49	\$0.00	\$0.00
False Call	13	12	00:06:27	\$0.00	\$0.00
Other	1	1	00:00:38	\$0.00	\$0.00
Totals	269	220		\$8,000.00	\$280,000.00

FOIA Monthly Report

Run Date: 09/01/2016 9:45 AM

Create Date	Company Name	Customer Full Name	Type of Information Requested	Amount of Payment
8/11/2016	American Tax Reporting	Maria Baquerizo	Other	
8/11/2016	American Tax Reporting	Maria Baquerizo	Other	
8/11/2016	D&G Dominion	Chad Matthews	Other	
8/15/2016	American Tax Reporting	Maria Baquerizo	Other	
8/18/2016	American Tax Reporting	Tax Analyst Carrie Crane	Zoning	
8/11/2016	Property Damage Recovery Specialists	Ron Paradoski	Fire Report	
8/11/2016	Applied EcoSystems	Lisa Miller	Other	
8/16/2016	Applied Environmental, Inc.	Alicia Chiaravalli	Other	
8/30/2016		Mr. Tim Siterlet	Police Records	
Total Requests: 9				Total Dollars: 0



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: September 13, 2016

ITEM: Application 2213 – Plymouth Marketplace PUD Option

PRESENTER: Jana Radtke, Community Development Director/Planner

OTHER INDIVIDUALS IN ATTENDANCE: Bill Eisenberg, Applicant

BACKGROUND: The applicant is proposing to redevelop Parcel R-78-065-99-0012-000 under a Planned Unit Development (PUD) Option. The subject property consists of approximately 9 acres and is located south of Ann Arbor Road, east of Haggerty Road, and west of I-275. The property is zoned ARC (Ann Arbor Road Corridor) and is currently occupied by Kmart. The proposed PUD would involve the redevelopment of the existing Kmart building and would create two outbuildings along Ann Arbor Road.

On August 17, 2016, the Planning Commission held a public hearing and recommended approval of the PUD Option to the Board of Trustees.

ACTION REQUESTED: To approve Application 2213, which would allow the subject property to be developed under a PUD Option, as recommended by the Planning Commission.

BUDGET/ACCOUNT NUMBER: N/A

RECOMMENDATION: Approve.

MODEL RESOLUTION: I move to approve Application 2213, which would allow Parcel R-78-065-99-0012-000 to be developed under a Planned Unit Development (PUD) Option, as recommended by the Planning Commission.

ATTACHMENTS: Minutes from Planning Commission Meeting, Staff Reports, Materials Submitted by the Applicant



PLANNING COMMISSION
CHARTER TOWNSHIP OF PLYMOUTH



Application: 2213-0716
ApplicationType: Request for PUD Option Approval
Applicant: Plymouth Marketplace
Tax I.D(s): R-78-065-99-0012-000

**CHARTER TOWNSHIP OF PLYMOUTH
PLANNING COMMISSION – REGULAR MEETING
WEDNESDAY, August 17, 2016 • 7:00 PM
PROPOSED MINUTES**

Leo Gonzales, representing applicant Ned Jawich, addressed the Commission and answered questions regarding the extended-stay hotel and drive-thru restaurant proposed for the property. Among the items discussed were the long-term vacancy of the land-locked property, parking, other uses in the area, length of stay for potential customers, traffic flow, and conflict with the Master Plan.

Chairman Cebulski opened the public hearing at 7:17 p.m. There being no public comment, the hearing was closed at 7:18 p.m.

After further discussion and a request by Mr. Gonzales that the item be tabled, it was moved by Commissioner Sturdy and supported by Commissioner Barberena to deny Special Land Use Approval requested in Application 2212-0716 for Plymouth Landing – Hotel and Drive-Thru Restaurant for reasons stated in the report of the Community Development Director/Planner.

AYES: Sturdy, Barberena, Cebulski, Harb, Kelly
NAYS: Postell, Pratt

Motion carried.

2. P.C. No: 2213-0716

Applicant/Developer:	Parck Plaza Shopping Center LLC
Contact Name:	William Eisenberg
Project Name:	Plymouth Marketplace
Location:	South of Ann Arbor Rd, East of Haggerty, West of I-275
Section No.:	36
Tax I.D. No.:	R-78-065-99-0012-000
Zoning:	ARC, Ann Arbor Road Corridor
Action Requested:	Applicant is requesting Planned Unit Development Option Approval

**CHARTER TOWNSHIP OF PLYMOUTH
PLANNING COMMISSION – REGULAR MEETING
WEDNESDAY, August 17, 2016 • 7:00 PM
PROPOSED MINUTES**

Mrs. Radtke reviewed her report dated August 9 and the reports of Spalding DeDecker Associates and the Fire Department were received.

Bryan Amann, a representative for the project, addressed the Commission and answered questions regarding the plans for the redevelopment of the existing Kmart building and the creation of two outbuildings along Ann Arbor Road. Among items discussed was the possibility of closing the center entrance on Ann Arbor Road.

Chairman Cebulski opened the public hearing at 8:06 p.m.

Faith Nelson, an employee of the Kmart warehouse, asked when the current lease will expire. It was explained that the current lease expires in November 2017 and redevelopment would take place after that.

There being no further public comment, the hearing was closed at 8:07 p.m.

Moved by Commissioner Pratt and supported by Commissioner Barberena to recommend to the Board of Trustees approval of the Planned Unit Development Option requested in Application 2213-0716 for Plymouth Marketplace, with the conditions as shown in the Planner's report of August 9, 2016 and the Engineering report of August 1, 2016. Ayes all.

ITEM NO. 4 – TOWNSHIP CAPITAL IMPROVEMENT PROJECTS

N/A

ITEM NO. 5 – OLD BUSINESS

N/A

ITEM NO. 6 – NEW BUSINESS

1. P.C. No: 2210-0716

Applicant/Developer:	Merritt Cieslak Design
Contact Name:	Ronald Cieslak
Project Name:	Lake Pointe Bible Church Addition
Location:	42150 Schoolcraft Rd
Section No.:	23
Tax I.D. No.:	R-78-017-01-0002-006
Zoning:	R-1, Single Family Residential
Action Requested:	Applicant is requesting Site Plan Approval

Mrs. Radtke reviewed her report dated July 28, 2016 which recommended tentative and final site plan approval with conditions listed. Also received were the reports of Spalding



CHARTER TOWNSHIP OF PLYMOUTH

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

August 9, 2016

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

RE: P.C. No.: 2213-0716
Address/Location: South of Ann Arbor Road, East of Haggerty Road,
West of I-275
Tax ID No: R-78-065-99-0012-000
Applicant/Developer: Parck Plaza Shopping Center LLC
Type of Review: Planned Unit Development Option Approval
Review Number: Written Review #1

Dear Commission Members,

The above-referenced application has been reviewed for a Planned Unit Development (PUD) Option. The site consists of approximately 9 acres and is located south of Ann Arbor Road, east of Haggerty Road, and west of I-275. The proposed PUD would involve the redevelopment of the existing Kmart building and would create two outbuildings along Ann Arbor Road. The site is currently zoned ARC, Ann Arbor Road Corridor, and is surrounded by Commercial and Office uses.

	Zoning District	Future Land Use Plan	Existing Use
North	ARC & OS-ARC	Ann Arbor Road Corridor Office & Commercial	Drive-through restaurant, office, fitness center
West	ARC & OS-ARC	Ann Arbor Road Corridor Office & Commercial	Bank, office
South	ARC	Ann Arbor Road Corridor Commercial	Dealership
East	ARC	Ann Arbor Road Corridor Commercial	Dealership

Section 23.1 of the Township Zoning Ordinance indicates that a PUD is an optional method of development which may only be permitted after public hearing and recommendation by the Planning Commission and approval by the Board of Trustees upon finding that the proposed PUD reflects the following basic principles:

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

1. *The proposal is in conformity with the spirit and intent of the Planned Unit Development Option, as established in the Purpose Section of Article 23. In the ARC and OS-ARC Districts, the PUD Option would facilitate the redevelopment of a site which may be aging, functionally obsolete, or be such that the Commission finds that redevelopment would create a substantial benefit to the Township, consistent with the Master Plan.*

The proposal is consistent with the spirit and intent of the PUD Option. The existing Kmart site is located at one of the most prominent gateways to the community, but is currently underutilized. In addition, the building was constructed before the Ann Arbor Road Corridor design standards were established and, therefore, is not consistent with current design criteria. The PUD Option would encourage the redevelopment of an outdated commercial site and contribute to the positive image of the Ann Arbor Road Corridor.

2. *The proposed uses and the location, height, bulk, and character of said uses on the subject property shall be in harmony with the existing and proposed land patterns of adjacent properties and the general planning area, and shall ensure the stability of the orderly development of adjacent lands and the general planning area as indicated by the Future Land Use Plan.*
 - a) The intent of the Plymouth Marketplace PUD is to offer a variety of commercial uses, which would be compatible with the Ann Arbor Road Corridor District. The general scale and character of the proposed buildings would appear to be in harmony with the adjacent properties and an enhancement to the surrounding area.
 - b) Conceptual building elevations have been submitted. The elevations indicate that the façade of the existing Kmart building would be updated to include brick masonry units, burnished block, stone, and E.I.F.S. Similarly, the concept elevation for the outbuilding shows a combination of brick masonry units, brick, burnished block, and E.I.F.S.

Although the conceptual elevations demonstrate a significant upgrade to the existing Kmart building, we would recommend that consideration be given to selecting a different treatment for the fluted block. A material that gives the appearance of brick or stone would meet the requirements of Section 28.14 of the Zoning Ordinance and would be more compatible with other recent development projects along Ann Arbor Road, including the Plymouth Towne Center, which is located to the northwest of Ann Arbor Road and Haggerty Road. The building elevations must be addressed to the satisfaction of the Planning Commission.

- c) Section 23.11 of the Zoning Ordinance indicates that the maximum height permitted for a PUD in the ARC District is 38 feet. However, the Planning Commission has the authority to permit taller structures, provided that the alternative is consistent with the objectives of Article 23.

The Concept Plan notes that the maximum height of the buildings may be 45 feet to accommodate appurtenances and achieve architectural interest. It is our perspective that this would not be an issue, provided that the main body of the building does not exceed 38 feet.

- 3. *The proposed uses and the location of said uses on the subject property shall be such that traffic to and from the site will not be hazardous or adversely impact abutting properties or conflict with the normal traffic flow of the general area. In reviewing this particular aspect, the Commission and the Board shall consider the following: (a) Conflicts with convenient routes for pedestrian traffic, particularly of children. (b) The relationship of the site to major thoroughfares and street intersections.*

The proposed use would not have an adverse impact on the adjacent vehicular and pedestrian circulation systems. The site would be accessible through 2 existing driveways along Ann Arbor Road and 2 existing driveways along Haggerty Road. No new curb-cuts are being proposed. An existing 5-foot sidewalk is located along the frontages of Ann Arbor Road and Haggerty Road.

- 4. *The intensity of uses associated with the proposal and such noises, vibrations, odors, glare, reflection of light, heat, hours of operation and other external effects which would normally be a product of the proposed uses, shall be compatible with the existing land uses of the abutting properties and shall insure the stability of the orderly development of same as indicated in the Future Land Use Plan for the Township.*

The proposed PUD would be located on land which is designated for commercial uses on the Zoning Map and the Future Land Use Map. It is not anticipated that the proposed PUD would produce any noise, vibration, odor, glare, reflection of light, heat, hours of operation, or other external effects which would have an adverse impact on adjacent properties.

5. *Other Considerations*

- a) **Parking**

Although parking would be reviewed in detail during the PUD Site Plan

Review, the number of spaces provided could affect the feasibility of the PUD. Therefore, we feel it is necessary for parking to be addressed during the PUD Option stage.

Although the Zoning Ordinance would require 4 parking spaces per 1,000 square feet for a shopping center, the applicant is proposing 3.5 spaces per 1,000 square feet. The Project Narrative indicates that 3.5 spaces per 1,000 square feet is more in line with the current parking standard for a modern commercial shopping center, and would achieve a better balance between the building areas and parking. The standard for calculating parking spaces within the PUD must be addressed to the satisfaction of the Planning Commission.

b) Signage

Another factor that the Planning Commission may want to consider during the PUD Option stage is signage. The Concept Plan depicts two 20-foot ground signs. One sign would be located near the entrance to the site along Ann Arbor Road, and the other sign would be located near the entrance along Haggerty Road.

It is important to note that within the Ann Arbor Road Corridor, all ground signs are required to be monument signs with a brick base and have a maximum height of 10 feet. Signage within the PUD must be addressed to the satisfaction of the Planning Commission.

RECOMMENDATION

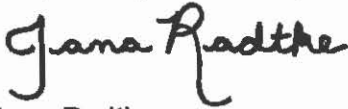
Our recommendation would be for the Planning Commission to **recommend approval of the proposed Planned Unit Development Option to the Board of Trustees**, subject to the following:

1. The building elevations must be addressed to the satisfaction of the Planning Commission. Consideration should be given to selecting a different treatment for the fluted block.
2. The standard for calculating parking spaces within the PUD must be addressed to the satisfaction of the Planning Commission.
3. The proposed signage within the PUD must be addressed to the satisfaction of the Planning Commission.

Charter Township of Plymouth
The Plymouth Marketplace
August 9, 2016

Within the 12 months following Township Board approval of the Planned Unit Development Option, the applicant must submit a General Development Plan and Planned Unit Development Contract.

Respectfully Submitted,

A handwritten signature in black ink that reads "Jana Radtke". The signature is written in a cursive style with a large, stylized 'J' and 'R'.

Jana Radtke
Community Development Director/Planner
Charter Township of Plymouth

August 1, 2016

The Planning Commission
Plymouth Charter Township
9955 North Haggerty Road
Plymouth, Michigan 48170

Re: Plymouth Marketplace – PUD Option
Application No. 2213-0716
SDA Review No. PL16-142

Dear Commission Members:

We have reviewed the PUD Option for the referenced project prepared by Rogvov Architects and Allen Design LLC dated July 20, 2016, and received by our office July 26, 2016. We have the following comments:

A. General

The site is 9.37 acres and located on the south side of Ann Arbor Road, east of Haggerty Rd. The site currently contains a Kmart store with entrances from Ann Arbor Road and Haggerty Road. The proposed PUD option includes three commercial buildings, containing space for up to five commercial tenants.

B. Water Main

There is an existing 12" diameter water main located on the south side of Ann Arbor Road and along the east side of Haggerty Road. There is also an existing 8" diameter water main located along the east and south property lines of the project parcel.

C. Sanitary Sewer

There is an existing 8" - 12" sanitary sewer located on the west side of Haggerty Road. There is also an existing 8" sanitary sewer located along the south property line of the project parcel.

D. Storm Drainage

The storm water management for the two proposed outlot buildings would be provided through an underground system. The storm water for the remaining parcel would be provided using the existing storm water system. A Wayne County permit for storm water will be required.

E. Site Paving

The parcel may be accessed by two entrances along Ann Arbor Road and two entrances along Haggerty Road. Parking lot dimensions for parking spaces and drive aisle widths have not been shown on the plans. Dimensions will need to be included on site plans.

RECOMMENDATION

Based on the above observations, it appears the subject project can be designed to meet the engineering requirements of Plymouth Township and therefore we recommend approval.

If you have any questions regarding this matter, please contact our office at your convenience.

Sincerely,

SPALDING DEDECKER



David E. Richmond, PE
Project Manager

cc: Patrick Fellrath, Director of Public Utilities, Charter Township of Plymouth (via Email)
Jana Radtke, Community Development Director, Charter Township of Plymouth (via Email)
Sarah Visel, Administrative Assistant, Charter Township of Plymouth (via Email)



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 07/29/2016

RE: APPLICANT	Parck Plaza Shopping Center LLC
Project	Plymouth Marketplace
Address	South of Ann Arbor RD, East of Haggerty Rd, West of 275.
Property ID	R-78-065-99-0012-000

DEAR COMMUNITY DEVELOPMENT.

The Plymouth Township Fire Department has completed the review of the **PUD Option Approval** 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.

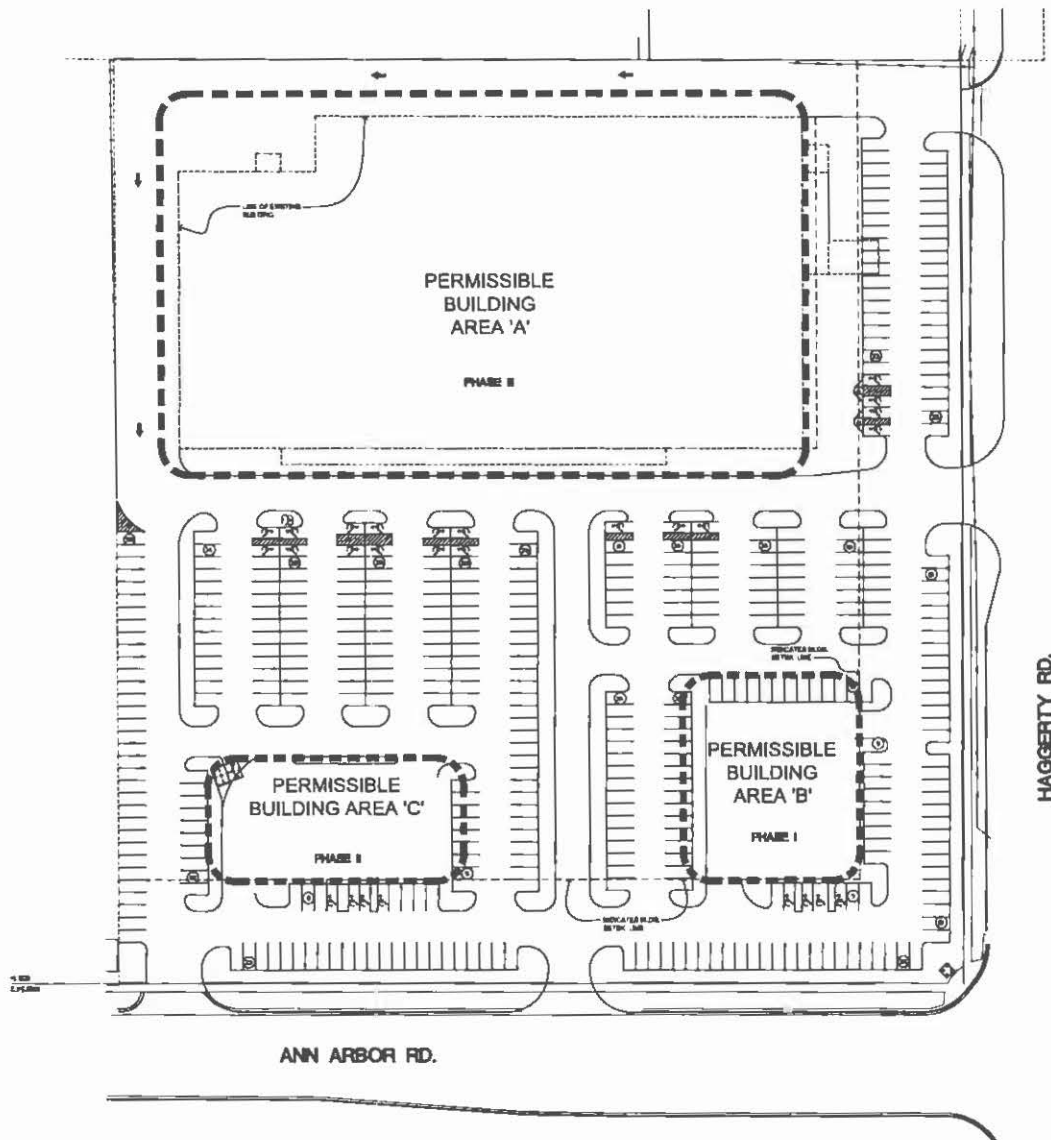
The Office of Fire Prevention has no objection to this PUD Option Approval.

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

Fire Inspector/ Investigator
734-354-3219

H:\LETTERS\TWP LETTERS\PUD.doc



GENERAL NOTES:

LAND/ BUILDING/ PARKING DATA :

Journal for _____
 7-18-1975 (1-22-75)
 1975-1976 (1-22-75)

SEC Ann Arbor Rd. & Haggerty Rd.
Plymouth Township, Michigan



ROGVOY
ARCHITECTS

Conceptual
Site Plan

File number: **16022**

 **SITE PLAN**

© COPYRIGHT 1998 BY JAMES HANCOCK ASSOCIATES, P.C.

SP-1

Proposed
Commercial Development

[illegible]

FBI RYF SCALE	
issue date	20 JUN 78
drawn	FL
checked	MD
approved	MD

A-2



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: September 13, 2016

ITEM: Application 2138 – Andover Forest Cluster Housing Agreement
and Final Site Plan

PRESENTER: Jana Radtke, Community Development Director/Planner

OTHER INDIVIDUALS IN ATTENDANCE: Bruce Michael, Applicant

BACKGROUND: Application 2138 pertains to Parcel R-78-048-99-0013-000 & Parcel R-78-048-99-0006-000. The subject property consists of 18 acres and is located north of Ann Arbor Road and west of Ridge Road. The Board of Trustees approved a Cluster Housing Option for the subject property on June 25, 2013, and approved a two-year extension of the Option approval on December 9, 2014. The proposed cluster development would consist of 15 detached single-family condominium units.

At this time, the applicant is requesting approval of the Cluster Housing Agreement and Final Site Plan for Andover Forest. The Final Site Plan is Exhibit A to the Cluster Housing Agreement. On September 17, 2014, the Planning Commission recommended approval of the Cluster Housing Agreement and Final Site Plan. The Township Attorney has reviewed and approved the documents, and the applicant has secured the necessary permits from Wayne County and the Michigan Department of Transportation (MDOT).

ACTION REQUESTED: To approve the Cluster Housing Agreement and Final Site Plan, as recommended by the Planning Commission.

BUDGET/ACCOUNT NUMBER: N/A

RECOMMENDATION: Approve.

MODEL RESOLUTION: I move to approve the Cluster Housing Agreement and Final Site Plan for Application 2138, Andover Forest, as recommended by the Planning Commission.

ATTACHMENTS: Minutes from the Planning Commission meeting, Proposed Cluster Housing Agreement and Final Site Plan, Condominium Documents, Conservation Easement, Staff Reports



PLANNING COMMISSION
CHARTER TOWNSHIP OF PLYMOUTH



Application: 2138-0414
ApplicationType: Request Approval for Site Plan - Cluster Housing
Applicant: Ojibway Development, Bruce Michael, Agent
Tax ID: R-78-048-99-0013-000 & R-78-048-99-0006-000

**CHARTER TOWNSHIP OF PLYMOUTH
PLANNING COMMISSION -- REGULAR MEETING
WEDNESDAY, SEPTEMBER 17, 2014
MINUTES**

ITEM NO. 5 - OLD BUSINESS - N/A

1. P.C. No: 2138-0414

Applicant/Developer:	Ojibway Development
Contact Name:	Bruce Michael
Project Name:	Andover Forest
Location:	North of Ann Arbor Road, West of Ridge Road
Section No.:	31
Tax I.D. No.:	R-78-048-99-0013-000 & R-78-048-99-0006-000
Zoning:	R-1-E, Single Family Residential
Action Requested	Applicant is requesting approval for the Site Plan, Cluster Housing Agreement, Master Deed and By-laws, and Conservation Easement

Mrs. Radtke reviewed her report dated September 5, 2014 and Mr. Richard reviewed the engineering report of September 10, 2014. The Fire Department report was received.

Mr. Bruce Michael addressed the Commission, presented plans, discussed the entry feature and the maximum height of 12 ft. for the decorative entry street lights, and reviewed the status of required permits.

Moved by Commissioner Pratt and supported by Commissioner Postell to recommend to the Board of Trustees for Application 2138-0414, Ojibway Development for Andover Forest, final approval of the Site Plan, Cluster Housing Agreement, Master Deed and By-laws and Conservation Easement subject to the following:

1. All items being met under the Recommendations Section of the Planner's report, particularly approval of the sign feature and attendant lights.
2. Subject to all of the items listed in the Engineering report.
3. Subject to the Township Attorney's approval of the proposed Cluster Housing Agreement, Master Deed and By-laws and Conservation Easement.
4. Subject to property tax and water bill payments being current.

Ayes all.

ITEM NO. 6 – NEW BUSINESS – N/A

ITEM NO. 7 – OTHER PLANNING COMMISSION BUSINESS

1. Update on Master Plan and Future Land Use Map Review

Mrs. Radtke asked that Commissioners review the draft presented for discussion at the October meeting. She indicated she hoped to present the existing land use analysis at the October meeting.

Commissioners discussed possible fact-finding procedures for Recreation Plan inclusions.

**ANDOVER FOREST
CLUSTER HOUSING AGREEMENT**

THIS AGREEMENT (the "Agreement") entered into as of this ____ day of September, 2016 by Andover Forest, LLC, a Michigan Limited Liability Company (the "Owner and Developer"), Andover Forest Condominium Association, a Michigan nonprofit corporation (the "Condominium Association"), and the Charter Township of Plymouth, a Michigan municipal corporation, located at 9955 North Haggerty Road, Plymouth, Michigan 48170 (the "Township").

WITNESSETH:

WHEREAS, the zoning ordinance of the Charter Township of Plymouth, being Ordinance No. 99, provides for an optional method of development whereby cluster housing can be constructed upon appropriately zoned premises, without compliance with lot setback, side yard and other similar limitations, as more fully set forth in Article XVIII of said ordinance; and

WHEREAS, the Owner and Developer desires to develop a project of not more than FIFTEEN (15) dwelling units upon premises described in Section 1 below (the "Project"), said project to be developed as a residential building site condominium project to be known as Andover Forest (sometimes hereinafter referred to as the "Condominium"), under the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Condominium Act"), and desires to obtain the benefit of the provisions of the cluster housing sections of Ordinance No. 99, which provisions require approval and execution of a contract providing assurances to the Township as to the installation of certain improvements and including, without limitation, the maintenance of public utilities, roadways and open spaces.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and in consideration of the approval of the project by the Township under Article XVID of Ordinance No. 99, the parties hereby agree as follows:

1. **Legal Description of Real Property Constituting Project.** The real property (sometimes hereinafter referred to as the "Real Property") to which this Agreement pertains is situated in the Charter Township of Plymouth, County of Wayne, State of Michigan, and is legally described as:

Commencing at the East ¼ Corner of Section 31, Town 1 South, Range 8 East, Plymouth

Township, Wayne County, Michigan; thence South 00 degrees 50 minutes 20 seconds West 1189.77 feet along the East line of said Section 31; thence South 66 degrees 57 minutes 20 seconds West 286.71 feet (recorded as South 66 degrees 00 minutes 30 seconds West 282.42 feet) along the centerline of Ann Arbor Road, (66 feet public right-of-way) to the Point of Beginning; thence continuing South 66 degrees 57 minutes 20 seconds West (recorded as South 66 degrees 00 minutes 30 seconds West) 805.01 feet along said centerline; thence North 00 degrees 43 minutes 47 seconds West 1609.05 feet along the East line of lots 59, 60, 65 and 66 of "Country Acres of Plymouth Subdivision No. 1", as recorded in liber 110 of plats, pages 68 to 84, Wayne County Records; thence North 89 degrees 33 minutes 24 seconds East 414.32 feet along the South line of lots 4, 5 and 6 of "Pine Ridge Estates Subdivision", as recorded in liber 104 of plats, pages 44 to 47, Wayne County Records; thence South 00 degrees 55 minutes 40 seconds West 778.11 feet; thence North 89 degrees 57 minutes 48 seconds East 369.80 feet; thence South 01 degrees 07 minutes 48 seconds West 519.34 feet (recorded as 517.2 feet) to the Point of Beginning, being part of the Southeast $\frac{1}{4}$ of said section 31, containing 18.85 acres of land, more or less, being subject to the rights of the public over the Southerly 33 feet thereof, as occupied by said Ann Arbor Road, and being subject to easements and restrictions of record, if any.

Subject to visible easements and easements and restrictions of record.

2. **Ownership of Land.** The real Property described in Section 1 is owned in fee simple by the Owner and Developer. Owner and Developer warrant that this Agreement and the provisions hereof are covenants running with the land and binding on all future Owners and Developers and possessors of the Real Property. Owner and Developer warrants that this Agreement is not now and will not in the future be subordinated by Owner and Developer to the rights, obligations or interest of any person or entity.

3. **Future Ownership of Land.** The Real Property which is established as Andover Forest by recording a Master Deed by the Owner and Developer will be owned by individual owners of condominium units as Co-owners pursuant to the Condominium Act and all responsibilities for the maintenance, upkeep, repair and replacement of all general common elements shall be discharged by the Association which has been or will be formed by the Owner and Developer for the purpose of operating and managing the Project.

4. **Open Land and Public Improvements.** The general common elements of the Project shall include those items identified in the Master Deed of the Condominium Project such as roads, streets and ways, open space land and underground utility mains for storm and sanitary sewers, water supply, natural gas and other fuels, electricity and cable communications, including telephone and television (such specific general common elements being hereinafter referred to as "Public Improvements") Further, the Public Improvements shall include all details noted as Public Improvements on the final Site Plan, a copy of which is attached as Exhibit A to this Agreement and incorporated by reference, including the grading, landscaping and storm water drainage system. Nothing contained in this Agreement shall constitute or have the effect of making any Public Improvement on the general common elements "public property" or the property of the Township. Any of the Public Improvements may be accepted for either ownership or jurisdiction by the Township, in its sole discretion, by mutual agreement of Owner

and Developer or the Association, by instruments separate from this Agreement. The Owner/Developer shall be responsible for completing, or posting security with the Building Department to insure completion of, all required landscaping, roadways and other site improvements as shown on Exhibit A, prior to obtaining building permits for the residences to be constructed. The security shall be in the form of a bond, irrevocable letter of credit, or other security deemed sufficient by the Chief Building Official, and shall be in an amount sufficient to insure completion of all required improvements, as determined by the Chief Building Official.

5. Creation of Andover Forest Condominium Association. Owner and Developer shall establish a Condominium Association for the purpose of operating and maintaining the common elements. It is intended that the Co-owners of each of the condominium units in Andover Forest shall become the owners of the general common elements on the Real Property.

6. Right of Township to Maintain, Repair and Replace.

(a) If the Township shall determine any maintenance, repair or replacement of Public Improvements is needed, the Township shall give written notice of its intent to construct, maintain, repair or replace such Public Improvements (hereinafter called the "Notice To Correct") for or on behalf of and at the expense of the Owner and Developer, the Condominium Association, and the Co-owners, whichever may be applicable. The written Notice To Correct shall contain the estimated cost thereof and the Township shall allow the Owner and Developer or Condominium Association SIXTY (60) days from the written Notice To Correct either to correct all items or to show cause why any items to be corrected as indicated within the written Notice To Correct do not need correction.

(b) Upon receipt of the Association of the Township's Notice To Correct with respect to such Public Improvements, the directors of the Condominium Association shall forthwith, and in any event within ninety (90) days, assess the Co-owners in accordance with the Condominium Act and the Master Deed, in order to defray the actual costs or estimated costs of maintaining, repairing or replacing the Public Improvements as set forth in the Notice To Correct by the Township. It is the intent of this provision to impose upon the Condominium Association and each Co-owner of any Condominium Unit (including the Owner and Developer to the extent it owns any Units) established upon the real Property described in Section 1 hereof, an affirmative obligation

- (i) to maintain, repair and replace, if necessary, the Public Improvements; and
- (ii) to cause the cost of maintenance, upkeep, repair and replacement to be assessed to and imposed as a lien and a personal obligation upon each Co-owner of any Condominium Unit within the Project .

(c) If it deems it to be necessary in the interest of public health, safety or welfare, the Township has the right, but not the duty, to immediately initiate and complete any maintenance, repair or replacement, and the entire cost thereof together with the Township standard charges therefore and including any reasonable and appropriate charges for related overhead, supervision

and inspection, shall be assessed, collected and paid to the Township no later than one hundred eighty (180) days following submission by the Township of its bill; nonpayment of the amount billed after ninety (90) days shall bear interest on principal sum at the rate of TEN (10%) percent per annum, but such rate shall not exceed the generally accepted and utilized prime rate for commercial loans by commercial banks operating in the Township.

(d) Nothing contained herein shall be construed to create an obligation on the part of the Owner and Developer to maintain, repair or replace the Public Improvements after control of the Public Improvements has passed to the Co-owners of the Condominium pursuant to the Master Deed and Bylaws of Andover Forest Condominiums: except as the Owner and Developer may be required to share with other unit owners any such obligation as the owner of a unit in the Condominium.

7. **Costs.** All costs of maintenance, repair and replacement of any Public Improvements, the cost of recording this Agreement and Exhibits made part of this Agreement and any legal liability arising from this Agreement or actions taken pursuant to this Agreement, shall be the primary obligation of the Owner and Developer until control of the Project has passed to the Co-owners of the Condominium or the Condominium Association, provided, however, that the Owner and Developer shall be entitled to reimbursement from the Condominium Association or other condominium unit owners as the case may be, for any amounts paid hereunder to or on account of the Township for expenses and costs otherwise required to be shared by all unit owners: provided, further, that nothing herein contained shall relieve the Owner and Developer of the obligations to pay the initial installation costs of any Public Improvements which it is otherwise required to bear.

8. **License to Enter Land.** The Township is granted an irrevocable license to enter upon, through and across the Real Property described as the Project at any time for any purpose to effectuate the terms and conditions of the Agreement. The right to enter upon, through and across the Real Property shall extend to any authorized official, agent, employee or representative of the Township and to any independent contractor or subcontractor as the Township may designate.

9. **Restrictive Covenants, Master Deed and Condominium Bylaws.** Any and all restrictive covenants, deed restrictions, master deed, condominium bylaws, rules and regulations and any other instrument or act by the Owner and Developer, the Condominium Association, their successors or assigns, and all successors in title to the Real Property, shall be in accordance with this Agreement and shall contain such provisions as are necessary to fulfill the letter and intent of this Agreement and to effectuate the provisions hereof, and the Township may enforce this Agreement and all such other documentary provisions arising herefrom, whether at law or in equity, and including, without limitation, by specific performance. The parties acknowledge that, coincident with approval and execution hereof the Township has approved the proposed Master Deed and Bylaws of Andover Forest Condominiums as being in conformity with this Cluster Housing Agreement. Owner and Developer agrees that it will cause said Master Deed and Bylaws to be duly recorded in substantially the same form as heretofore approved by the Township. No change in such documents which affects any rights of the Township shall be made without Township approval. The parties additionally agree that, in

connection with any conveyance of a "building site" or "condominium unit" in Andover Forest Condominiums, the seller thereof shall be required to provide copies of this Cluster Housing Agreement and Andover Forest Condominiums Master Deed and Bylaws to the purchaser of such building site or condominium unit and to advise such purchaser that he is purchasing a site condominium unit. The Township shall have the same rights to abate any violation of this requirement as set forth in Paragraphs 6 through 8 of this Agreement.

In particular, all houses erected in Andover Forest shall adhere to the following standards (also contained in the Condominium Bylaws):

1. Minimum living area size:
 - a. 3,000 square feet for 2 story houses
 - b. 2,600 square feet for first floor master suite and ranch style houses
2. All first floor exterior wall materials shall be brick, stone, or similar decorative masonry materials and said materials will extend to the ground surface.
3. All garages will be side load.
4. All chimneys will be brick, stone or similar decorative masonry material.
5. At least two different floor plans will be offered in the development.
6. Each floor plan will provide for at least 3 different elevation treatments.
7. The same elevation will not be built on two adjacent lots.

10. **Rights of Township Subject to Township Sole Discretion.** Nothing contained in this Agreement shall waive, prejudice, impair or affect the rights of the Township to enforce any current or future ordinance, regulation or law. Further, the Township may elect to enforce or to forego any rights granted to the Township by this Agreement in its sole discretion. To the degree that the immediately foregoing sentences and the clear understanding evidenced therein shall be held for naught or varied in any respect by a court of competent jurisdiction, then the signatures of the clerk and the supervisor shall be deemed to be set aside and held void, ab initio, all without liability, cost or damage to the supervisor, clerk and Township. Any action taken by the Township pursuant to the provisions of this Agreement shall be voluntary and shall not be enforceable by any of the other parties to this Agreement or by any third party claiming benefits hereunder, without due cause or a showing of negligence on the part of the Township.

11. **Recording.** This Agreement shall be executed in recordable form and recorded in the office of the Wayne County Register of Deeds by the Township immediately after execution hereof by the Township and upon recording, a true and genuine copy of this Agreement displaying the liber and pages of recording shall be supplied to the Owner and Developer. The Owner and Developer shall reimburse the Township for the cost of any recording fees associated with the recording of this Agreement.

12. **Severability.** Invalidation of any one or more of these covenants by judgment or decree or order of any court shall in no way affect or invalidate any of the other provisions which shall continue to remain in full force and effect. The covenants herein contained shall be binding upon the parties hereto and their respective successors and assigns and shall run with the title to the Real Property, unless and until amended, altered or terminated pursuant to agreement between the Township and the Owner and Developer, so long as the Owner and Developer owns any portion of the Real Property described in Section 1 hereof, and thereafter by the

13. **Association Bound.** Andover Forest Condominium Association joins in the execution of this Agreement for the purpose of undertaking the covenants required of it and the Co-owners of the Condominium as successors to Owner and Developer and as expressly set forth herein.

15. Modifications. Amendments. No modifications or amendments of this Agreement shall occur without the written consent of the Township.

WITNESSES:

By: Anthony F. Randazzo
Its: Managing Member

STATE OF MICHIGAN)
) ss.
COUNTY OF)

Notary Public
County, Michigan
My Commission Expires:

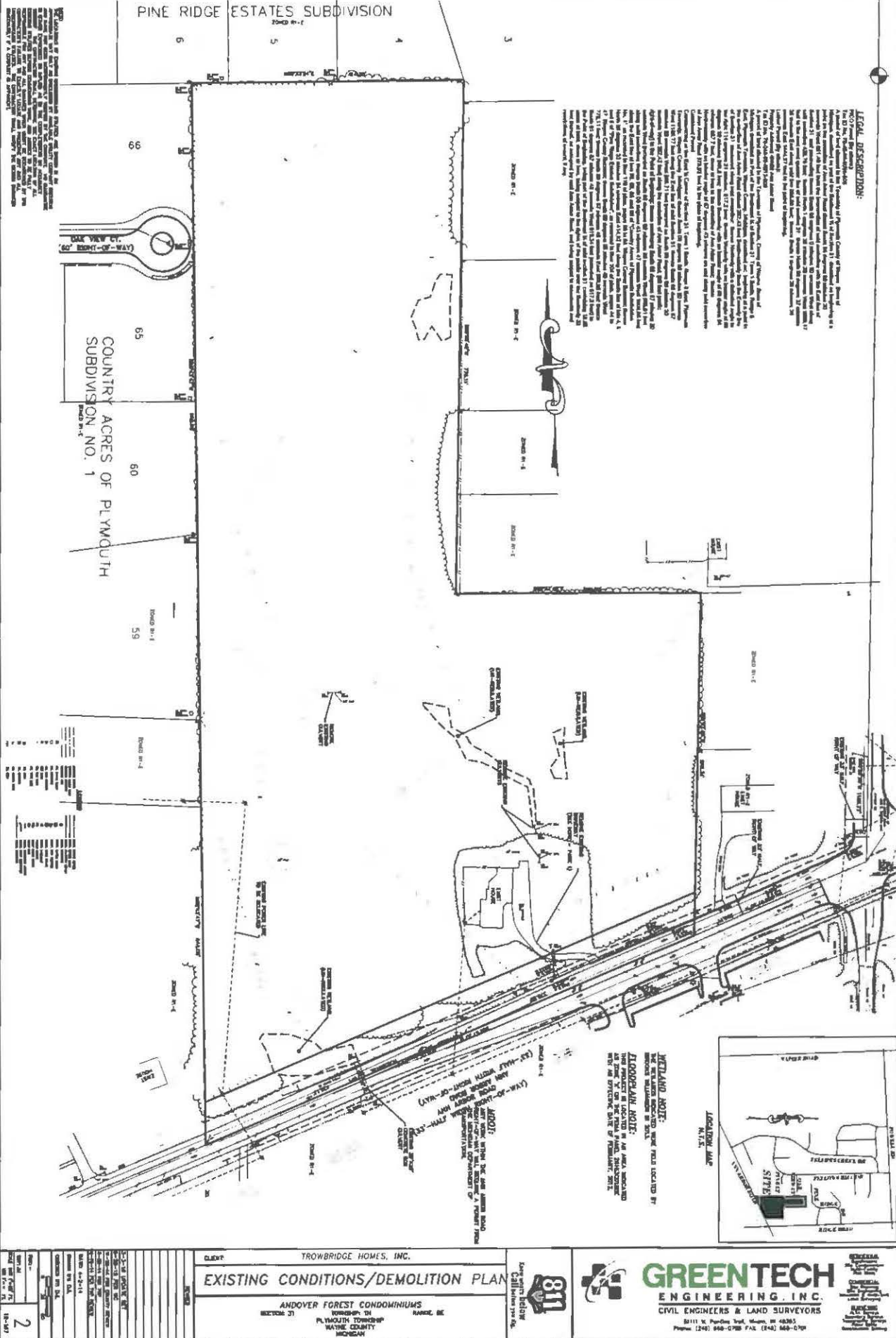
By: _____
Its: Supervisor

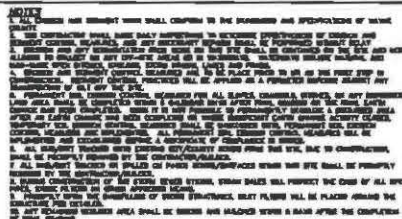
By: _____
Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF)

Notary Public

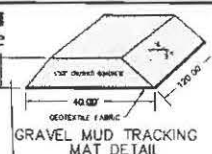
County, Michigan
My Commission Expires: _____



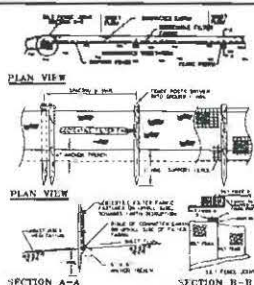
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MARTINIQUE BOURGEOIS

BEFORE THE PROCEEDINGS OF THE COURT, THE COURT SHALL BE ADVISED BY THE ATTORNEY GENERAL OF THE RESULTS OF THE INVESTIGATION OF THE MATTER. THE COURT SHALL BE ADVISED OF THE RESULTS OF THE INVESTIGATION OF THE MATTER BY THE ATTORNEY GENERAL OF THE RESULTS OF THE INVESTIGATION OF THE MATTER.

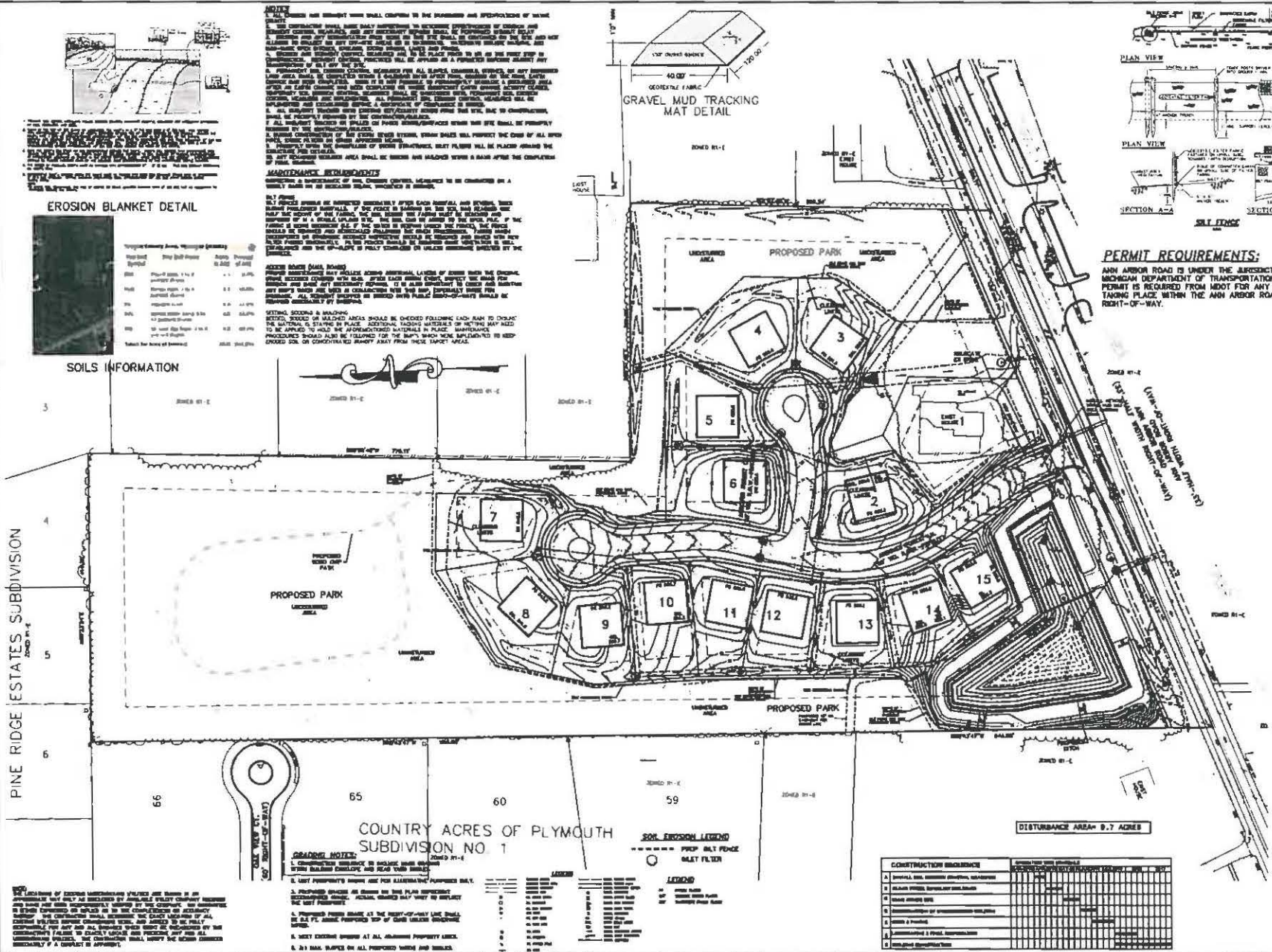


GRAVEL MUD TRACKING
MAT DETAIL



PERMIT REQUIREMENTS:

ANN ARBOR ROAD IS UNDER THE JURISDICTION OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION. A PERMIT IS REQUIRED FROM MDOT FOR ANY WORK TAKING PLACE WITHIN THE ANN ARBOR ROAD RIGHT-OF-WAY.



THE LOCATION OF CRIMINAL INVESTIGATING OFFICES ARE BASED ON AN APPROXIMATE MAP ONLY AS DETERMINED BY AVAILABLE EVIDENCE COMPANY RECORDS AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE COMPANY. AN ASSURANCE IS FURTHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY OF THE INFORMATION AND THAT THE COMPANY SHALL BE RESPONSIBLE IF A CRIMINAL OFFENSE OCCURS OUTSIDE THE AREA, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE INCURRED BY THE CONTRACTOR'S FAILURE TO EXERCISE CARE AND PRECAUTION FOR ANY AND ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY IF A DISCREPANCY IS APPARENT.

GRADUATE NOTICE:

1. STUDENTS WHO DO NOT SUCCESSFULLY COMPLETE THE GRADUATE PROGRAM WILL BE REQUIRED TO RE-ENTER THE PROGRAM THE FOLLOWING FALL SEMESTER.

2. STUDENTS WHO DO NOT COMPLETE THE GRADUATE PROGRAM WILL BE REQUIRED TO RE-ENTER THE PROGRAM THE FOLLOWING FALL SEMESTER.

3. STUDENTS WHO DO NOT COMPLETE THE GRADUATE PROGRAM WILL BE REQUIRED TO RE-ENTER THE PROGRAM THE FOLLOWING FALL SEMESTER.

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6. STUDENTS WHO DO NOT COMPLETE THE GRADUATE PROGRAM WILL BE REQUIRED TO RE-ENTER THE PROGRAM THE FOLLOWING FALL SEMESTER.

7. STUDENTS WHO DO NOT COMPLETE THE GRADUATE PROGRAM WILL BE REQUIRED TO RE-ENTER THE PROGRAM THE FOLLOWING FALL SEMESTER.

8. STUDENTS WHO DO NOT COMPLETE THE GRADUATE PROGRAM WILL BE REQUIRED TO RE-ENTER THE PROGRAM THE FOLLOWING FALL SEMESTER.

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10. STUDENTS WHO DO NOT COMPLETE THE GRADUATE PROGRAM WILL BE REQUIRED TO RE-ENTER THE PROGRAM THE FOLLOWING FALL SEMESTER.

SOIL EROSION LEGEND

LEGEND

10	STREET LIGHT
11	STREET LIGHT
12	STREET LIGHT

DISTURBANCE AREA= 0.7 ACRES

[illegible]

Accession	Local name	Number of trees	Location (lat., lon.)	Tree size (cm dbh)	Height (m)	Remarks
1	U. L. 1000	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
2	U. L. 1001	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
3	U. L. 1002	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
4	U. L. 1003	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
5	U. L. 1004	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
6	U. L. 1005	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
7	U. L. 1006	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
8	U. L. 1007	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
9	U. L. 1008	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
10	U. L. 1009	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
11	U. L. 1010	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
12	U. L. 1011	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
13	U. L. 1012	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
14	U. L. 1013	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
15	U. L. 1014	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
16	U. L. 1015	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
17	U. L. 1016	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
18	U. L. 1017	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
19	U. L. 1018	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
20	U. L. 1019	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
21	U. L. 1020	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
22	U. L. 1021	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
23	U. L. 1022	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
24	U. L. 1023	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
25	U. L. 1024	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
26	U. L. 1025	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
27	U. L. 1026	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
28	U. L. 1027	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
29	U. L. 1028	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
30	U. L. 1029	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
31	U. L. 1030	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
32	U. L. 1031	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
33	U. L. 1032	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
34	U. L. 1033	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
35	U. L. 1034	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
36	U. L. 1035	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
37	U. L. 1036	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
38	U. L. 1037	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
39	U. L. 1038	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
40	U. L. 1039	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
41	U. L. 1040	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
42	U. L. 1041	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
43	U. L. 1042	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
44	U. L. 1043	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
45	U. L. 1044	1	10° 10' N, 106° 10' E	10.0 ± 0.5	10.0 ± 0.5	
46	U. L. 104					

ITEM	QUANTITY	UNIT
1" DUCTILE IRON WATER MAIN	1000	LF
2" VALVE/INCH HOUSING ASS'Y	3	EA
10" X 10" TAPPING SLEEVE VALVE	1	EA
1" CAST VALVE & WELL	2	EA

Usage	Unit	Units	Single Family Units	Population
Residential	1.00 per acre	15	15	42

Estimated Data		100% (no. patients/dose)	
Total Population	48		
Average Daily Dose	400		
Average Flow	4.00		
Flow Rate	18.200		
Peak Flow	gal/min/day	0.820	5.15

[illegible]

LOCATION OF REINFORCEMENT

REINFORCEMENT BARS

1990		1991		1992		1993		1994		1995		1996		1997		1998		1999		2000		2001		2002		2003		2004		2005		2006		2007		2008		2009		2010		2011		2012		2013		2014		2015		2016		2017		2018		2019		2020		2021		2022		2023		2024		2025		2026		2027		2028		2029		2030		2031		2032		2033		2034		2035		2036		2037		2038		2039		2040		2041		2042		2043		2044		2045		2046		2047		2048		2049		2050		2051		2052		2053		2054		2055		2056		2057		2058		2059		2060		2061		2062		2063		2064		2065		2066		2067		2068		2069		2070		2071		2072		2073		2074		2075		2076		2077		2078		2079		2080		2081		2082		2083		2084		2085		2086		2087		2088		2089		2090		2091		2092		2093		2094		2095		2096		2097		2098		2099		2100																																																																																																																									
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STUDY The authors conducted a cross-sectional study of 600 patients who were admitted to the hospital between January 1987 and December 1988.

EDGE DRAIN NOTE:
INSTALL EDGE DRAIN ALONG THE BACK OF
ALL PROPOSED INTERIOR STREETS. NO EDGE
DRAIN TO BE INSTALLED BEHIND CURB WITHIN
THE NEW ABERN ROAD R.O.W.. SEE DETAIL
5-14, SHEET 2A.

NOTE:
SEE SHEET 10 FOR ALL WORK WITHIN
AND ALONG THE AMH ANBOR ROAD
(WOOT LINES) RIGHT-OF-WAY.

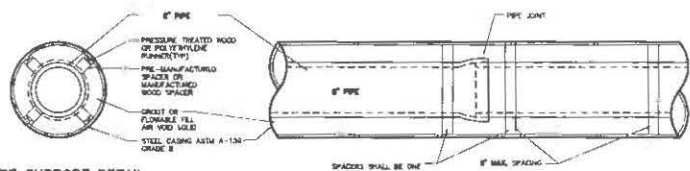
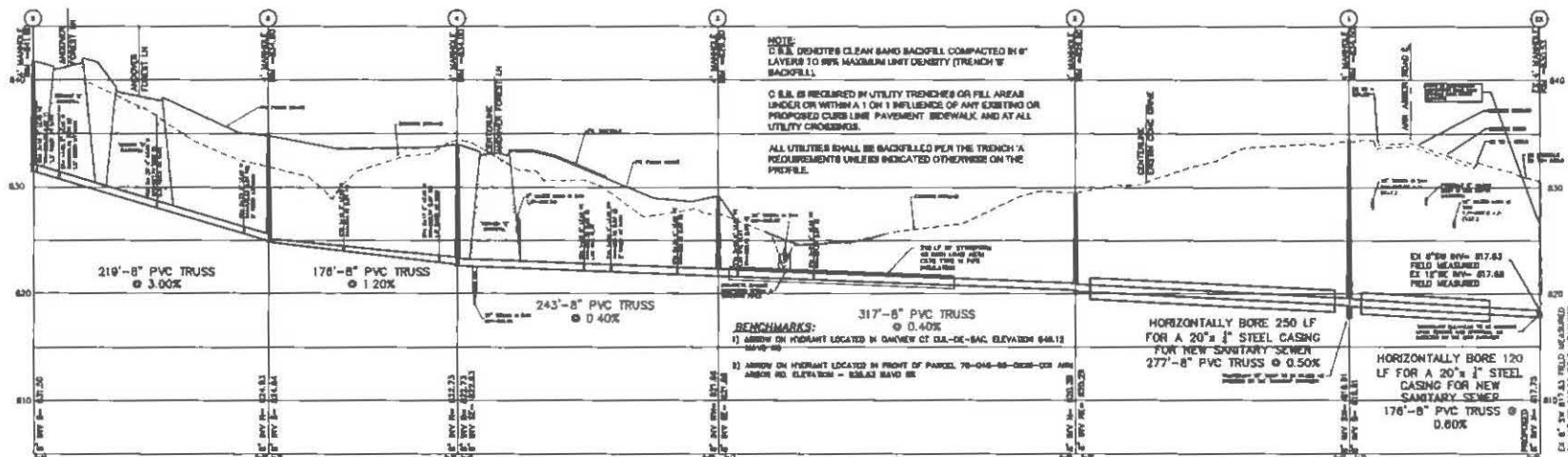
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(ADOT JURISDICTION)
BROAT-OF-WAY.

TROWBRIDGE HOMES, INC.
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DOVER FOREST CONDOMINIUM
TOWNSHIP IN
PLYMOUTH TOWNSHIP
WAYNE COUNTY
MICHIGAN

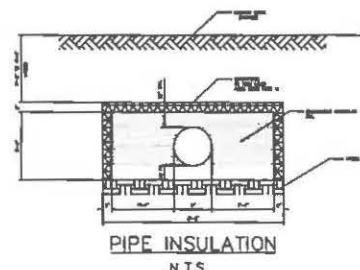
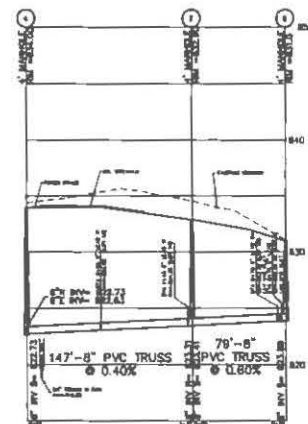
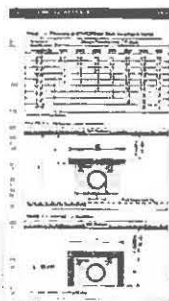
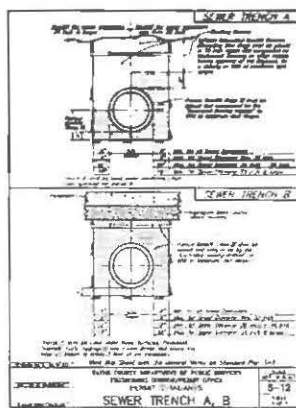


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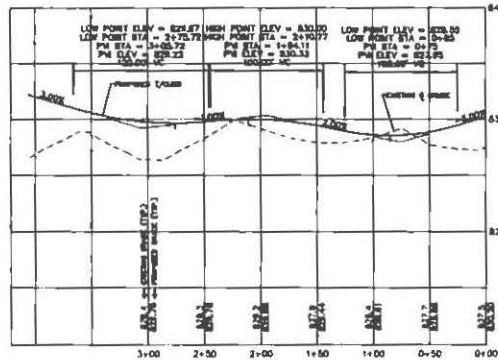
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ANDOVER FOREST CONDOMINIUMS
SECTION 21
TOWNSHIP 21
R. 10
WATKINS COUNTY
IOWA

REVISIONS

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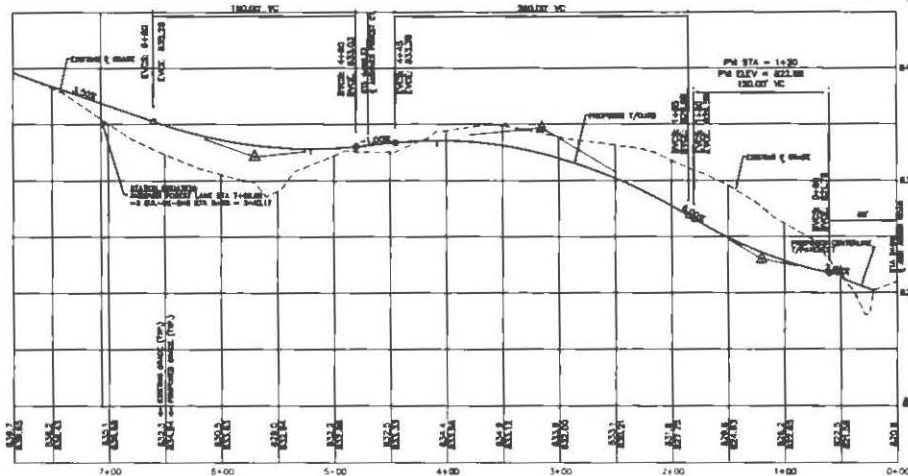
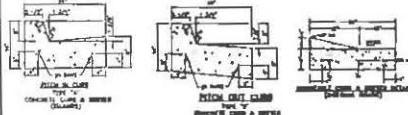
DESIGNED BY: J.A.
CHECKED BY: J.A.
DATE: 10-13-2010



ANDOVER FOREST COURT
CUL-DE-SAC



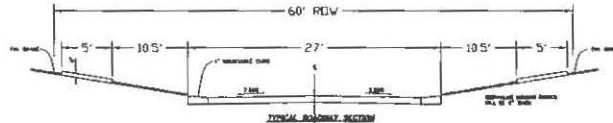
ANDOVER FOREST COURT



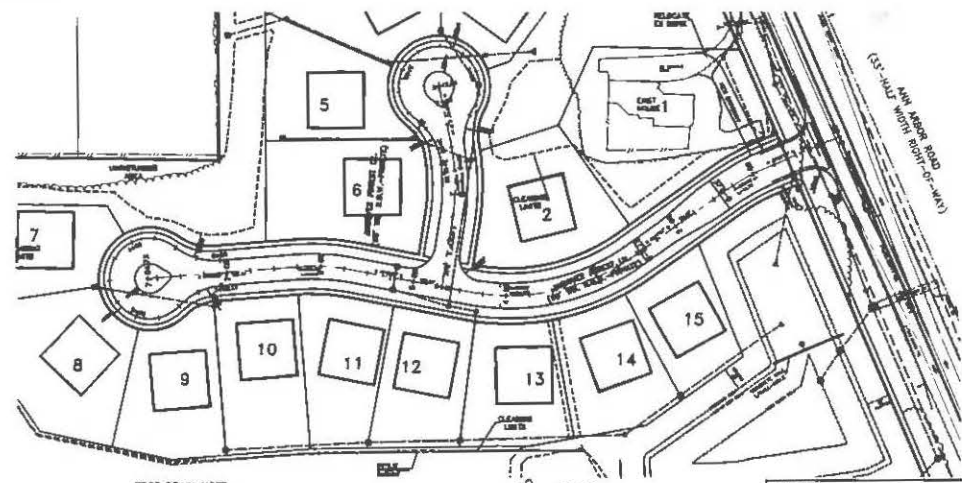
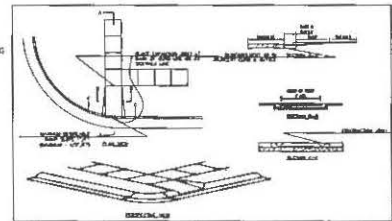
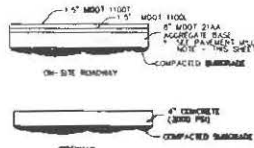
ANDOVER FOREST LANE
CUL-DE-SAC

PAYMENT QUANTITIES:

4" ASPHALT/CONCRETE	1178	sf
4" ASPHALT/CONCRETE	776	sf
ASPHALT/PAVEMENT	1000	sf
5" ASPHALT/PAVEMENT	200	sf

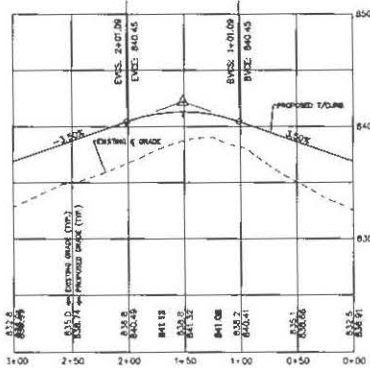


TYPICAL ROAD SECTION



EDGE DRAIN NOTE:
INSTALL EDGE DRAIN ALONG THE BACK
OF ALL STREETS. SEE DETAIL S-14, SHEET 20

NOTE:
SEE SHEET 10 FOR ALL WORK WITHIN
AND ALONG THE ANN ARBOR ROAD
(ADOT JURISDICTION) RIGHT-OF-WAY

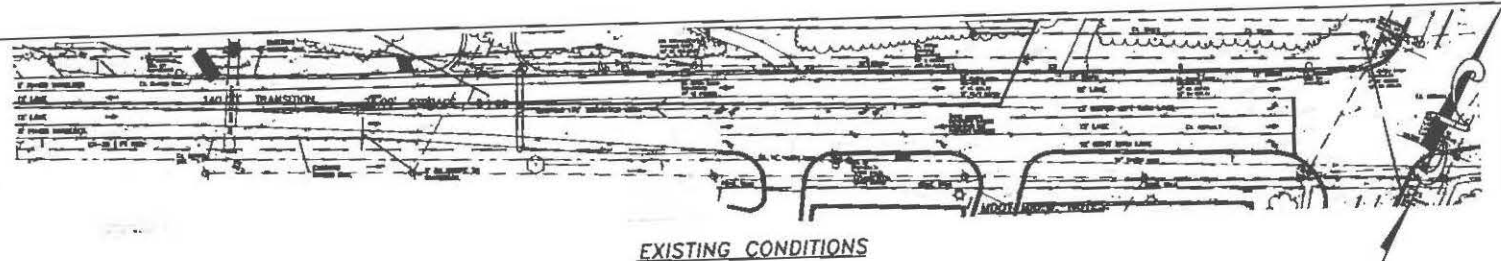
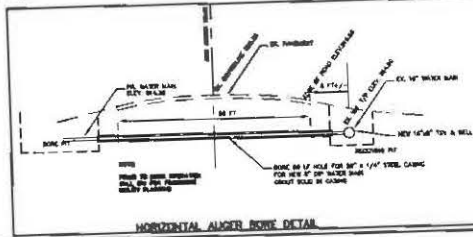


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PAVING PLAN
ANDOVER FOREST CONDOMINIUMS
ANN ARBOR, MI
SECTION 31
PLANNED BY TROWBRIDGE HOMES, INC.

DATE: 4-2-14
DRAWN: PLS GLE
CHECKED: PLS GLE
DATE: 12-16-17

[illegible][illegible][illegible][illegible][illegible][illegible]

Topographic map of a hillside with contour lines. The map shows a proposed retaining wall and a proposed ditch. Key features include:

- Contour Lines:** Labeled with elevations such as 10, 15, 20, 25, 30, 35, 40, 45, 50, 55, 60, 65, 70, 75, 80, 85, 90, 95, 100, 105, 110, 115, 120, 125, 130, 135, 140, 145, 150, 155, 160, 165, 170, 175, 180, 185, 190, 195, 200, 205, 210, 215, 220, 225, 230, 235, 240, 245, 250, 255, 260, 265, 270, 275, 280, 285, 290, 295, 300, 305, 310, 315, 320, 325, 330, 335, 340, 345, 350, 355, 360, 365, 370, 375, 380, 385, 390, 395, 400, 405, 410, 415, 420, 425, 430, 435, 440, 445, 450, 455, 460, 465, 470, 475, 480, 485, 490, 495, 500, 505, 510, 515, 520, 525, 530, 535, 540, 545, 550, 555, 560, 565, 570, 575, 580, 585, 590, 595, 600, 605, 610, 615, 620, 625, 630, 635, 640, 645, 650, 655, 660, 665, 670, 675, 680, 685, 690, 695, 700, 705, 710, 715, 720, 725, 730, 735, 740, 745, 750, 755, 760, 765, 770, 775, 780, 785, 790, 795, 800, 805, 810, 815, 820, 825, 830, 835, 840, 845, 850, 855, 860, 865, 870, 875, 880, 885, 890, 895, 900, 905, 910, 915, 920, 925, 930, 935, 940, 945, 950, 955, 960, 965, 970, 975, 980, 985, 990, 995, 1000.
- Proposed Retaining Wall:** A dashed line indicating the location of a new retaining wall.
- Proposed Ditch:** A dashed line indicating the location of a new ditch.
- Labels:**
 - ANDOVER FOREST N.W.
 - 14
 - 15
 - PROPOSED RETAINING WALL
 - PROPOSED DITCH
 - OF-WAY
- North Arrow:** A small arrow pointing towards the top of the map.

THE LOCATION OF COUNCIL UNINCORPORATED STREETS ARE SHOWN IN AN APPROPRIATE MANNER ON THE MAPS BY AVAILABLE STREET ADDRESS NUMBERS AND HAVE BEEN FULLY INCORPORATED INTO THE COMPANY. NO DISAGREEMENT IS THERE SHOWN ON MAPS AS TO THE CORRESPONDENCE ON ANCHORAGE TOWNSHIP. THE CONTRACTOR SHALL INFORM THE EXACT LOCATION OF ALL COUNCIL STREETS AND APPROVED COMMERCIAL WORK, AND ASSURE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MUST BE INCURRED BY THE CONTRACTOR'S FAILURE TO CORRECTLY LOCATE AND PROTECT ANY OF ALL COUNCIL STREETS. THE CONTRACTOR SHALL NOTIFY THE BORROWER IMMEDIATELY IF A DISCREPANCY IS APPARENT.

ENLARGED DETENTION BASIN:

 $\Gamma + W$

OF-WAY)

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 BUNKER, DE

PC-493

8-20-16 PMB 700000P
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3-20-18 PMB 500
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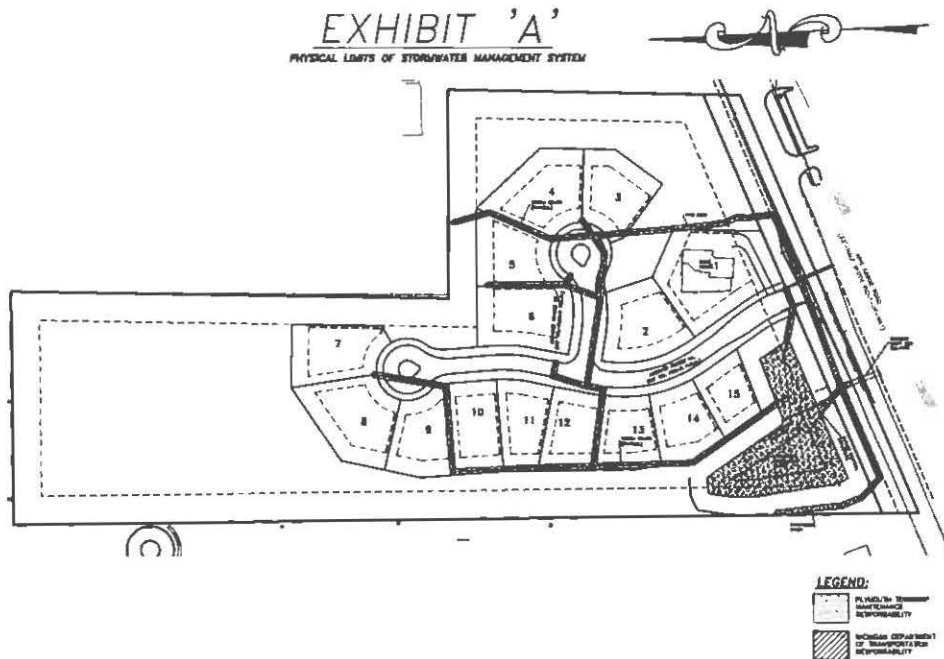
COUNTY FROM WHICH RECEIVED FROM THE COUNTY OF ...

8. **Regional Issues and the International Response**
The political-economic crisis within Yugoslavia's Yugoslav Republic of Serbia is causing a large-scale humanitarian crisis. The international community has responded with a variety of measures, including economic sanctions, diplomatic isolation, and military intervention. The role of the United Nations and the European Union in the crisis is discussed.
9. **Domestic Issues and the International Response**
The political-economic crisis within Yugoslavia's Yugoslav Republic of Serbia is causing a large-scale humanitarian crisis. The international community has responded with a variety of measures, including economic sanctions, diplomatic isolation, and military intervention. The role of the United Nations and the European Union in the crisis is discussed.
10. **Future of the Yugoslav Republic of Serbia**
The political-economic crisis within Yugoslavia's Yugoslav Republic of Serbia is causing a large-scale humanitarian crisis. The international community has responded with a variety of measures, including economic sanctions, diplomatic isolation, and military intervention. The role of the United Nations and the European Union in the crisis is discussed.
11. **Conclusion**
The political-economic crisis within Yugoslavia's Yugoslav Republic of Serbia is causing a large-scale humanitarian crisis. The international community has responded with a variety of measures, including economic sanctions, diplomatic isolation, and military intervention. The role of the United Nations and the European Union in the crisis is discussed.

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THE LOCATIONS OF DUCTS, UNDERGROUND UTILITIES AND OTHERS IN AN APPROXIMATE WAY ONLY AS DETERMINED BY AVAILABLE PUBLIC COMPANY RECORDS AND SHALL NOT BE RESPONSIBLY GUARANTEED BY THE COMPANY. NO GUARANTEE IS OTHER EXPENSES OR DAMAGES AS TO THE COMPLETION OF AN ACCURATE RECORD. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MAY BE INCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PROTECT ANY OF ALL UNDERGROUND UTILITIES. THE CONTRACTOR SHALL ACCEPT THE SOLE RESPONSIBILITY OF A CONTRACT IN APPROVE.

PHYSICAL LIMITS OF STORMWATER MANAGEMENT SYSTEM



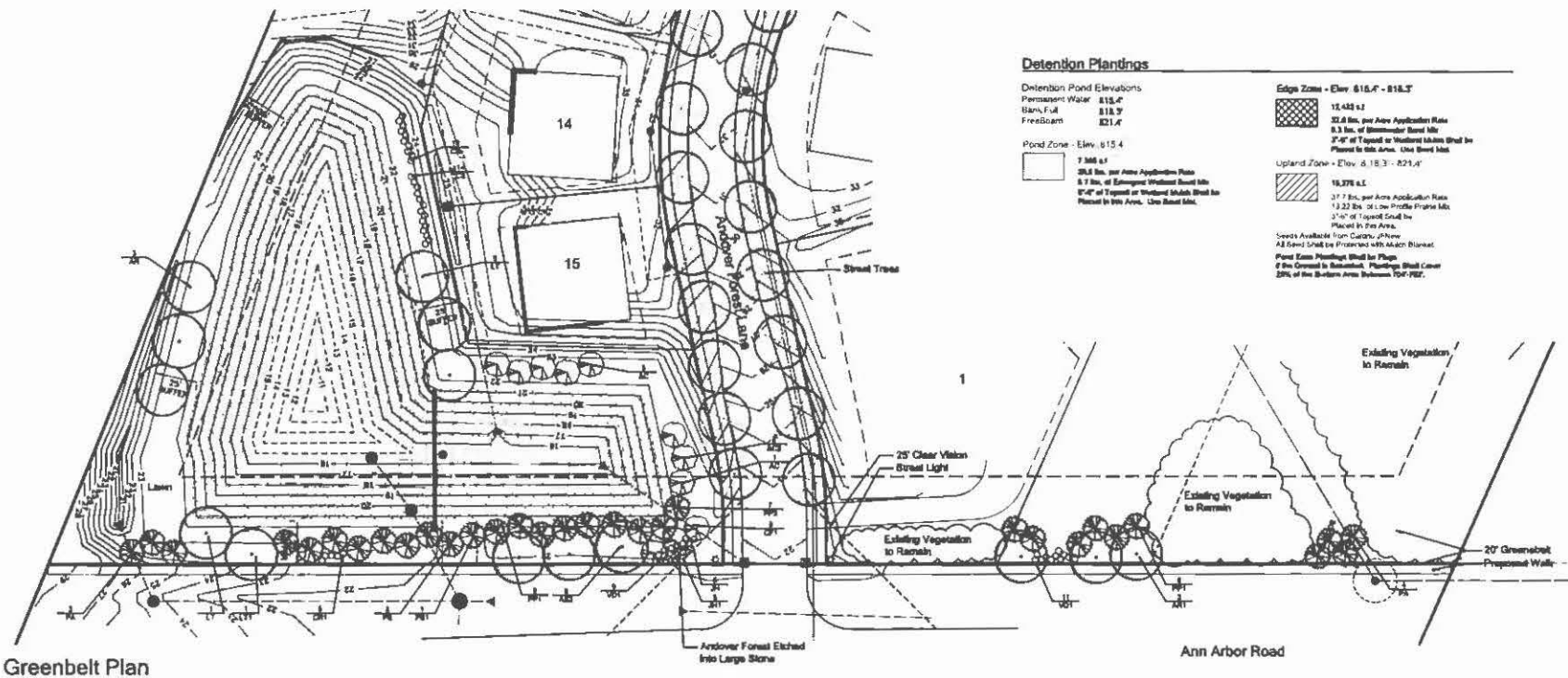
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 827 CARBONITE • NORTHVILLE, MI 48867
 248.667.4444 • Fax 248.746.0444
 2004.2005.2006.2007.2008.2009.2010.2011.2012.2013.2014.2015.2016.2017.2018.2019.2020.2021.2022.2023.2024.2025.2026.2027.2028.2029.2030.2031.2032.2033.2034.2035.2036.2037.2038.2039.2040.2041.2042.2043.2044.2045.2046.2047.2048.2049.2050.2051.2052.2053.2054.2055.2056.2057.2058.2059.2060.2061.2062.2063.2064.2065.2066.2067.2068.2069.2070.2071.2072.2073.2074.2075.2076.2077.2078.2079.2080.2081.2082.2083.2084.2085.2086.2087.2088.2089.2090.2091.2092.2093.2094.2095.2096.2097.2098.2099.2100.2101.2102.2103.2104.2105.2106.2107.2108.2109.2110.2111.2112.2113.2114.2115.2116.2117.2118.2119.2120.2121.2122.2123.2124.2125.2126.2127.2128.2129.2130.2131.2132.2133.2134.2135.2136.2137.2138.2139.2140.2141.2142.2143.2144.2145.2146.2147.2148.2149.2150.2151.2152.2153.2154.2155.2156.2157.2158.2159.2160.2161.2162.2163.2164.2165.2166.2167.2168.2169.2170.2171.2172.2173.2174.2175.2176.2177.2178.2179.2180.2181.2182.2183.2184.2185.2186.2187.2188.2189.2190.2191.2192.2193.2194.2195.2196.2197.2198.2199.2200.2201.2202.2203.2204.2205.2206.2207.2208.2209.2210.2211.2212.2213.2214.2215.2216.2217.2218.2219.2220.2221.2222.2223.2224.2225.2226.2227.2228.2229.2230.2231.2232.2233.2234.2235.2236.2237.2238.2239.2240.2241.2242.2243.2244.2245.2246.2247.2248.2249.2250.2251.2252.2253.2254.2255.2256.2257.2258.2259.2260.2261.2262.2263.2264.2265.2266.2267.2268.2269.2270.2271.2272.2273.2274.2275.2276.2277.2278.2279.2280.2281.2282.2283.2284.2285.2286.2287.2288.2289.2290.2291.2292.2293.2294.2295.2296.2297.2298.2299.2300.2301.2302.2303.2304.2305.2306.2307.2308.2309.2310.2311.2312.2313.2314.2315.2316.2317.2318.2319.2320.2321.2322.2323.2324.2325.2326.2327.2328.2329.2330.2331.2332.2333.2334.2335.2336.2337.2338.2339.2340.2341.2342.2343.2344.2345.2346.2347.2348.2349.2350.2351.2352.2353.2354.2355.2356.2357.2358.2359.2360.2361.2362.2363.2364.2365.2366.2367.2368.2369.2370.2371.2372.2373.2374.2375.2376.2377.2378.2379.2380.2381.2382.2383.2384.2385.2386.2387.2388.2389.2390.2391.2392.2393.2394.2395.2396.2397.2398.2399.2400.2401.2402.2403.2404.2405.2406.2407.2408.2409.2410.2411.2412.2413.2414.2415.2416.2417.2418.2419.2420.2421.2422.2423.2424.2425.2426.2427.2428.2429.2430.2431.2432.2433.2434.2435.2436.2437.2438.2439.2440.2441.2442.2443.2444.2445.2446.2447.2448.2449.2450.2451.2452.2453.2454.2455.2456.2457.2458.2459.2460.2461.2462.2463.2464.2465.2466.2467.2468.2469.2470.2471.2472.2473.2474.2475.2476.2477.2478.2479.2480.2481.2482.2483.2484.2485.2486.2487.2488.2489.2490.2491.2492.2493.2494.2495.2496.2497.2498.2499.2500.2501.2502.2503.2504.2505.2506.2507.2508.2509.2510.2511.2512.2513.2514.2515.2516.2517.2518.2519.2520.2521.2522.2523.2524.2525.2526.2527.2528.2529.2530.2531.2532.2533.2534.2535.2536.2537.2538.2539.2540.2541.2542.2543.2544.2545.2546.2547.2548.2549.2550.2551.2552.2553.2554.2555.2556.2557.2558.2559.2560.2561.2562.2563.2564.2565.2566.2567.2568.2569.2570.2571.2572.2573.2574.2575.2576.2577.2578.2579.2580.2581.2582.2583.2584.2585.2586.2587.2588.2589.2590.2591.2592.2593.2594.2595.2596.2597.2598.2599.2600.2601.2602.2603.2604.2605.2606.2607.2608.2609.2610.2611.2612.2613.2614.2615.2616.2617.2618.2619.2620.2621.2622.2623.2624.2625.2626.2627.2628.2629.2630.2631.2632.2633.2634.2635.2636.2637.2638.2639.2640.2641.2642.2643.2644.2645.2646.2647.2648.2649.2650.2651.2652.2653.2654.2655.2656.2657.2658.2659.2660.2661.2662.2663.2664.2665.2666.2667.2668.2669.2670.2671.2672.2673.2674.2675.2676.2677.2678.2679.2680.2681.2682.2683.2684.2685.2686.2687.2688.2689.2690.2691.2692.2693.2694.2695.2696.2697.2698.2699.2700.2701.2702.2703.2704.2705.2706.2707.2708.2709.2710.2711.2712.2713.2714.2715.2716.2717.2718.2719.2720.2721.2722.2723.2724.2725.2726.2727.2728.2729.2730.2731.2732.2733.2734.2735.2736.2737.2738.2739.2740.2741.2742.2743.2744.2745.2746.2747.2748.2749.2750.2751.2752.2753.2754.2755.2756.2757.2758.2759.2760.2761.2762.2763.2764.2765.2766.2767.2768.2769.2770.2771.2772.2773.2774.2775.2776.2777.2778.2779.2780.2781.2782.2783.2784.2785.2786.2787.2788.2789.2790.2791.2792.2793.2794.2795.2796.2797.2798.2799.2800.2801.2802.2803.2804.2805.2806.2807.2808.2809.2810.2811.2812.2813.2814.2815.2816.2817.2818.2819.2820.2821.2822.2823.2824.2825.2826.2827.2828.2829.2830.2831.2832.2833.2834.2835.2836.2837.2838.2839.2840.2841.2842.2843.2844.2845.2846.2847.2848.2849.2850.2851.2852.2853.2854.2855.2856.2857.2858.2859.2860.2861.2862.2863.2864.2865.2866.2867.2868.2869.2870.2871.2872.2873.2874.2875.2876.2877.2878.2879.2880.2881.2882.2883.2884.2885.2886.2887.2888.2889.2890.2891.2892.2893.2894.2895.2896.2897.2898.2899.2900.2901.2902.2903.2904.2905.2906.2907.2908.2909.2910.2911.2912.2913.2914.2915.2916.2917.2918.2919.2920.2921.2922.2923.2924.2925.2926.2927.2928.2929.2930.2931.2932.2933.2934.2935.2936.2937.2938.2939.2940.2941.2942.2943.2944.2945.2946.2947.2948.2949.2950.2951.2952.2953.2954.2955.2956.2957.2958.2959.2960.2961.2962.2963.2964.2965.2966.2967.2968.2969.2970.2971.2972.2973.2974.2975.2976.2977.2978.2979.2980.2981.2982.2983.2984.2985.2986.2987.2988.2989.2990.2991.2992.2993.2994.2995.2996.2997.2998.2999.3000.3001.3002.3003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Photo Location Map

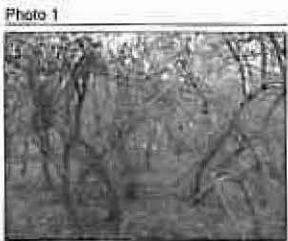


Photo 1



Photo 2



Photo 3



Photo 4



Photo 6



Photo 7



Photo 5

ALLEN DESIGN
LANDSCAPE ARCHITECTURE
167 CAMDEN AVE • NORTHBVILLE, OH 43147
360.447.4444 • Fax 360.447.0689
Email: jay@alldesign.com

Seal:



Title:
Site Photos

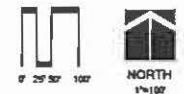
Project:
**Andover Forest
Plymouth Township, Michigan**

Prepared for:
Township of Andover
2517 Sycamore Hill Drive
Andover, MI 48326

Revision: Issued:
Description May 16, 2013

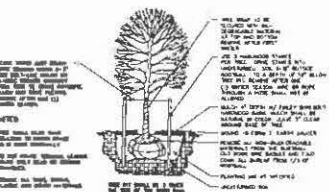
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Drawn By: Checked By:
jls jls

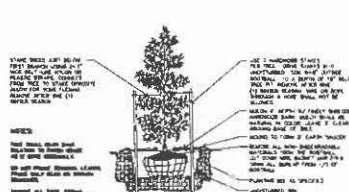


Sheet No.

L-2



DECIDUOUS TREE PLANTING DETAIL



EVERGREEN TREE PLANTING DETAIL



SHRUB PLANTING DETAIL

LANDSCAPE REQUIREMENTS

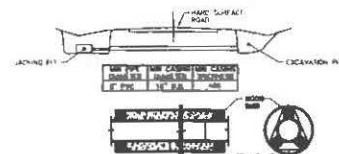
- The final plan of the project shall include a landscape plan showing the location, size, and species of all trees, shrubs, and plants to be installed. The landscape plan shall also show the location of all irrigation lines and valves.
- All trees and shrubs shall be installed in accordance with the following requirements:
 - a. All trees shall be installed in a hole that is at least 18 inches wider than the root ball and 12 inches deep.
 - b. All shrubs shall be installed in a hole that is at least 12 inches wider than the root ball and 6 inches deep.
 - c. All trees and shrubs shall be installed in a hole that is filled with a mixture of topsoil and compost.
 - d. All trees and shrubs shall be installed in a hole that is covered with a layer of mulch that is at least 2 inches deep.
 - e. All trees and shrubs shall be installed in a hole that is watered thoroughly after installation.
- All plants shall be installed in accordance with the following requirements:
 - a. All plants shall be installed in a hole that is at least 12 inches wider than the root ball and 6 inches deep.
 - b. All plants shall be installed in a hole that is filled with a mixture of topsoil and compost.
 - c. All plants shall be installed in a hole that is covered with a layer of mulch that is at least 2 inches deep.
 - d. All plants shall be installed in a hole that is watered thoroughly after installation.
- All trees and shrubs shall be installed in accordance with the following requirements:
 - a. All trees and shrubs shall be installed in a hole that is at least 18 inches wider than the root ball and 12 inches deep.
 - b. All trees and shrubs shall be installed in a hole that is filled with a mixture of topsoil and compost.
 - c. All trees and shrubs shall be installed in a hole that is covered with a layer of mulch that is at least 2 inches deep.
 - d. All trees and shrubs shall be installed in a hole that is watered thoroughly after installation.

- All trees and shrubs shall be installed in accordance with the following requirements:
 - a. All trees and shrubs shall be installed in a hole that is at least 18 inches wider than the root ball and 12 inches deep.
 - b. All trees and shrubs shall be installed in a hole that is filled with a mixture of topsoil and compost.
 - c. All trees and shrubs shall be installed in a hole that is covered with a layer of mulch that is at least 2 inches deep.
 - d. All trees and shrubs shall be installed in a hole that is watered thoroughly after installation.
- All plants shall be installed in accordance with the following requirements:
 - a. All plants shall be installed in a hole that is at least 12 inches wider than the root ball and 6 inches deep.
 - b. All plants shall be installed in a hole that is filled with a mixture of topsoil and compost.
 - c. All plants shall be installed in a hole that is covered with a layer of mulch that is at least 2 inches deep.
 - d. All plants shall be installed in a hole that is watered thoroughly after installation.





NOTE: SHOULDER ETCHING INDICATED IS FROM ANOTHER DEVELOPMENT. SHOULDER SIZE APPROXIMATE AND ETCHING TO REFLECT SUBJECT DEVELOPMENT NAME.



INGEST

1. ALL SHOPS EMPLOYED MUST HAVE THE ADDRESS OF THE COUNTY BOARD CHAMBERS AND MUST HAVE BE COME IN ACCORDANCE WITH THE COUNTY BOARD CHAMBERS AND MUST BE INFORMED.
2. THE ADDRESS OF THE SHOPS AT MUST BE NO CLOSER THAN 5 FEET FROM THE SIDE OF HIGHWAY.
3. SHOPS MUST BE COME IN FROM THE SIDE OF THE HIGHWAY AND BE NO CLOSER THAN 5 FEET FROM THE SIDE OF THE HIGHWAY. THE SHOPS MUST BE COME IN FROM THE SIDE OF THE HIGHWAY AND BE NO CLOSER THAN 5 FEET FROM THE SIDE OF THE HIGHWAY.
4. THE CONTRACTOR MUST BE RESPONSIBLE FOR THE SHOPS MUST BE COME IN FROM THE SIDE OF THE HIGHWAY AND BE NO CLOSER THAN 5 FEET FROM THE SIDE OF THE HIGHWAY.

BORE & JACK DETAIL
NO SCALE



DEVELOPMENT ENTRANCE LIGHTING



GREENTECH
ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
34111 N. Paradise Trail, Phoenix, AZ 85033
Phone: (248) 668-8100 / Fax: (248) 668-0709



Know what's below
Call before you dig.

TROWBRIDGE HOMES, INC.

MISCELLANEOUS DETAILS

ANDOVER FOREST CONDOMINIUMS
 31 BELLEVUE ST
 WILMINGTON, DE 19804
 WYOMING

Journal


REVIEWS

0-22-18 PER TOWN-CP
1-3-18 UPDATE ACT

Q-100 8-22-16

WILSON DA SA.

DATE: 07/11/2011

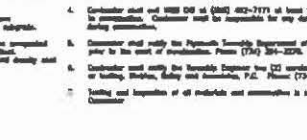
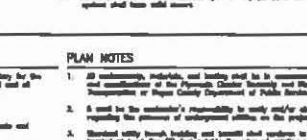
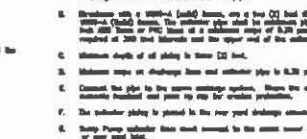
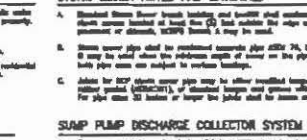
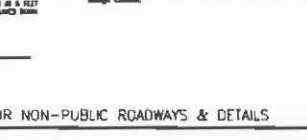
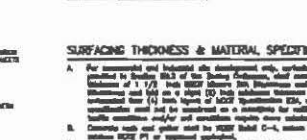
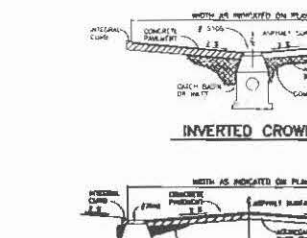
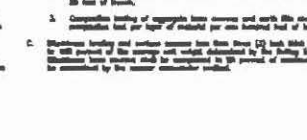
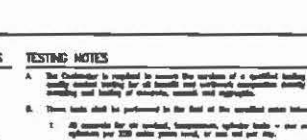
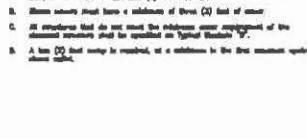
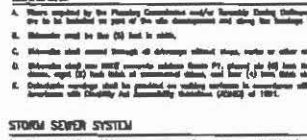
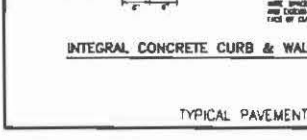
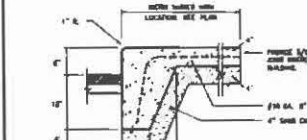
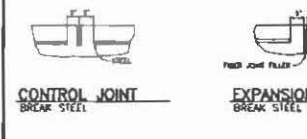
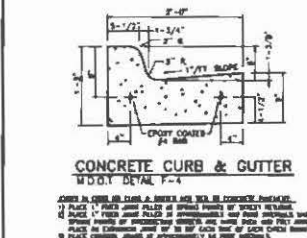
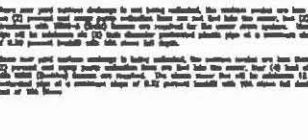
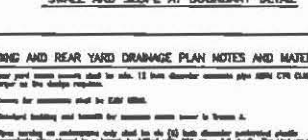
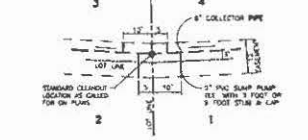
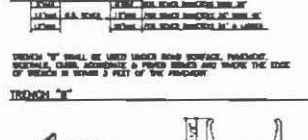
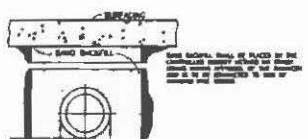
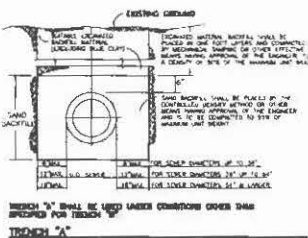
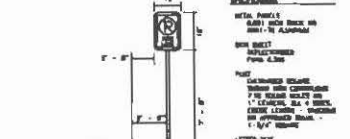
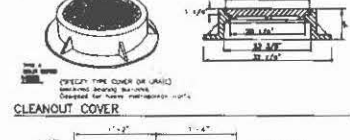
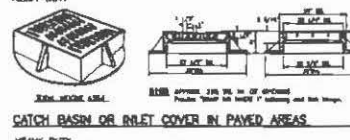
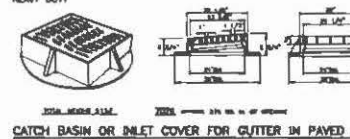
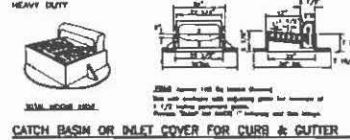
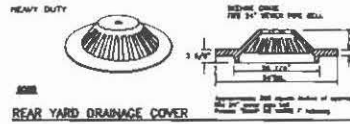
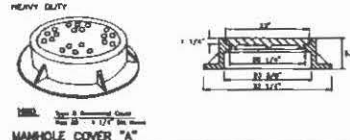
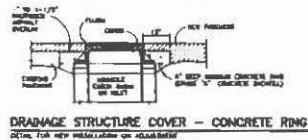
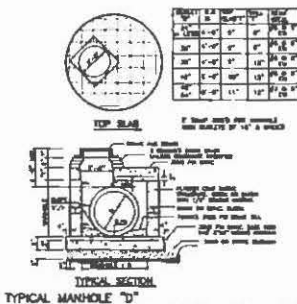
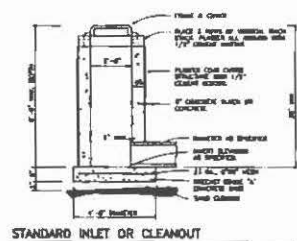
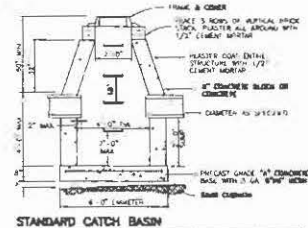
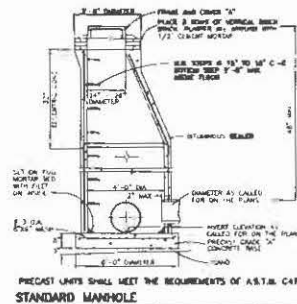


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CONFIDENTIAL

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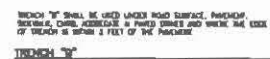
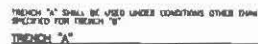
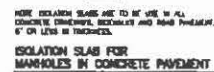
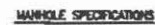
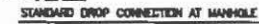


REVISIONS
DATE
BY
CHECKED BY
DATE

PLYMOUTH CHARTER TOWNSHIP
DEPARTMENT OF PUBLIC WORKS
734-261-3279
1500 N. HARTSTOCK ROAD
PLYMOUTH, MICHIGAN 48170-4873

GRADING, DRAINAGE AND
SURFACING STANDARD DETAILS
CHARTER TOWNSHIP OF PLYMOUTH, WAYNE COUNTY, MICHIGAN

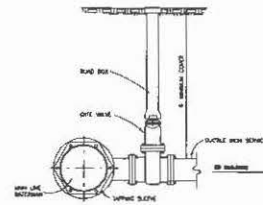
GDS



WATER SERVICES

WATER SERVICE PERMITS AND NOTICES

- Before installation of any water service between the main line or main line and the proposed service, the applicant must submit a planning permit from the Plymouth Township Planning Department at (734) 384-3800.
- Before any work may be started, there must be a water agreement paid to the City of Plymouth Township Department of Public Works.
- As inspection of the installation of the tap, service line to the right-of-way or easement, and water meter and water meter to the Plymouth Township Department of Public Works is required. The City of Plymouth Township Department of Public Works at (734) 384-3800 for the meeting the installation.



TAPPING SLEEVE CONNECTION

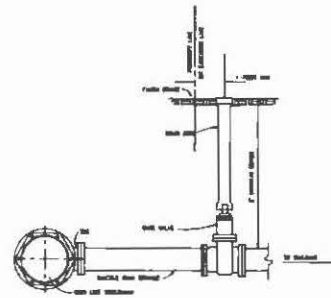
3 INCH OR LARGER WATER SERVICE
(INSTALLATION BY CONTRACTOR)

WATER SERVICE INSTALLATION

- Tap shall be made after the watermain has been properly protected and pressure lost and the connection to the Plymouth Township watermain is completed. The tap shall be made at a right angle to the watermain. The tap shall be made on the upper half of the main at a 45 degree angle from the vertical plane on the side of the main to which service is to be connected.
- A water meter shall be installed on the service line (1) foot before the property line or one foot before the watermain. A water meter shall be installed on the service line to the watermain. The water meter shall be installed on the service line to the watermain. The water meter shall be installed on the service line to the watermain.
- In order to insure that no water will be allowed over the pipe, the first foot of water meter shall be placed by hand. The remainder of the branch shall be installed by a water meter to the watermain. The water meter shall be installed by hand. The remainder of the branch shall be installed by a water meter to the watermain.
- Any portion of the tapping shall not be installed in a trench or in a trench. The tapping shall be installed in a trench or in a trench. The tapping shall be installed in a trench or in a trench.
- All services must be a minimum of 18 (18) feet before first grade.

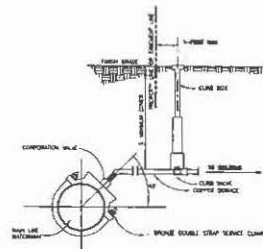
WATER SERVICE APPROVED MATERIALS LIST

- Service Connections
 - 3 inch or larger
 - Steel or cast iron line
 - Tapping sleeve
 - 1-1/2 inch or 2 inch
 - Corrugated - Standard No. 10-12000 or equal
 - Smaller than 1-1/2 inch
 - Installed by the Plymouth Township Department of Public Works
- Service Line
 - 3 inch or larger
 - Steel line
 - Smaller than 3 inch
 - Corrugated - Type "C"
- Valves
 - Standard brass double-swing No. 100 Standard or equal
- Unions
 - Standard brass No. 10-12000 or 10-12000 or equal
- Curb Stop
 - 3 inch or larger
 - Cast brass gate valve according to right
 - Cast brass gate valve according to right or equal
 - Smaller than 3 inch
 - Standard No. 10-12000 Standard or equal
- Curb Box
 - 3 inch or larger
 - Cast brass curb box - no joints
 - Approved equal curb box - no joints
 - Smaller than 3 inch
 - Standard No. 10-12000 with Standard No. 10-12000 or equal



TEE CONNECTION

3 INCH OR LARGER WATER SERVICE
(INSTALLATION BY CONTRACTOR)



1-1/2 INCH OR 2 INCH WATER SERVICE CONNECTION

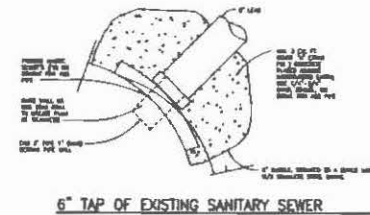
(INSTALLATION BY PLYMOUTH TOWNSHIP)

SERVICE CONNECTION DETAILS

SANITARY SEWER SERVICES

SANITARY SEWER SERVICE PERMITS AND NOTICES

- Before installation of any sanitary sewer service to the proposed structure, the Contractor must submit a planning permit from the Plymouth Township Planning Department at (734) 384-3800.
- Before any work may be started, there must be a sanitary sewer agreement paid to the City of Plymouth Township Department of Public Works.
- As inspection of the installation of the tap shall service line to the right-of-way or easement, and sanitary sewer service shall be provided prior to beginning any construction. Contact Plymouth Township Department of Public Works at (734) 384-3800 for the meeting the installation.



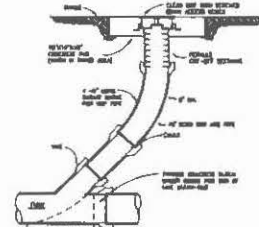
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SANITARY SEWER SERVICE APPROVED MATERIALS

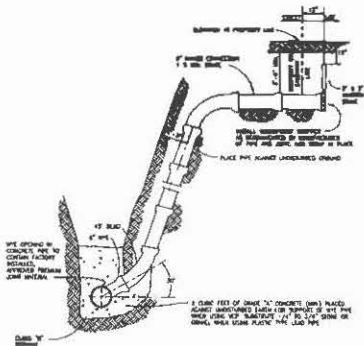
- Draw strength clay pipe: Standard Clay Pipe shall conform to STANDARD Specification, (these limits shall conform to the specifications. Drawn clay to be 20\"/>

SANITARY SEWER SERVICE INSTALLATION

- For VCP pipe, each tap or end of service line shall have a plug with a Woodblock type No. 1 joint. For ABS pipe the end of the line shall be sealed with a plug.
- Each tap or end of service line shall be installed by cutting a 7 inch x 8 inch x 8 ft, approx, and no other shall be installed above the end of the line.
- Each tap or end of service line shall be installed by cutting a 7 inch x 8 inch x 8 ft, approx, and no other shall be installed above the end of the line.
- Service connection shall be made in a trench (minimum 48 inches or 30 degrees) and 18 inches or 30 degrees. The tapping shall be made in a trench (minimum 48 inches or 30 degrees) and 18 inches or 30 degrees.



CLEAN OUT DETAIL



SANITARY SEWER SERVICE AND RISER CONNECTION

DETAILS NOT TO SCALE

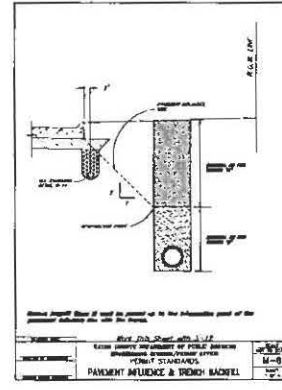
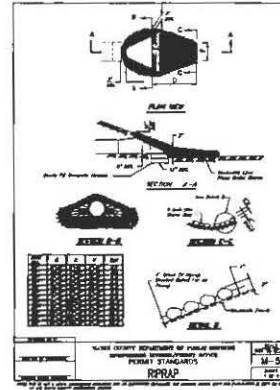
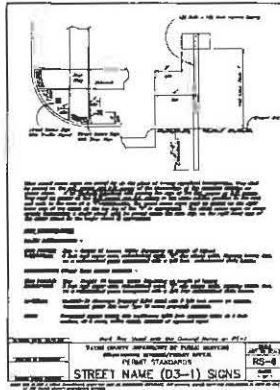
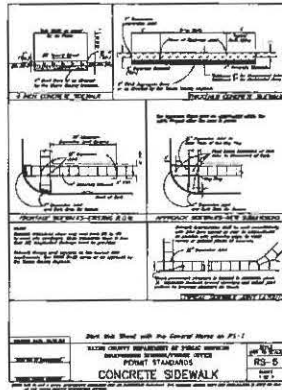
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PLYMOUTH CHARTER TOWNSHIP DEPARTMENT OF PUBLIC WORKS 1000 N. HADLEY ROAD PLYMOUTH, MICHIGAN 48170-4873 734-384-3870

STANDARD SANITARY SEWER AND
WATER SERVICE DETAILS
CHARTER TOWNSHIP OF PLYMOUTH, WAYNE COUNTY, MICHIGAN

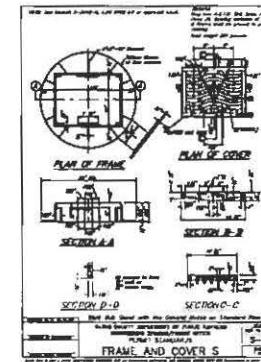
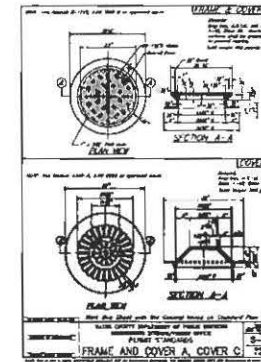
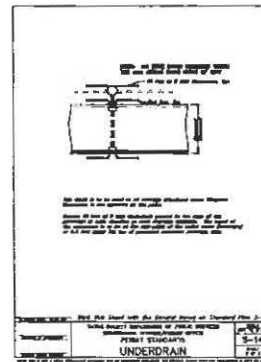
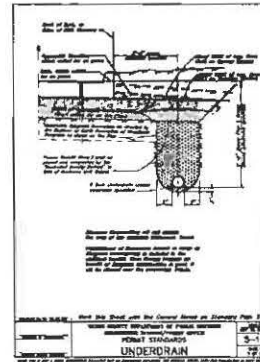
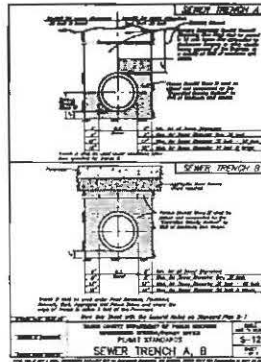
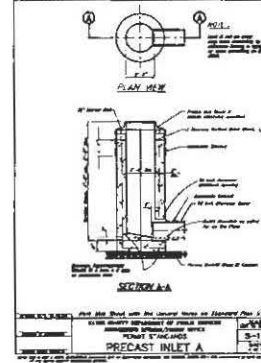
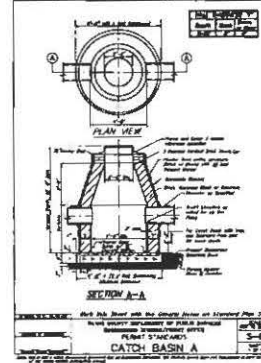


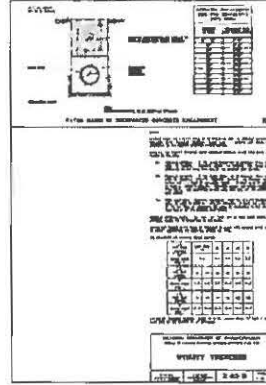
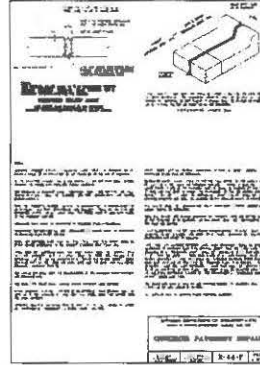
W-S



- GENERAL NOTES
1. All materials and construction shall be in accordance with the Standard Specifications for Public Works, Wayne County, Michigan, 1995 Edition, as amended, and the Standard Specifications for Pavement Structures, Wayne County, Michigan, 1995 Edition, as amended.
 2. The Department may require materials and methods of construction to be changed without notice, and the contractor shall comply with such changes.
 3. The contractor shall provide for the maintenance of traffic during construction.
 4. The contractor shall provide for the maintenance of the existing pavement and structures during construction.
 5. The contractor shall provide for the maintenance of the existing structures during construction.
 6. The contractor shall provide for the maintenance of the existing structures during construction.
 7. The contractor shall provide for the maintenance of the existing structures during construction.
 8. The contractor shall provide for the maintenance of the existing structures during construction.
 9. The contractor shall provide for the maintenance of the existing structures during construction.
 10. The contractor shall provide for the maintenance of the existing structures during construction.
- WYNE COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD SPECIFICATIONS
Pavement Structures
S-9
75%

- GENERAL NOTES
1. The contractor shall provide for the maintenance of the existing structures during construction.
 2. The contractor shall provide for the maintenance of the existing structures during construction.
 3. The contractor shall provide for the maintenance of the existing structures during construction.
 4. The contractor shall provide for the maintenance of the existing structures during construction.
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 9. The contractor shall provide for the maintenance of the existing structures during construction.
 10. The contractor shall provide for the maintenance of the existing structures during construction.
- WYNE COUNTY DEPARTMENT OF PUBLIC WORKS
STANDARD SPECIFICATIONS
Pavement Structures
S-10
75%





**MASTER DEED
ANDOVER FOREST**

This Master Deed is made and executed on this _____ day of _____, 2014, by Trowbridge of Andover Forest, LLC, a Michigan limited liability company, hereinafter referred to as "Developer", whose address is 2617 Beacon Hill Drive, Auburn Hills, MI 48326, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Andover Forest as a Condominium Project under the Act and does declare that Andover Forest (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Andover Forest, Wayne County Condominium Subdivision Plan No. _____. The Condominium Project is established in accordance with the Act.

The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element or the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

Commencing at the East $\frac{1}{4}$ Corner of Section 31, Town 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan; thence South 00 degrees 50 minutes 20 seconds West 1189.77 feet along the East line of said Section 31; thence South 66 degrees 57 minutes 20 seconds West 286.71 feet (recorded as South 66 degrees 00 minutes 30 seconds West 282.42 feet) along the centerline of Ann Arbor Road, (66 feet public right-of-way) to the Point of Beginning; thence continuing South 66 degrees 57 minutes 20 seconds West (recorded as South 66 degrees 00 minutes 30 seconds West) 805.01 feet along said centerline; thence North 00 degrees 43 minutes 47 seconds West 1609.05 feet along the East line of lots 59, 60, 65 and 66 of "Country Acres of Plymouth Subdivision No. 1", as recorded in liber 110 of plats, pages 68 to 84, Wayne County Records; thence North 89 degrees 33 minutes 24 seconds East 414.32 feet along the South line of lots 4, 5 and 6 of "Pine Ridge Estates Subdivision", as recorded in liber 104 of plats, pages 44 to 47, Wayne County Records; thence South 00 degrees 55 minutes 40 seconds West 778.11 feet; thence North 89 degrees 57 minutes 48 seconds East 369.80 feet; thence South 01 degrees 07 minutes 48 seconds West 519.34 feet (recorded as 517.2 feet) to the Point of Beginning, being part of the Southeast $\frac{1}{4}$ of said section 31, containing 18.85 acres of land, more or less, being subject to the rights of the public over the Southerly 33 feet thereof, as occupied by said Ann Arbor Road, and being subject to easements and restrictions of record, if any

Excepting therefrom any portion taken, deeded or used for public road purposes, and subject to all easements and restrictions of record and all governmental limitation.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are

or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Andover Forest Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Andover Forest as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. **Act.** The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. **Association.** "Association" means Andover Forest Association organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3. **Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. **Common Elements.** "Common Elements", where used without modification, means both the General and Limited Common Elements, if any, described in Article IV hereof.

Section 5. **Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. **Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Andover Forest as described above.

Section 7. **Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" means Andover Forest, a Condominium Project established in conformity with the provisions of the Act.

Section 8. **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. **Co-owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project and shall include a Land Contract Vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 10. **Development and Sales Period.** "Development and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

Section 11. **Developer.** "Developer" means Trowbridge of Andover Forest, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 12. **First Annual Meeting.** "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold or (b) mandatorily after the elapse of 54 months from the date of the first Unit conveyance or (c) mandatorily after 75% of all Units which may be created are sold, whichever first occurs.

Section 13. **Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceeds the votes which may be cast by the Developer.

Section 14. **Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean a single Unit in Andover Forest as the same is described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B attached hereto, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. **General Common Elements.** The General Common Elements are:

(a) **Land.** The land described in Article II hereof, excluding the portion of the land described in Article V, Section 1 below and in the Condominium Subdivision Plan as constituting the Condominium Units.

(b) **Electrical.** The electrical transmission mains throughout the Project, up to the point of lateral connection for Unit service, together with common lighting for the Project, if any is installed.

(c) **Telephone.** The telephone system throughout the Project up to the point of lateral connection for Unit service.

(d) **Gas.** The gas mains throughout the Project up to the point of lateral connection for Unit service.

(e) **Water.** The water mains throughout the Project up to the point of lateral connection for Unit service.

(f) **Sanitary Sewer.** The sanitary sewer mains throughout the Project up to the point of lateral connection for Unit service.

(g) **Storm Sewers.** Any storm sewer system which may ultimately be installed in the Condominium and the easements within which the same are located.

(h) **Telecommunications.** The telecommunications system, if and when it may be installed, up to the point of lateral connection for Unit service.

(i) **Conservation Easement.** The Conservation Easement over the common open space, as depicted on Exhibit B attached hereto. The Developer and the Association shall be permitted to enter upon the Landscape Easement, but will not be allowed to remove any vegetation from any area within the Easement. The Association shall be responsible for any maintenance necessary to main the Conservation Easement Area.

(j) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements, if any, which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Section 2. **Responsibilities.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Co-owner Responsibilities.**

(i) **Units.** The responsibility for and the costs of maintenance, decoration, repair and replacement of each Unit (including the dwelling and any improvements located thereon) shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of such Units, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Association based on reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. Each Co-owner shall be responsible for the landscaping and continued maintenance of any area located between Unit and road.

(ii) **Utility Services.** All costs of water, sanitary sewer, electricity, natural gas, cable television, telephone, sanitary sewer (if any) and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished. All utility laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority and the Association shall have no responsibility therefor.

(b) **Association Responsibilities.** The Costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association shall not be responsible for performing any maintenance, any repair or replacement with respect to residences and their appurtenances located within the Condominium Units.

Section 3. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, if and when constructed, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that telephone, electric, water, sanitary sewer and natural gas mains (but not cable television transmission lines) are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units.

Section 4. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. **Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Andover Forest and attached hereto as Exhibit B. Each Unit shall consist of the land located within Unit boundaries as shown on Exhibit B hereto together with all appurtenances thereto.

Section 2. **Percentage of Value.** The percentage of value for each Unit is equal. The percentages of value were computed on the basis of comparative characteristics of the Units and concluding that there are not material differences among them insofar as the allocation of the Percentages of Value is concerned. The total value of the Project is precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

ARTICLE VI

CONTRACTION OF CONDOMINIUM

Section 1. **Right to Contract.** As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 15 Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the Project all or some portion of the land described in Article II hereof (the "Contractible Area"). Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than 2. There is no obligation on the part of the Developer to withdraw from the Condominium Project any of the Contractible Area, or any portion thereof, nor is there any obligation to withdraw the Contractible Area in any particular order.

Section 2. **Withdrawal of Land.** In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in Article II (as it may be amended) as such Contractible Area, or any portion or portions thereof, is (or are) described above. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal, but within a period ending no later than 6 years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

Section 3. **Amendment of Master Deed.** Such contraction in size of this Condominium Project or subsequent expansion shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustment in percentage of value shall be within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 4. **Expansion After Contraction.** Any land withdrawn from the Condominium Project under this Article VI may be included as an area of future development and may be added back into the Condominium Project pursuant to Section 32 of the Michigan Condominium Act.

Section 6. **Consent of Interested Parties.** All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by Developer to effectuate the foregoing and to any proportions reallocation of percentages of value of Units which Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VII

CONVERTIBLE AREAS

Section 1. **Designation of Convertible Areas for Modification of Units and Common Elements.** All Units and General Common Elements in the Project are Convertible Areas within which the individual Units and General Common Elements may be enlarged or reduced in size and modified as provided herein.

Section 2. **Developer's Right to Modify Units.** Developer reserves the right, in its sole discretion, during a period ending no later than 6 years from the date of recording this Master Deed, to modify the size, design, location and other attributes of individual Units and General Common Elements within Convertible Areas.

Section 3. **Compatibility of Improvements.** All improvements, if any, constructed within the Convertible Areas described above shall be reasonably compatible with the structures on the other portion of the Condominium Project. No improvements, other than as above indicated, may be

created on the Convertible Areas.

Section 4. Amendment of Master Deed. Modifications within this Condominium Project shall be given effect by an appropriate amendment to the Master Deed in the manner provided by law, which amendment shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Project.

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VIII

EASEMENTS

Section 1. Easement for Utilities. There shall be easements to, through and over those portions of the land and improvements for the continuing maintenance, repair, replacement, enlargement of or tapping into all utilities in the Condominium.

Section 2. Rights Retained by Developer.

(a) **Utility Easements.** Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, storm sewers and sanitary sewer mains, if any. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

(b) **Sign Easements.** Developer reserves for the benefit of itself, its successors and assigns, a easement to construct and maintain anywhere within the Project a sign advertising Condominium Units in this Project and/or the Developer's new location. Developer also reserves an

easement over the Project for the purpose of maintaining a sign advertising the future development of the Project.

(c) **Model Easements.** The Developer reserves right to at all times use the model Units in the Condominium Project to market other projects developed by the Developer, its successors and assigns.

(d) **Road Dedication.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Development and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B thereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing grant of easement or transfer of title

(e) **Utility Dedication.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Development and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Andover Forest. All such right-of-way areas shall be contractible areas which may be withdrawn from the project at the discretion of the Developer. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B thereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication..

Section 3. **Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted or burdened thereby.

Section 4. **Association and Developer Easements for Maintenance, Repair and Replacement.** The Developer, the Association, all public or private utilities shall have such

easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the residence and all other appurtenance and improvements constructed or otherwise located within his Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his Unit in a proper manner and in accordance with the standards set forth in Article VI of the Bylaws. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any Rules and Regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, the Association (and/or the Developer during the Development and Sale Period) shall have the right, and all necessary easements in furtherance thereto, (but not the obligation) to take whatever reasonable action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, all at the expense of the Co-owner of the Unit, Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his annual assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. **Telecommunications Agreements.** The Developer approval during the Construction and Sales Period (and thereafter the Association), shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein.

ARTICLE IX

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or

Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Developer reserves the sole right during the Development and Sale Period and without the consent of any other Co-owner or any mortgagee of any Unit to:

(a) **Subdivide Units; Consolidation of Units; Relocation of Boundaries.** Subdivide or re-subdivide any Unit which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between adjoining Units. Such subdivision or re-subdivision of Units, consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) **Amendments to Effectuate Modification.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision shall be separately identified by number and the percentage of value for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the new Condominium Units resulting in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed; provided, however, the percentage of value for all Units in the Project shall remain equal. Such amendment or amendments to the Master Deed shall also contain such further definitions of General Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so subdivided. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purposes of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 7. Reservation of Conservation Area and Access Easement Agreement. Certain portions of the Condominium Project are subject to a certain Reservation of Conservation Area and Access Easement Agreement attached hereto as Exhibit C. The Reservation of Conservation Area and Access Easement Agreement contains substantial restrictions concerning the use of the regulated areas. It is impossible to paraphrase the entire Reservation of Conservation Area and Access Easement Agreement with risking some significant omission and the Association and each Co-owner is urged to carefully review this document.

ARTICLE X

AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of 66-2/3% of the Co-owners except as hereinafter set forth:

Section 1. Co-owner Consent. No Unit dimension may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of Limited Common Elements, if any, or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

Section 2. By Developer. Prior to 1 year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 3. Change in Value of Vote, Maintenance Fee and Percentages of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 6(c) of the Bylaws and except as provided herein.

Section 4. Mortgagee Approval. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-owners, to amend this Master Deed and the Condominium Documents without approval of any mortgagee unless the Amendment would materially alter or change the rights of a mortgagee, in which event 66-2/3% of the mortgagees shall approve such Amendment, giving one vote for each mortgage held.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners.

Section 6. Developer Approval. During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

ASSIGNMENT

TROWBRIDGE OF ANDOVER FOREST, LLC,
a Michigan liability company

STATE OF MICHIGAN)
) ss.
COUNTY OF)

Notary Public
County, Michigan

My Commission Expires:

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EXHIBIT A

BYLAWS

ANDOVER FOREST

ARTICLE I

ASSOCIATION OF CO-OWNERS

Andover Forest, a residential Condominium Project located in the Township of Plymouth, Wayne County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, operation and administration of the affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Association Bylaws provided for under the Michigan Non-profit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

Section 1. Assessments Against Units and Co-owners. All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Owners thereof in accordance with the following provisions.

Section 2. Determination of Assessments. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation and management of the Condominium Project. The Association presently has no common areas to maintain and has no responsibility to maintain any improvements within the Project. The duties of the Association are

minimal and it is presently anticipated that the Association budget will cover administrative costs, costs related to the operation of the Association, and costs related to filing tax returns and corporate annual reports.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2 above shall be payable by Co-owners in one installment, which is due and payable on January 1 of each year (or any other date which the board may determine at its discretion). In the initial year, the payment shall be prorated commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge of 1% per month shall be assessed automatically by the Association upon any assessments in default for five or more days until installment together with the applicable late charges is paid in full. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by the abandonment of his Unit.

Section 5. Enforcement.

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon 7 days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him.

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of subject Unit.

(c) **Notices of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i), the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which

comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the annual Association assessment. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs.

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 9. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 10. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 11. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied, provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III

ARBITRATION

Section 1. **Scope and Election.** Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. **Judicial Relief.** In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. **Election of Remedies.** Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

EMINENT DOMAIN

Section 1. **Eminent Domain.** The following provisions shall control upon any taking by eminent domain:

(a) **Taking of Unit or Improvements Thereon.** In the event of any taking of an entire Unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project.

(b) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to

proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

(c) **Notification of Mortgagees.** In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

(d) **Applicability of the Act.** To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 2. **Priority of Mortgagee Interests.** Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution of condemnation awards for losses to or a taking of Condominium Units.

ARTICLE V

RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. **Residential Use.** No Unit in the Condominium shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with single-family residential use. No building of any kind shall be erected except private residences and structures ancillary thereto. Only one residence may be erected within any Unit.

Section 2. **Leasing and Rental.**

(a) **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion without approval by the Association.

(b) **Leasing Procedures.** The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee of the Unit and at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants or nonco-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or nonco-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or nonco-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or nonco-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions.

Section 3. **Architectural Control.**

(a) No building, structure or other improvement shall be constructed or landscaping installed within a Condominium Unit or elsewhere within the condominium Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse to approve any such construction plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement, modification or landscaping, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. Developer may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment of increased maintenance charges from any Co-owner whose proposed building, appurtenances and related improvements will cause the Association abnormal expenses in carrying out its responsibilities under the Master Deed. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Developer's rights under this Article VI, Section 3 may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements or effect any landscaping upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

(b) No above-ground swimming pools shall be erected or maintained on any Unit. The size, configuration, location and exterior appearance of any in-ground swimming pool shall be subject to the Developer's prior written approval.

(c) No fence or wall of any kind shall be erected or maintained on any Unit, except fences (which shall be wrought iron or the aluminum as approved by the Developer) surrounding swimming pools as the same may be required by the Township of Plymouth and approved by the Developer. Permitted fences shall be no taller than 4 feet in height.

(d) Dog runs for permitted animals must be attached to and architecturally compatible with the main dwelling, and must be approved by the Developer. Any such dog run must be kept in a clean and sanitary condition at all times.

(e) The size, color, style, location and other attributes of the mailbox for any residence shall be as specified by the Developer, in order to ensure consistency and uniformity within the Condominium.

(f) All landscaping must be completed within 6 months (weather permitting) after

initial occupancy of the dwelling.

(g) Standard for Developer's Approvals; Exculpation from Liability. In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by the Developer under this Section, the Developer intends to ensure that the dwellings and other features embodied or reflected therein meet the requirements set forth in this Section; however, the Developer reserves the right to waive or modify such restrictions or requirements pursuant to paragraph (h) of this Section. In addition to ensuring that all dwellings comply with the requirements and restrictions of this Section 3, the Developer (or the Association, to the extent approval powers are assigned to it by the Developer) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as the Developer (or the Association) in its sole discretion may determine appropriate or pertinent. The Developer currently intends to take into account the preservation of trees and of the natural setting of the Condominium in passing upon plans, designs, drawings, specifications and other submissions. Except as otherwise expressly provided herein, the Developer or the Association, as the case may be, shall be deemed to have the broadest discretion in determining what dwellings, fences, walls, hedges, or other structures will enhance the aesthetic beauty and desirability of the Condominium, or otherwise further or be consistent with the purposes for any restrictions. In no event shall either the Developer (or the agents, officers, employees or consultants thereof), or the Association have any liability whatsoever to anyone for any act or omission contemplated herein, including without limitation the approval or disapproval of plans, drawings, specifications, elevations of the dwellings, fences, walls, hedges or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither the Developer nor member of the Association shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Section 3 or any other provision contained in the Condominium Documents, or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provisions hereof. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Developer or any other person for any decision of the Developer (or alleged failure of the Developer to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter as to which the Developer reserves the right to approve or waive under this Master Deed. The approval of the Developer (or the Association, as the case may be) of a building, structure, improvement or other matter shall not be construed as a representative or warranty that the structure or matter is properly designed or that it is conformity with the ordinances or other requirements of the Township of Plymouth or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the Owner or any other person of the same (even if known), is hereby disclaimed.

(h) Developer's Right to Waive or Amend Restrictions. Notwithstanding anything herein to the contrary, the Developer reserves the right to approve any structure or activities otherwise prescribed or prohibited hereunder, or to waive any restriction or requirement provided for in this Section 3, if in the Developer's sole discretion such is appropriate in order to maintain the

atmosphere, architectural harmony, appearance and value of the Condominium and the Units therein, or to relieve the Owner of a Unit or a contractor from any undue hardship or expense. In no event, however, shall the Developer be deemed to have waived or be estopped from asserting its right to require strict and full compliance with all the restrictions set forth herein, unless the Developer indicates its intent and agreement to do so in writing and, in the case of an approval of nonconforming structures, the requirements of paragraph (a) of this Section are met.

(i) The following minimum architectural standards shall be followed by Developer, any builders erecting homes in Andover Forest, or any existing or prospective home owners in Andover Forest. The Developer, in its role of architectural review, shall utilize the standards in this paragraph as a minimum set of requirements for approval of any plans to be built in Andover Forest:

1. Minimum living area size:
 - a. 3,000 square feet for 2 story houses
 - b. 2,600 square feet for first floor master suite and ranch style houses
2. All first floor exterior wall materials shall be brick, stone, or similar decorative masonry materials and said materials will extend to the ground surface.
3. All garages will be side load.
4. All chimneys will be brick, stone or similar decorative masonry material.
5. At least two different floor plans will be offered in the development.
6. Each floor plan will provide for at least 3 different elevation treatments.
7. The same elevation will not be built on two adjacent lots.

Section 4. Pets. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. No dog kennels or dog runs shall be allowed.

Section 5. Aesthetics. The outside of Unit areas shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind. No exterior radio, television aerial, antenna, satellite dish or other reception or transmission device shall be constructed, altered or maintained on any Unit without the prior written consent of Developer, which the Developer may withhold in its sole discretion. Satellite dishes shall be 25 inches in diameter or less and attached to the sides or rear of the dwelling.

Section 6. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use,

may be parked or stored upon the premises of the Condominium, unless in garages or approved outbuildings. Passenger vehicles shall be parked in garages to the maximum extent possible. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business.

Section 7. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Development and Sales Period, from the Developer.

Section 8. Co-owner Maintenance. Each Co-owner shall maintain his Unit for which he has maintenance responsibility in a safe, clean and sanitary condition.

Section 9. Reserved Rights of Developer.

(a) **Developer's Rights In Furtherance of Development and Sales.** None of the restrictions contained in this Article V shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer, and may continue to do so during the entire Development and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use.

(b) **Enforcement of Bylaws.** The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

(c) **Prior approval by Developer.** During the Development and Sales Period, no buildings, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height materials, color scheme, location and approximate cost of such structure or improvements and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by

Developer, its successors or assigns, a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

ARTICLE VI

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

Section 2. Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VII

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article X, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article VIII. The vote of each

Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to vote for each Unit which it owns.

Section 3. **Quorum.** The presence in person or by proxy of 35% of the Co-owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 4. **Voting.** Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 5. **Majority.** A majority, except where otherwise provided herein, shall consist of more than 50% in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE VIII

MEETINGS

Section 1. **Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. **First Annual Meeting.** The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% in number of

the Units in the Project (determined with reference to the recorded Consolidating Master Deed) have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to nondeveloper Co-owners of 75% in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article X of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address provided by the Co-owner shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (g) election of Directors (at

annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meeting of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE IX

ADVISORY COMMITTEE

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 2 non-developer Co-owners. The Committee shall be established

and perpetuated in any manner the Developer deems advisable, except that, if more than 50% in number and in value of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE X

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall initially be comprised of 3 members and shall continue to be so comprised until enlarged to 5 members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a Board of 5 Directors all of whom must be members of the Association, except for the first Board of Directors, or its successors as selected by the Developer. Directors' compensation, if any, shall be set by the affirmative vote of 60% of all Co-owners. Directors of the Association who serve prior to the Transitional Control Date shall receive no compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors or its successors as selected by the Developer, shall be composed of 3 persons and such first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owners to be Board, the Board shall be increased in size from 3 persons to 5 persons. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% in number of the Units that may be created, 1 of the 5 Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% in number of the Units that may be created, 2 of the 5 Directors shall be elected by non-developer Co-owners. When the required percentage levels of conveyance have been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director or Directors, as the case may be. Upon certification by the Co-owners to the Developer of the Director or Directors so elected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting

of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

(c) Election of Directors at and After First Annual Meeting.

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% in number of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 Director as long as the Units that remain to be created and sold equal at least 10% of all Units that may be created in the Project. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate 1 member as provided in subsection (i).

(iv) At the First Annual Meeting there shall be 5 Directors and each Co-owner of a Unit in the Project shall have the right to appoint 1 Director for each Unit it owns.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any

further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(b) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(c) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation and administration of the Condominium Project.

(d) To enforce the provisions of the Condominium Documents.

Section 5. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 6. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VII, Section 4. Any Director whose removal has been proposed by the Co-owner shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 7. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at

least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least 10 days prior to the date named for such meeting.

Section 9. **Special Meetings.** Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

Section 10. **Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. **Adjournment.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 12. **First Board of Directors.** The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 13. **Fidelity Bonds.** The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XI

OFFICERS

Section 1. **Officers.** The principal officers of the Association shall be a President, who shall

be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a) **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(d) **Treasurer.** The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 2. **Election.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. **Removal.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. **Duties.** The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XII

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XIII

FINANCE

Section 1. **Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. **Fiscal Year.** The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. **Bank.** Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XV

AMENDMENTS

Section 1. **Proposal.** Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more in number of the Co-owners by instrument in writing signed by them.

Section 2. **Meeting.** Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. **Voting.** These Bylaws may be amended by the Co-owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of mortgagees shall be required with each mortgagee to have one vote for each mortgage held.

Section 4. **By Developer.** Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

Section 5. **When Effective.** Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the County Register of Deeds.

Section 6. **Binding.** A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVI

COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVII

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XVIII

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is

concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XIX

SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE XX

LITIGATION

Section 1. **General.** The requirements of this Article XX shall govern the Association's commencement and conduct of any civil action except for actions to enforce the Bylaws of the Association or collect delinquent assessments. The requirements of this Article XX will ensure that the members of the Association are fully informed regarding the prospects to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the Association shall have standing to sue to enforce the requirements of this Article XX. The following procedures and requirements apply to the Association's commencement of any civil action other than in action to enforce the Bylaws of the Association or collect delinquent assessments:

(a) The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed, and supervising and directing any civil actions that are filed.

(b) Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board shall call a special meeting of the members of the Association ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action.

The written notice to the members of the date, time and place of the litigation evaluation meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8 1/2" x 11" paper:

(1) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

(i) It is in the best interest of the Association to file a lawsuit;

(ii) That at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association without success;

(iii) Litigation is the only prudent, feasible and reasonable alternative;
and

(iv) The Board's proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(c) A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the Association in the proposed civil action, including the following information:

(1) The number of years the litigation attorney has practiced law; and

(2) The name and address of every condominium and/or homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(3) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(4) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(5) The litigation attorney's proposed written fee agreement.

(6) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by subparagraph (f) of this Article XX.

(c) If the lawsuit relates to the condition of any of the Common Elements, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the Association have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to the replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all members with the written notice of the litigation evaluation meeting.

(d) The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee agreement unless the existence of the agreement is disclosed to the members in the text of the Association's written notice to the members of the litigation evaluation meeting.

(e) At the litigation evaluation meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce the Association Bylaws or collect delinquent assessments) shall require the approval of two-thirds majority in number and in value. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

(f) All legal fees incurred in pursuit of any civil action that is subject to this Article XX shall be paid by special assessment of the members of the Association ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all members of the Association in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the members in accordance with their respective percentage of the value interests in the Condominium and shall be collected from the members on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

(g) During the course of any civil action authorized by the members pursuant to this Article XX, the retained attorney shall submit a written report ("attorney's written report") to the

Board every thirty (30) days setting forth:

(1) The attorney's fee, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) days period immediately preceding the date of the attorney's written report ("reporting period").

(2) Actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including but not limited to, settlement discussions.

(4) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(5) Whether the originally estimated total cost of the civil action remains accurate.

(h) The Board shall meet monthly during the course of any civil action to discuss and review:

(1) The status of the litigation.

(2) The status of settlement efforts, if any.

(3) The attorney's written report.

(i) If at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revisions thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

(j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article XX ("litigation expenses") shall be fully disclosed to members in the Association's annual budget. The litigation expenses for each civil action subject to this Article XX shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

(k) This Article XX may be amended, altered or repealed by a vote of not less than 66-2/3% of all members of the Association.

RESERVATION OF CONSERVATION AREA
EASEMENT AGREEMENT

This Reservation of Conservation Area Easement Agreement is made, reserved, conveyed and granted on this _____ day of _____, 2014, by TROWBRIDGE OF ANDOVER FOREST, LLC, a Michigan Limited Liability Company, having its principal office at 2617 Beacon Hill Drive, Auburn Hills, Michigan 48326, hereinafter the "GRANTOR", and the owner of property, hereinafter "PROPERTY", which is legally described as follows:

EXHIBIT A ATTACHED

The GRANTOR, as owner and developer of the PROPERTY, as described on EXHIBIT A, have received site plan approval from the Township of Plymouth for a single family residential cluster site condominium development pursuant to Township of Plymouth Code of Ordinances, and that approved site plan provides for a conservation area and access easement, hereinafter "SITE PLAN", which is attached as EXHIBIT B.

The conservation area and access easement area are part of the PROPERTY and the GRANTOR, as owner and developer of the PROPERTY, and as designated on the SITE PLAN, have reserved an area for CONSERVATION, hereinafter "CONSERVATION EASEMENT AREA, which is legally described as follows:

EXHIBIT C ATTACHED

The GRANTOR, hereby convey and warrant a perpetual CONSERVATION EASEMENT AREA as described on EXHIBIT C to the GRANTOR, as Grantees, the GRANTOR's successor owners, assigns, developers, successor developers, successor owner's of parcels within the PROPERTY and their heirs, future condominium associations for the PROPERTY and its successors and any and all successors of any party in interest of a

parcel of property within the PROPERTY, hereinafter "GRANTEES", "GRANTEE(S)" and/or "GRANTEE".

The GRANTOR and GRANTEES agree to the following terms and conditions:

1. This Reservation of Conservation Area Easement Agreement with attachments shall be recorded with the Wayne County Register of Deeds against all parcels of property located within the PROPERTY. This Reservation of Conservation Area and Access Easement Agreement shall be referenced and attached as an exhibit to the Master Deed. The Master Deed must comply with the Michigan State statutes.
2. No monetary consideration will be provided to GRANTOR for this Reservation of Conservation Area and Access Easement Agreement, and, therefore the conveyance is exempt from transfer tax pursuant to MCL 207.505(a) AND 207.526(a).
3. The purpose of this Agreement is to ensure that the CONSERVATION EASEMENT AREA will be perpetually preserved in its predominately natural, forested, and open space condition. The parties agree that the purposes of this Agreement is to protect the CONSERVATION EASEMENT AREA'S natural resource and watershed values; to maintain and enhance biodiversity; to retain quality habitat for trees, native plants and animals; to serve as a buffer between the PROPERTY and abutting neighborhoods; and to maintain and enhance the natural features of the CONSERVATION EASEMENT AREA. Any uses of the CONSERVATION EASEMENT AREA that may impair or interfere with these conservation values are expressly prohibited.
4. The parties agree that the CONSERVATION EASEMENT AREA possesses natural, open space, scientific, biological and ecological values of prominent importance to GRANTEES. These values are referred to as the "conservation values" in this Agreement. The conservation values include, but are not limited to the following:
 - A. Scenic landscape and natural character that would be impaired by modification of the CONSERVATION AREA AND ACCESS EASEMENT AREA.
 - B. Providing a natural buffer area between the PROPERTY and abutting neighborhoods.
 - C. The State of Michigan has recognized the importance of protecting our natural resources, as delineated in the 1963 Michigan Constitution,

Article IV, Section 52: "The conservation and development of the natural resources of the state are hereby declared to be of paramount public concern in the interest of health, safety, and general welfare of the people. The legislature shall provide for the protection of the air, water, trees and other natural resources of the state from pollution, impairment, and destruction."

- D. The CONSERVATION EASEMENT AREA is preserved pursuant to clearly delineated local/state/federal conservation policies and yields a significant public benefit. The following legislation, regulations, and policy statements establish relevant public policy:
 - i. Biological Diversity Conservation, Part 355 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.35501 et. seq.
 - ii. Farmland and Open Space Preservation, Part 361 of the Michigan Natural Resources and Environmental Protection Act- MCL 324.36101 et. seq.
 - iii. The Property contains significant natural habitat in which trees, plants, or the ecosystems which support them thrive in a natural state.
- E. The CONSERVATION EASEMENT AREA shall not include trails, utilities and appurtenances, and/or bioswales unless depicted on the Final Site Plan approved by the Township of Plymouth.
- 5. Any activity on, or use of the CONSERVATION EASEMENT AREA which is inconsistent with the purposes of this Agreement or which is detrimental to the conservation values is expressly prohibited. By way of example, but not by way of limitation, the following activities and uses are explicitly prohibited:
 - A. Division. Any division or subdivision of the CONSERVATION EASEMENT AREA is prohibited except under those conditions specifically stated in the Township of Plymouth approved site plan which is being recorded at the same time as this Reservation of Conservation Area and Access Easement Agreement.
 - B. Commercial Activities. Any commercial activity on the CONSERVATION EASEMENT AREA is prohibited

- C. Construction. The placement or construction of any human made modification such as, but not limited to, temporary or permanent buildings, fences, patios, decks, pools, sheds, pathways, gardens, playground equipment, and statuary are prohibited.
- D. Cutting Vegetation. Any cutting of trees or vegetation, including pruning or trimming, is prohibited, except for the cutting or removal or removal of trees or vegetation that poses a threat to human life or property as determined by the condominium association upon resolution of the Board or the Township of Plymouth. Any vegetation that is certified as dead, dying or diseased by a certified arborist or landscape architect may be may be removed by any grantee but only after the Township of Plymouth Planning Department has approved in writing the removal of the specific vegetation after the Township of Plymouth has been provided with the report of the certified arborist or landscape architect.
- E. Land Surface Alteration. Any alteration of the surface of the CONSERVATION EASEMENT AREA is prohibited, including any substance that must be quarried or removed by methods that will consume or deplete the surface estate, including but not limited to the removal of topsoil, sand, gravel, rock and peat.
- F. Dumping. Waste and unsightly or offensive material is not allowed and may not be accumulated on the CONSERVATION EASEMENT AREA. Grantees engaging in such activities may be prosecuted by the Township of Plymouth upon complaint of the condominium association and/or other GRANTEES.
- G. Water Courses. Natural water courses, drainage or wetlands may not be altered.
- H. Off Road Recreational Vehicles. Motorized off-road vehicles such as, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles may not be operated on the CONSERVATION EASEMENT AREA.
- I. Signs. Any signs except those placed by the homeowners' association, developer or as required by the Township of Plymouth are prohibited. For example, the following signs may be displayed to state:
 - i. The area is protected by a conservation easement.
 - ii. Prohibition of any unauthorized entry or use.

- J. Access. Access shall be via the access easement as shown on Exhibit B. Individual site condominium parcel owners shall be allowed to walk on the CONSERVATION EASEMENT AREA.
6. The parties agree that owners of land within the PROPERTY retain all ownership rights for their own site condominium parcel property that are not expressly restricted by this Conservation SITE PLAN. This includes the right to sell, mortgage, bequeath, or donate their own property. Any conveyance will remain subject to the terms of the Reservation of Conservation Area Easement Agreement and the subsequent owners as GRANTEES will be bound by all obligations in this Agreement.
7. The parties agree that the Township of Plymouth has the following rights as to the Conservation Area:
- A. Right to Enter. The Township of Plymouth has the right to enter the CONSERVATION EASEMENT AREA at reasonable times to monitor the CONSERVATION EASEMENT AREA to enforce compliance with the Agreement pursuant to the Plymouth Township Code of Ordinances. The Township of Plymouth has no right to permit others to enter the CONSERVATION EASEMENT AREA unless they are acting as a contractor or agent of the Township of Plymouth.
- B. Right to Preserve. The condominium association and/or the Township of Plymouth, have the right to prevent any activity on or use of the CONSERVATION EASEMENT AREA that is inconsistent with the purposes of this CONSERVATION Easement Agreement or detrimental to the conservation values of the Property. The developer or subsequent developer shall have the right to enforce this CONSERVATION Easement Agreement but only until the condominium association is officially established and has had its first meeting.
- C. Right to Require Restoration. The condominium association and/or the Township of Plymouth, have the right to require the individual responsible for damage to restore areas or features of the CONSERVATION EASEMENT AREA that are damaged by any activity inconsistent with this Agreement. If the responsible party cannot be determined, the condominium association shall be responsible for the restoration.
8. The condominium association and/or the Township of Plymouth, shall have the rights to enforce the terms of this Reservation of Conservation Area and Access Easement Agreement. A delay in enforcement shall not

be construed as a waiver of the right to eventually enforce the terms of this Reservation of Conservation Area Easement Agreement.

9. Neither the condominium association nor the Township of Plymouth shall bring an action against any GRANTEE(S) for modifications to the CONSERVATION EASEMENT AREA resulting from causes beyond GRANTEES' control, including, but not limited to, natural disasters such as unintentional fires, floods, storms, or natural earth movement or a response to an emergency beyond the control of the GRANTEE(S).
10. If a GRANTEE(S) is in violation of this Reservation of Conservation Area Easement Agreement, or that a violation is threatened, the condominium association shall provide written notice to the responsible GRANTEE(S). The written notice will identify the violation and request corrective action to cure the violation and, where the CONSERVATION EASEMENT AREA has been damaged, to restore the CONSERVATION EASEMENT AREA. If within 28 days after written notice to the responsible condominium parcel owner, the responsible GRANTEE(S) does not implement corrective measures requested by the condominium association, then the condominium association may take whatever legal action in law or in equity to enforce the terms of the Reservation of CONSERVATION Easement Agreement. If the court determines that the responsible GRANTEE(S) has failed to comply with this Reservation of CONSERVATION Easement Agreement, the GRANTEE(S) shall reimburse the condominium association for all reasonable litigation costs and reasonable attorney's fees, and all costs of corrective action or restoration incurred by the condominium association.
11. If at any time the Township of Plymouth determines, in its sole discretion that the violation is attributable to a specific individual, it may immediately issue a violation notice to that individual. If the violating individual cannot be determined, the Township of Plymouth will notify the condominium association of the violation and require the condominium association to take corrective action. The Township of Plymouth is entitled to enjoin the violation through temporary or permanent injunctive relief and to seek specific performance, declaratory relief, restitution, reimbursement of expenses, including but not limited to, costs and attorney fees, and/or an order that compels a condominium parcel owner or the condominium association to restore the CONSERVATION EASEMENT AREA.
12. The preceding remedies are cumulative. Any, or all, of the remedies may be invoked by the condominium association or the Township of Plymouth if there is an actual or threatened violation of this Reservation of Conservation Area and Access Easement Agreement.

13. The Township of Plymouth may require that the any individual, GRANTEE(s) and/or the condominium association take appropriate remedial action to correct any violations of this Agreement. Any destruction of vegetation shall be restored to its original condition unless waived by the Township of Plymouth. The Township of Plymouth may waive restoration to an original condition if the removed vegetation is invasive, harmful to humans or animals or, in the sole opinion of the Township of Plymouth, would not satisfy the conservation purposes of this Agreement. In lieu of original restoration, the Township of Plymouth, in its sole discretion may require the individual, GRANTEES and/or condominium association to replace the tree, vegetation or damaged nature feature with an appropriate substitute such as a tree of a specific dimension or natural vegetation indigenous to the area but not harmful. The individual, GRANTEE(S) and/or condominium association may suggest alternative to restoration to the original condition but approval must be granted in writing by the Township of Plymouth. The Township of Plymouth is entitled to 60 Days written notice whenever its approval is required under this Reservation of Conservation Area Easement Agreement.
14. In accepting this Reservation of Conservation Area Easement Agreement as part of the SITE PLAN approval, the Township of Plymouth shall have no liability or other obligation for costs, liabilities, taxes, or insurance of any kind related to the CONSERVATION EASEMENT AREA or the PROPERTY. The Township of Plymouth, its directors, officers, employees, and agents have no liability arising from injury or death to any person or physical damage to any property on the CONSERVATION EASEMENT AREA or the PROPERTY. GRANTEES agree to defend the Township of Plymouth and its directors, officers, employees and agents against such claims arising as a result of any such damages.
15. GRANTOR warrant that it has no knowledge of a release of hazardous substances or hazardous wastes on the CONSERVATION EASEMENT AREA.
16. This Reservation of Conservation Area and Access Easement Agreement may be extinguished only by an unexpected change in condition that causes it to be impossible to fulfill the CONSERVATION EASEMENT'S purposes. If subsequent circumstances render the purposes of this Reservation of Conservation Area Easement Agreement impossible to fulfill, then this Agreement may be partially or entirely terminated only by judicial proceedings. The parties hereto will be entitled to pursue any claims or damages available to them under the law.

17. This Reservation of Conservation Area Easement Agreement shall be liberally construed in favor of maintaining the conservation values of the Conservation Area as set out in this Agreement.
18. The terms and conditions herein apply jointly and severally to the GRANTEES. The Township of Plymouth, may take action to enforce this Reservation of Conservation Area Easement Agreement with one or more of the GRANTEES and if one GRANTEE fails to fulfill its duties under this Reservation of Conservation Area Easement Agreement, the other GRANTEE(S) shall assume full responsibility for correction and compliance with this Reservation of Conservation Area Easement Agreement.
19. For purposes of this agreement, notices may be provided to any party by personal delivery or by mailing a written notice to the party at the last known address of a party by certified mail.
20. If any portion of this Reservation of Conservation Area Easement Agreement is determined to be invalid, the remaining provisions will remain in force.
21. This Reservation of Conservation Area Easement Agreement is binding upon, and inures to the benefit of, GRANTEES. All subsequent owners within the PROPERTY are bound to all provisions of this Reservation of Conservation Area Easement Agreement to the same extent as any GRANTEES.
22. A party's future rights and obligations under this Reservation of Conservation Area Easement Agreement terminate upon transfer of that party's interest in land within the PROPERTY. Liability for acts or omissions occurring prior to transfer will survive the transfer.
23. This Reservation of Conservation Area Easement Agreement will be construed in accordance with Michigan Law.
24. This Reservation of Conservation Area Easement Agreement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

GRANTOR/GRANTEES:

TROWBRIDGE OF ANDOVER FOREST,
L.L.C., a Michigan Limited Liability Company

_____ By: _____

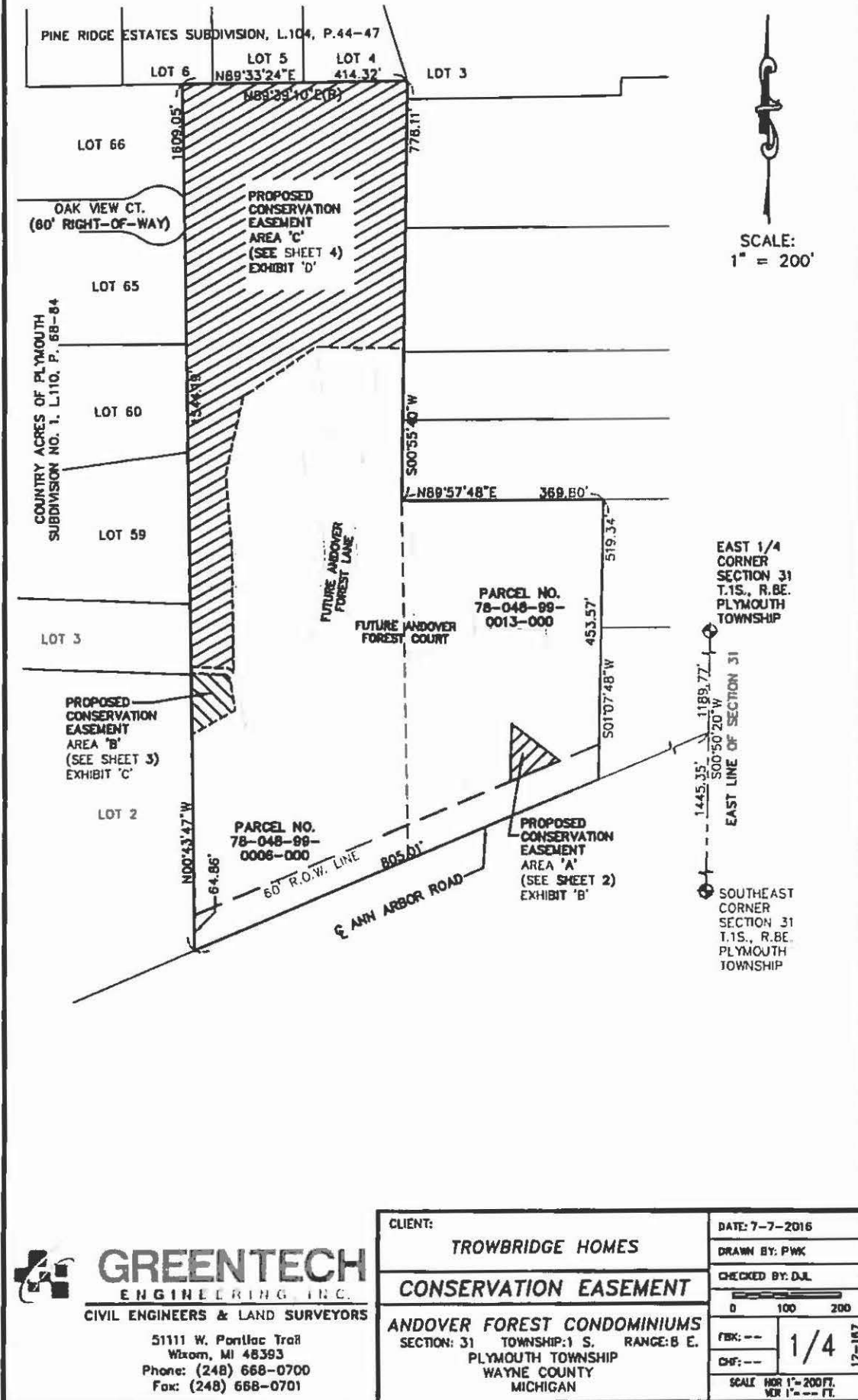
_____ Its: _____

Acknowledged before me on this _____ of _____, of 2014, by _____, _____ of TROWBRIDGE OF ANDOVER FOREST, LLC, A Michigan Limited Liability Company.

____ County, Michigan
My commission expires:

Mark J. Abdo, Attorney at Law
43928 Mound Road, Suite 100
Sterling Heights, Michigan 48314
When recorded, return to drafter

EXHIBIT 'A'



GREENTECH
ENGINEERING INC.

CIVIL ENGINEERS & LAND SURVEYORS

51111 W. Pontiac Trail
Wixom, MI 48393
Phone: (248) 668-0700
Fax: (248) 668-0701

CLIENT:

TROWBRIDGE HOMES

CONSERVATION EASEMENT

ANDOVER FOREST CONDOMINIUMS
SECTION: 31 TOWNSHIP: 1 S. RANGE: 8 E.
PLYMOUTH TOWNSHIP
WAYNE COUNTY
MICHIGAN

DATE: 7-7-2016

DRAWN BY: PWK

CHECKED BY: DJL

0 100 200

FBK: -- 1/4 12-167
CHF: --

SCALE: HOR 1" = 200 FT.
VER 1" = 40 FT.

EXHIBIT 'B'

FUTURE
ANDOVER
FOREST COURT

PARCEL NO.
78-048-89-
0013-000

SCALE:
1" = 60'

PROPOSED
CONSERVATION
EASEMENT
AREA 'A'

EAST 1/4
CORNER
SECTION 31
T.1S., R.8E.
PLYMOUTH
TOWNSHIP

S66°57'20"W
77.41'

N01°07'48"E
104.77'

S51°57'54"E
103.70'

N01°07'48"E
65.77'

S66°57'20"W
286.71'

S00°50'20"W
1189.77'

60' R.O.W. LINE

S66°57'20"W
97.91'

P.O.B.
EASEMENT

ANN ARBOR ROAD

SOUTHEAST
CORNER
SECTION 31
T.1S., R.8E.
PLYMOUTH
TOWNSHIP



CONSERVATION
EASEMENT

PROPOSED CONSERVATION EASEMENT 'A':

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 31, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN; THENCE SOUTH 00 DEGREES 50 MINUTES 20 SECONDS WEST 1189.77 FEET ALONG THE EAST LINE OF SAID SECTION 31; THENCE SOUTH 66 DEGREES 57 MINUTES 20 SECONDS WEST 286.71 FEET ALONG THE CENTERLINE OF ANN ARBOR ROAD; THENCE NORTH 01°07'48" EAST 65.77 FEET; THENCE SOUTH 66°57'20" WEST 77.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 66°57'20" WEST 97.91 FEET; THENCE NORTH 01°07'48" EAST 104.77 FEET; THENCE SOUTH 51°57'54" EAST 103.70 FEET TO THE POINT OF BEGINNING.



GREENTECH
ENGINEERING INC.

CIVIL ENGINEERS & LAND SURVEYORS

51111 W. Pontiac Trail
Wixom, MI 48393
Phone: (248) 668-0700
Fax: (248) 668-0701

CLIENT:

TROWBRIDGE HOMES

CONSERVATION EASEMENT

ANDOVER FOREST CONDOMINIUMS
SECTION: 31 TOWNSHIP: 1 S. RANGE: 8 E.
PLYMOUTH TOWNSHIP
WAYNE COUNTY
MICHIGAN

DATE: 7-7-2016

DRAWN BY: PWK

CHECKED BY: D.J.L.

0 30 60

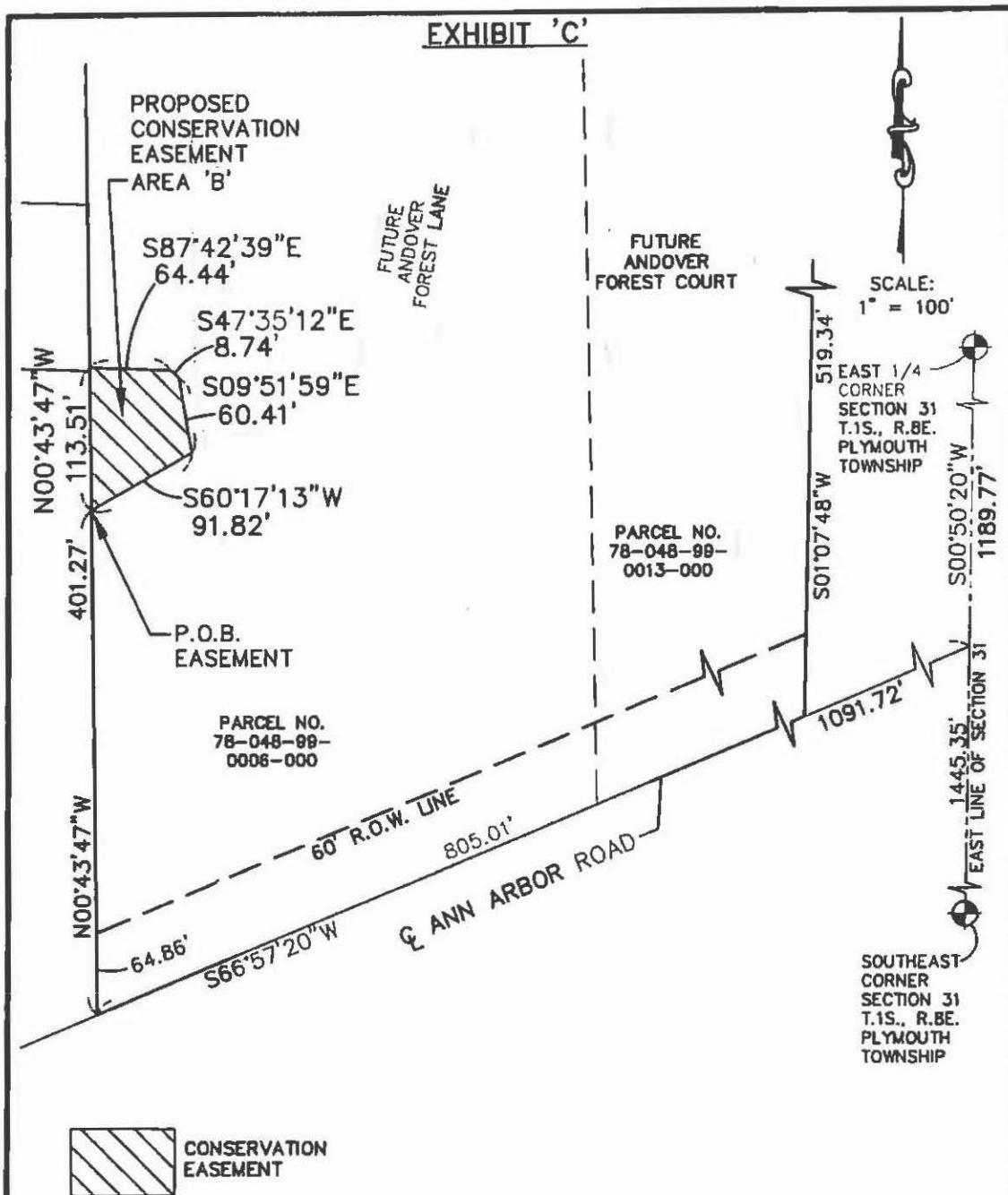
FBK: ---

CHG: ---

SCALE HOR 1" = 60 FT.
VER 1" = 60 FT.

2/4

12-167



PROPOSED CONSERVATION EASEMENT 'B':

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 31, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN; THENCE SOUTH 00 DEGREES 50 MINUTES 20 SECONDS WEST 1189.77 FEET ALONG THE EAST LINE OF SAID SECTION 31; THENCE SOUTH 66 DEGREES 57 MINUTES 20 SECONDS WEST 1091.72 FEET ALONG THE CENTERLINE OF ANN ARBOR ROAD; THENCE NORTH 00°43'47" WEST 401.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°43'47" WEST 113.51 FEET; THENCE SOUTH 87°42'39" EAST 64.44 FEET; THENCE SOUTH 47°35'12" EAST 8.74 FEET; THENCE SOUTH 09°51'59" EAST 60.41 FEET; THENCE SOUTH 60°17'13" WEST 91.82 FEET TO THE POINT OF BEGINNING.



GREENTECH
ENGINEERING, INC.

CIVIL ENGINEERS & LAND SURVEYORS

51111 W. Pontiac Trail
Wixom, MI 48393
Phone: (248) 668-0700
Fax: (248) 668-0701

CLIENT:

TROWBRIDGE HOMES

CONSERVATION EASEMENT

ANDOVER FOREST CONDOMINIUMS
SECTION: 31 TOWNSHIP: 1 S. RANGE: 8 E.
PLYMOUTH TOWNSHIP
WAYNE COUNTY
MICHIGAN

DATE: 7-7-2015

DRAWN BY: PWK

CHECKED BY: D.J.L.

0 50 100

FBK: ---

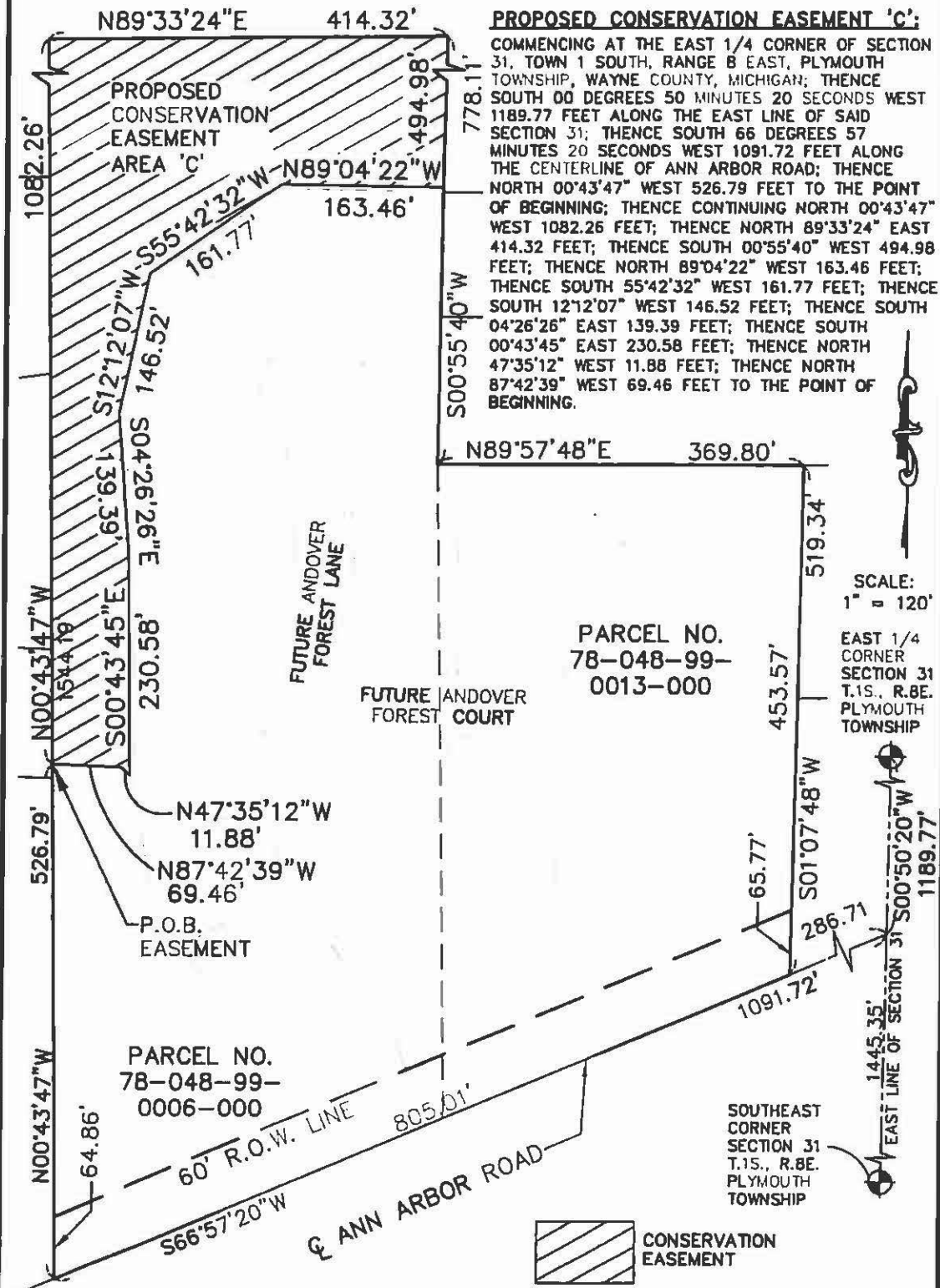
CHG: ---

SCALE: HOR 1"=100 FT
VER 1"=--- FT.

3/4

12-167

EXHIBIT 'D'



GREENTECH
 ENGINEERING, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 51111 W. Pontiac Trail
 Wixom, MI 48393
 Phone: (248) 668-0700
 Fax: (248) 668-0701

CLIENT:	TROWBRIDGE HOMES	DATE: 7-7-2016
		DRAWN BY: PWK
		CHECKED BY: D.J.L.
		0 60 120
		FBK: 4/4
		CHK: --
		SCALE: HOR 1"=120 FT. VER 1"=40 FT.

CONSERVATION EASEMENT
ANDOVER FOREST CONDOMINIUMS
 SECTION: 31 TOWNSHIP: 1 S. RANGE: 8 E.
 PLYMOUTH TOWNSHIP
 WAYNE COUNTY
 MICHIGAN

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

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

RONALD E. WITTHOFF
rwitthoff@hpcswb.com

(734) 453-7877
FAX (734) 453-1108
www.hpcswb.com

September 25, 2014

Ms. Jana Radtke
Community Development Director/Planner
Charter Township of Plymouth
9955 N Haggerty Road
Plymouth, Michigan 48170

Re: Andover Forest Condominium Document Review

Dear Ms. Radtke:

I have received and reviewed the Cluster Housing Agreement, Condominium Master Deed, Condo Association Bylaws and the Reservation of Conservation Area Easement Agreement regarding the above-referenced project. I previously commented to you about this matter in a July 23, 2014 opinion letter.

I have determined the language in the Master Deed, referencing the condominium association, is adequate and no further changes are required in that document.

All other issues have been addressed and the documents are now in acceptable form for consideration by the Township Board. If you have any further questions or concerns, please do not hesitate to contact me.

Very truly yours,


Ronald E. Witthoff

REW/cs



CHARTER TOWNSHIP OF PLYMOUTH

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

September 5, 2014

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

RE: P.C. No.: 2138-0414
Address/Location: North of Ann Arbor Road, West of Ridge Road
Project Name: Andover Forest
Applicant/Developer: Ojibway Development LLC
Type of Review: Cluster Housing Site Plan Review
Review Number: Written Review #3

Dear Commission Members,

The applicant is proposing to construct 15 detached single-family condominium units, to be known as Andover Forest. This project was approved for a Single Family Cluster Housing Option on June 25, 2013, and the Planning Commission granted Tentative Site Plan Approval on April 16, 2014. This application was then tabled by the Planning Commission on July 23, 2014. Our comments are as follows:

1. The size and shape of the detention basin appears to have been modified since the previous submittal and, therefore, the area of some of the condominium units has been reduced. However, the general layout of the Andover Forest development remains consistent with the previously approved Cluster Housing Option Concept Plan and the Tentative Site Plan.
2. The summary table on Sheet 1 has been revised to reflect "units" 1 through 15.
3. It is our understanding from the July Planning Commission meeting that the internal roads were to be private roads. However, the internal roads are labeled as public roads on the Site Plan. The labeling of the internal roads must be revised.
4. The Andover Forest site currently consists of 2 separate parcels. A parcel combination must be approved by the Township prior to the issuance of building permits.

SUPERVISOR
Richard M. Reaume
(734) 354-3201

CLERK
Nancy Conzelman
(734) 354-3224

TREASURER
Ron Edwards
(734) 354-3214

TRUSTEES
Kay Arnold, Robert Doroshewitz
Michael Kelly, Charles Curmi

5. The proposed curb cut on Ann Arbor Road is subject to the approval of MDOT. A letter from MDOT indicating their approval of the location and geometrics of the proposed curb cut must be provided.
6. No major changes to the Landscape Plan have been proposed. Because the size and shape of the detention basin has been modified, minor modifications have been made to the layout of the landscape plantings along the detention basin. However, the quantity of plantings appears to be consistent with the previous submittal. The boundaries of the "Proposed Park" areas along the perimeter of the Andover Forest development, and the landscape being proposed within the required 20-foot landscape buffer along Ann Arbor Road have remained unchanged.
7. Additional information regarding the sign entry feature has been provided. Our comments are as follows:
 - a) Sheet 13 contains a photograph example of the sign entry feature, which would consist of a large boulder with etched letters and ground lighting. Based upon the photograph example, the sign copy would appear to be located at least 30 inches above the ground.
 - b) The sign entry feature would be setback at least 5 feet from the sidewalk along Ann Arbor Road, and a corner clear vision zone has been maintained at the intersection of Andover Forest Lane and Ann Arbor Road.
 - c) The proposed sign entry feature is subject to the approval of the Planning Commission.
8. The Site Plan indicates that one decorative street light is being proposed on each side of the entrance to Andover Forest. A photograph example of the light fixture has been provided on Sheet 13. The proposed height of the decorative street lights must be indicated on the Site Plan.
9. A note has been included on the Site Plan indicating that curbside trash pickup and removal is being proposed.
10. The location of mailbox facilities has been shown on the Site Plan and details regarding the appearance of the mailboxes have been provided on Sheet 13.
11. The proposed Cluster Housing Agreement, the Condominium Master Deed and Bylaws, and Conservation Easement have been revised since the previous submittal. Our comments are as follows:

- a) All references to Village Manor have been removed, and the written architectural standards have been included in the condominium documents.
 - b) A copy of Exhibit B to the Master Deed must be provided.
12. The proposed Cluster Housing Agreement, the Condominium Master Deed and Bylaws, and Conservation Easement are subject to the approval of the Township Attorney.

RECOMMENDATION

Our recommendation would be for the Planning Commission to **recommend approval of the Final Site Plan and Cluster Housing Agreement to the Board of Trustees**, subject to the following:

1. The internal roads must be labeled as private roads on the Site Plan.
2. A parcel combination must be approved by the Township prior to the issuance of building permits.
3. A letter from MDOT indicating their approval of the location and geometrics of the proposed curb cut must be provided.
4. The sign entry feature is subject to the approval of the Planning Commission.
5. The proposed height of the decorative street lights being proposed at the entrance to Andover Forest must be indicated on the Site Plan.
6. A copy of Exhibit B to the Master Deed must be provided.
7. The Township Attorney's approval of the proposed Cluster Housing Agreement, Condominium Master Deed and Bylaws, and the Conservation Easement.
8. Approval of the Township Engineer.
9. Approval of the Township Fire Department.

Respectfully Submitted,



Jana Radtke
Community Development Director/Planner
Charter Township of Plymouth



SPALDING DEDECKER ASSOCIATES, INC.

905 South Boulevard East • Rochester Hills • Michigan 48307 • Tel 248 844 5400 • Fax 248 844 5404
www.sda-eng.com

September 10, 2014

The Planning Commission
Plymouth Charter Township
9955 North Haggerty Road
Plymouth, Michigan 48170

Re: Andover Forest – Final Site Plan Review
North of Ann Arbor Road and West of Ridge Road
SDA Review No. PL13-103

Dear Commission Members:

We have reviewed the above-referenced plan set dated August 22, 2014 and received by SDA on September 3, 2014. The following are our comments regarding the engineering plans:

Site Location

The site is located on the north side of Ann Arbor Road and west of Ridge Road. Ann Arbor Road is under the jurisdiction of the Michigan Department of Transportation (MDOT), and Ridge Road is under the jurisdiction of Wayne County. The project area currently contains a residential structure, which is to remain.

Final Site Plan Review

For Final Site Plan approval, the engineering plans must be complete, in conformance with Township requirements, approved by SDA, all permits secured and provided.

Our Final Site Plan review comments are as follows:

A. GENERAL

1. All on-site and off-site easements must be submitted prior to final engineering approval. Easements must be on the Plymouth Township Standard Easement document and include a sketch. A current title policy for ownership verification shall be provided with all executed easement submittals to this office.
2. Any off-site easements must be secured from property owners prior to commencing construction.
3. A Storm Water Agreement will need to be submitted for approval.

Engineering Consultants

Infrastructure • Land Development • Surveying

B. PERMITS REQUIRED

The following permits are required and need to be provided to the Township:

1. Soil Erosion and Sedimentation permit from Wayne County Department of Public Services, Land Resource Management Division.
2. MDEQ N.P.D.E.S. Notice of Coverage Documentation.
3. Wayne County Department of Public Services Approval and/or Permit.
4. Michigan Department of Transportation Approval and/or Permit.
5. Right-of-Way Dedication received and recorded with MDOT.
6. State (MDEQ) Construction Permit where public water main construction is proposed. The completed MDEQ permit application should be submitted to SDA for review. Complete all sections of the water main basis of design in the application.
7. State (MDEQ) Construction Permit where public sanitary sewer construction is proposed. The completed MDEQ permit application should be submitted to SDA for review.

RECOMMENDATION

The submitted plan set contains enough information to demonstrate that there does not appear to be any major engineering problems or conflicts that would cause significant issues with the construction of the project.

Final engineering approval is a condition of final site plan and due to the outstanding easements and permits, we do not recommend final engineering approval at this time. We would, however, not have any objections to the planning commission granting final site plan approval with the conditions of receiving engineering approval, securing all necessary permits and easements.

If you have any questions regarding this matter, please contact our office at your convenience.

Sincerely,

SPALDING DEDECKER ASSOCIATES, INC.



David E. Richmond, PE
Project Manager

BA

cc: Mr. Patrick J. Fellrath, PE, Public Works Manager, Charter Township of Plymouth (via Email)
Ms. Jana Radtke, Community Development Director, Charter Township of Plymouth (via Email)
Ms. Kelly Latawiec, Department of Public Works, Charter Township of Plymouth (via Email)



PLYMOUTH COMMUNITY 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 COMMUNITY FIRE DEPARTMENT

DATE 09/03/2014

RE: APPLICATION 2138-0414
Project Andover Forest
Address North of Ann Arbor Road, West of Ridge Road.
Property ID R-78-048-99-0013-000; R-78-048-99-0006-000

DEAR COMMUNITY DEVELOPMENT:

The Plymouth Community Fire Department has completed the review of the **Site Plan Review** of above referenced project in accordance with the fire protection requirements of the International Building Code 2009, the International Fire Code 2009, N.F.P.A. Standards, and good fire protection engineering.

The Office of Fire Prevention has no objection to this Site Plan.

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


Fire Inspector/ Paramedic
734-354-3219



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: September 13, 2016

ITEM: Approve Local Governing Body Resolution for Charitable Gaming License for PBJ OUTREACH, INC.

PRESENTER: Nancy Conzelman, Clerk

OTHER INDIVIDUALS IN ATTENDANCE: Colleen Kelley

BACKGROUND: PBJ Outreach has applied for a Charitable Gaming License for the purpose of holding a raffle.

ACTION REQUESTED: Approve

BUDGET/ACCOUNT NUMBER: n/a

RECOMMENDATION: Approve

MODEL RESOLUTION: I move to approve Resolution Number 2016-09-13-21 approving the Local Governing Body Resolution for Charitable Gaming Licenses for PBJ OUTREACH, INC.

ATTACHMENTS:

- Local Governing Body Resolution For Charitable Gaming License
- Qualification Information
- IRS Letter
- By-laws
- Articles of Incorporation



State of Michigan
Michigan Gaming Control Board
Office of the Executive Director
P.O. Box 30786
Lansing, MI 48909
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
RESOLUTION 2016-09-13-21

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(k)(ii))

At a REGULAR meeting of the CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by SHANNON PRICE on SEPTEMBER 13, 2016
DATE

at 7:00PM a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from PBJ OUTREACH, INC. of PLYMOUTH, MI,
NAME OF ORGANIZATION CITY

county of WAYNE, asking that they be recognized as a nonprofit
COUNTY

organization operating in the community, for the purpose of obtaining charitable gaming licenses, be

considered for APPROVAL.
APPROVAL/DISAPPROVAL

<u>APPROVAL:</u>	Yeas: _____	<u>DISAPPROVAL:</u>	Yeas: _____
	Nays: _____		Nays: _____
	Absent: _____		Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted

by the CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES at a REGULAR
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on SEPTEMBER 13, 2016
DATE

SIGNED:

TOWNSHIP, CITY, OR VILLAGE CLERK
Nancy C. Conzelman, Clerk, Charter Township of Plymouth

PRINTED NAME AND TITLE
9955 N. Haggerty Rd., Plymouth, MI 48170

ADDRESS

Organization Information: PBJ OUTREACH, INC., PO BOX 702458

ORGANIZATION'S MAILING ADDRESS, STREET, CITY, ZIP

COLLEEN KELLEY, BOARD MEMBER/RAFFLE ORGANIZER
ORGANIZATION'S PRINCIPAL OFFICER NAME AND TITLE

(734) 812-3887
PHONE NUMBER



QUALIFICATION INFORMATION

The organization must complete this form and submit with the qualification documents. If this form does not accompany the qualification documents, documents will be returned to contact person. This will delay processing. Any misrepresentation is grounds for denial.

Please check the appropriate box(es) for the license you wish to obtain. <input type="checkbox"/> Millionaire Party <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Charity Game Ticket		Application(s) and fee(s) enclosed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
1. Name of Organization P.B.S. Outreach, Inc			
2. Doing Business As (DBA) (if applicable)		3. US Federal Employer Identification Number 86-1096943	
4. Organization Physical Address NA			
City	State	Zip	County
5. Organization Mailing Address <input type="checkbox"/> Same as Physical Address P.O. Box 702458			
City	State	Zip	County
Ayrmouth	Mi	48170	Wayne
6. Telephone Number NA	7. Fax Number NA		8. Date Organization Established 10/5/2002
9. Briefly describe the purpose of the organization non profit focused on feeding, clothing the poor; marginalized living in the Detroit metro area.			
10. Name of Authorized Contact Person Colleen Kelley		11. Authorized contact person's position or role with organization Board Member / Raffle Organizer	
12. Mailing Address 8924 Northampton			
City	State	Zip	County
Ayrmouth	Mi	48170	Wayne
13. Email Address CMKELLY42@HOTMAIL.COM	14. Telephone Number 734 812 3887		15. Fax Number NA
The undersigned hereby certifies that the representations, information and data, presented are true, accurate and complete to the best of the undersigned's knowledge. The undersigned understands that failure to answer truthfully, completely and accurately could preclude the organization from receiving an approval to obtain a gaming license.			
Authorized Contact Signature 			Date 9-2-16
Print Name and Title Colleen Kelley, Board Member			

PLEASE READ CAREFULLY

If you are qualifying for a millionaire party license, mail this completed form and the required qualification documentation to Michigan Gaming Control Board, PO Box 30786, Lansing, MI 48909.

If you are qualifying for a raffle, bingo, or charity game ticket license, mail this completed form and the required qualification documentation to Charitable Gaming Division, PO Box 30023, Lansing, MI 48909.

If you are qualifying for a millionaire party **AND** raffle, bingo, or charity game license, you must submit copies of this form and all qualification documents to **BOTH** agencies.



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 01 2005

PBJ OUTREACH INC
C/O TIMOTHY P SULLIVAN
17346 FAIRWAY
LIVONIA, MI 48152

Employer Identification Number:
86-1096943
DLN:
17053102054005
Contact Person:
ELIZABETH L HOFACRE ID# 31387
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
DECEMBER 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
YES
Effective Date of Exemption:
FEBRUARY 15, 2005
Contribution Deductibility:
YES
Advance Ruling Ending Date:
DECEMBER 31, 2009

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106, or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

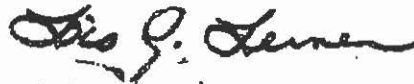
Please see enclosed information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

PBJ OUTREACH INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

Letter 1045 (DO/CG)

Michigan Department of Consumer and Industry Services

Filing Endorsement

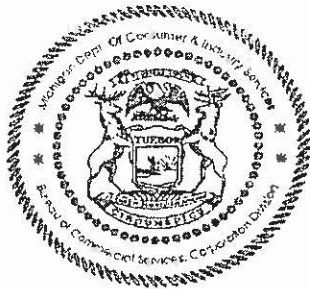
This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

P.B.J. OUTREACH, INC.

ID NUMBER: 790945

received by facsimile transmission on February 15, 2005 is hereby endorsed filed on February 16, 2005 by the Administrator. The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



Sent by Facsimile Transmission 05047

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 16th day of February, 2005.

, Director

Bureau of Commercial Services

Received Time Feb.16. 3:59PM

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES										
Date Received	(FOR BUREAU USE ONLY)									
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.										
<table border="1"> <tr> <td colspan="3">Name John M. Allen</td> </tr> <tr> <td colspan="3">Address 400 Monroe, Suite 220</td> </tr> <tr> <td>City Detroit, Michigan 48226</td> <td>State</td> <td>Zip Code</td> </tr> </table>		Name John M. Allen			Address 400 Monroe, Suite 220			City Detroit, Michigan 48226	State	Zip Code
Name John M. Allen										
Address 400 Monroe, Suite 220										
City Detroit, Michigan 48226	State	Zip Code								
EFFECTIVE DATE:										

☒ Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:	P.B.J. Outreach, Inc.
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ARTICLE II

<p>The purpose or purposes for which the corporation is organized are:</p> <p>To provide food, clothing and counseling to those who are homeless or in extreme poverty. (See Attached)</p>
--

ARTICLE III

<p>1. The corporation is organized upon a <u>non-stock</u> basis. (Stock or Nonstock)</p> <p>2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is <u>not applicable</u>. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:</p>

02/15/2005 01:27PM

Received Time Feb.16. 3:53PM

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

ARTICLE II - Attachment:

PURPOSE: The corporation is organized exclusively for charitable, educational, religious, or scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

DISSOLUTION CLAUSE: Upon dissolution of the corporation, the Board of Trustees shall, after paying or making provisions for the payment of all the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1936 (or corresponding provision of any future United States Internal Revenue Law), as the Board of Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

I, (We), the incorporator(s) sign my (our) name(s) this

8th

day of

February

2004

Timothy R. Sullivan

02/15/2005 01:27PM

Received Time Feb. 16 3:16PM

BYLAWS OF
P.B.J. OUTREACH, INC.

ARTICLE I

- 1.01 *Corporate Name.* The name of this Michigan non-profit corporation is P.B.J. Outreach, Inc. ("PBJ").
- 1.02 *Corporate Purpose.* The corporation is organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, including for such purposes the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986.
- 1.03 *Mission.* Among its members, PBJ works to provide food, clothing and counseling to those who are marginalized, i.e., those who are homeless or in extreme poverty. All people are served regardless of age, gender, race, religion (or lack of), ethnic background or socio-economic status.
- 1.04 *Non-Discrimination Policy.* PBJ is an equal opportunity agency and does not discriminate against clients, employees or job applicants on the basis of age, race, religion, color, sex, sexual orientation, national origin, handicap, veteran or family status, or any other status or condition protected by applicable state or federal laws.

ARTICLE II
OFFICES

- 2.01 *Principal Office.* The principal office of the corporation shall be at such place within the state of Michigan as the board of directors may determine from time to time.
- 2.02 *Other Offices.* The board of directors may establish other offices in or outside the state of Michigan.

ARTICLE III
BOARD

- 3.01 *General Powers.* The business, property, and affairs of the corporation shall be managed by the board of directors.
- 3.02 *Number and Qualifications.* There shall be not less than 9 nor more than 15 directors on the board as shall be fixed from time to time by the board of directors. Each director shall be a member of PBJ in good standing.

- 3.03 *Tenure.* Each director of the Corporation shall hold office for three years or until the director's death, resignation, or removal, whichever shall first occur. The members of this Board shall, by appropriate resolution and appointment, provide that the terms of office of members of this Board shall be staggered to assure that at least one-third (1/3) of the members of this Board shall be appointed or reappointed each year. All appointments shall require approval of the Board of Directors.
- 3.04 *Resignation.* Any director may resign at any time by providing written notice to the Corporation. The resignation will be effective on receipt of the notice or at a later time designated in the notice. A successor shall be appointed as provided in section 3.06 of the bylaws.
- 3.05 *Removal.* Any director may be removed with cause by a two-thirds (2/3) majority of the remaining directors on the board. A successor shall be appointed as provided in 3.06 of the bylaws.
- 3.06 *Board Vacancies.* A vacancy on the board may be filled with a person selected by a majority of the remaining directors of the board. The Board Development Committee shall submit to the Board of Directors nominations of persons who are willing to serve as Directors. The Board of Directors shall receive nominations from the Board Development Committee of such number(s) as may be deemed advisable to consider and make additional nominations of persons to fill vacancies on the Board up to its authorized capacity. The Board may also consider nominations made and supported by 2/3 of the organization's members in good standing from the floor at any meeting where Directors are elected. The addition of members to the Board up to its authorized capacity may take place at any meeting of the Board.
- 3.07 *Annual Meeting.* An annual meeting shall be held each year during the month of April. If the annual meeting is not held at that time, the board shall cause the meeting to be held as soon thereafter as is convenient. In addition to other reports of the Officers and committees, the following written reports shall be delivered to the Board members at least five (5) days before the Annual Meetings:
- a. A summary statement of receipts and expenditures and a balance sheet prepared by the Treasurer for the prior fiscal year;
 - b. A report of the program activities of the prior fiscal year prepared by the Executive Director; and
 - c. A budget for the next fiscal year shall be prepared by the Executive Director.
- 3.08 *Regular Meetings.* Regular meetings of the board shall occur at least 6 times per year and may be held at the time and place as determined by resolution of the board without notice other than the resolution.
- 3.09 *Special Meetings.* Special meetings of the board may be called by the president or any one director at a time and place as determined by those persons authorized to call special meetings. Notice of the time and place of special meetings shall be given to each director in any manner at least five days before the meeting.

- 3.10 *Statement of Purpose.* Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice for that meeting.
- 3.11 *Waiver of Notice.* The attendance of a director at a board meeting shall constitute a waiver of notice of the meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. In addition, the director may submit a signed waiver of notice that shall constitute a waiver of notice of the meeting.
- 3.12 *Meeting by Telephone or Similar Equipment.* A director may participate in a meeting by conference telephone or any similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.
- 3.13 *Quorum.* One-third of the directors then in office constitutes a quorum for the transaction of any business at any meeting of the board. Actions voted on by a majority of directors present at a meeting where a quorum is present shall constitute authorized actions of the board, unless a greater majority is required by these bylaws.
- 3.14 *Consent to Corporate Actions.* Any action required or permitted to be taken pursuant to authorization of the board may be taken without a meeting if, before or after the action, all directors consent to the action in writing. Written consents shall be filed with the minutes of the Board's proceeding.
- 3.15 *Responsibilities of the Board of Directors.* The Board of Directors shall have the following responsibilities:
- (a) To keep a complete record of all of their minutes and acts and present a full statement at the Annual Meeting, showing in detail the assets and liabilities of PBJ and, generally, the condition of its affairs.
 - (b) To supervise committees to carry on business of PBJ and to delegate to such committees any of the powers and authority of the Board of Directors in the management of the business and affairs of PBJ, except the power to amend or repeal the By-Laws.
 - (c) To discharge the duties of their positions in good faith and with a degree of diligence, care, and skill which an ordinary, prudent person would exercise under similar circumstances.
 - (d) To approve an annual budget for the up-coming year by September 30 each year.
 - (e) To conduct an annual audit of organization's insurance coverages by September 30 each year.

- 3.16 *Powers of the Board of Directors.* The Board of Directors shall have the following powers:
- (a) To appoint and remove Officers as prescribed in these bylaws.
 - (b) To appoint and remove the Executive Director, prescribe responsibilities and fix the level of compensation.
 - (c) To borrow money, to make rules and regulations consistent with the laws of the United States and the State of Michigan, Articles of Incorporation and the By-Laws for the guidance of the Officers and management of the affairs of PBJ.
 - (d) To exercise for PBJ all powers, duties and authorities vested in or delegated to PBJ as outlined in these bylaws.
- 3.17 Parliamentary procedure or the method of conducting the business of the Board shall be determined by the Board of Directors.
- 3.18 No member of the Board of Directors shall receive from any of the funds of PBJ any remuneration, compensation, reimbursement of gratuity for her/his services on said Board. No Board members shall receive reimbursement for any acts, participation, representations or involvements incurred as a delegate of PBJ except as specifically approved by the Board of Directors.

ARTICLE IV **COMMITTEES**

- 4.01 *General Powers.* The board, by resolution adopted by a vote of a majority of its directors, may designate one or more committees, each committee consisting of one or more directors. The board may also designate one or more directors as alternate committee members who may replace an absent or disqualified member at a committee meeting. If a committee member is absent or disqualified from voting, then members present at a meeting who are not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint an alternate committee member to act at the committee meeting in place of the absent or disqualified member. All committees designated by the board shall serve at the pleasure of the board.

A committee designated by the board may exercise any powers of the board in managing the corporation's business and affairs, to the extent provided by resolution of the board. However, no committee shall have the power to:

- (a) amend the articles of incorporation;
- (b) adopt an agreement of merger or consolidation;
- (c) amend the bylaws of the corporation;

- (d) fill vacancies on the board; or
 - (e) fix compensation of the directors for serving on the board or on a committee.
- 4.02 *Meetings.* Committees shall meet as directed by the board, and their meetings shall be governed by the rules provided in Article III for meetings of the board. Minutes shall be recorded at each committee meeting and shall be presented to the board.
- 4.03 *Consent to Committee Actions.* Any action required or permitted to be taken pursuant to authorization of a committee may be taken without a meeting if, before or after the action, all members of the committee consent to the action in writing. Written consents shall be filed with the minutes of the committee's proceedings.

ARTICLE V

OFFICERS

- 5.01 *Number.* The officers of the corporation shall be appointed by the board. The officers shall be a president, a vice-president, a secretary, and a treasurer. There may also be such other officers as the board deems appropriate. The president shall be a voting member of the board. Two or more offices may be held by the same person, but such person shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law or by the president or by the board to be executed, acknowledged, or verified by two or more officers.
- 5.02 *Term of Office.* The Board shall elect officers annually at its November meeting. Those elected shall assume office on the following January first. Each officer shall hold office for one year or until a successor is appointed and qualified. An officer may resign at any time by providing written notice to the corporation. Notice of resignation is effective on receipt or at a later time designated in the notice.
- 5.03 *Removal.* An officer appointed by the board may be removed with or without cause by vote of a two-thirds (2/3) majority of the board.
- 5.04 *Vacancies.* A vacancy in any office for any reason may be filled by the board.
- 5.05 *President.* The president shall be the chief executive officer of the corporation and shall have authority over the general control and management of the business and affairs of the corporation. The president with approval from a majority of the quorum present for any meeting of the Board, shall have power to appoint or discharge employees, agents, or independent contractors, to determine their duties, and to fix their compensation. The president shall sign all corporate documents and agreements on behalf of the corporation, unless the president or the board instructs that the signing be done with or by some other officer, agent, or employee. The president shall see that all actions taken by the board are executed and shall perform all other duties incident to the office. This is subject, however, to the president's right and the right of the board to delegate any specific power to any other officer of the corporation. The president shall preside at all board meetings. The president shall

have the power to perform duties as may be assigned by the board. If the president is absent or unable to perform his or her duties, the vice-president shall perform the president's duties until the board directs otherwise.

5.06 *Vice President.* The vice president, if any, shall have the power to perform duties that may be assigned by the president or the board. If the president is absent or unable to perform his or her duties, the vice president shall perform the president's duties until the board directs otherwise. The vice president shall perform all duties incident to the office.

5.07 *Secretary.* The secretary shall (a) keep minutes of board meetings; (b) be responsible for providing notice to each director as required by law, the articles of incorporation, or these bylaws; (c) be the custodian of corporate records; (d) keep a register of the names and addresses of each officer and director; and (e) perform all duties incident to the office and other duties assigned by the president or the board.

5.08 *Treasurer.* The treasurer shall (a) have charge and custody over corporate funds and securities; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation at such depositories in the corporation's name that may be designated by the board; (d) complete all required corporate filings; and (e) perform all duties incident to the office and other duties assigned by the president or the board.

5.09 *Executive Director.* Upon securing funds to do so, the Board shall employ an Executive Director. The Executive Director, selected and employed by the Board of Directors, shall direct and control the business affairs of PBJ under the direction and control of the Board of Directors. As such, the Executive Director shall have authority to receive and disburse funds (with the required counter-signatures), to employ members of the staff, and to promote, demote, transfer, supervise and discharge such members, all in conformity with regulations and procedures authorized by the Board of Directors. The Executive Director shall keep the Directors informed concerning the affairs and activities of the agency and shall make such recommendations to the Directors that will be helpful to them in determining the policies of PBJ. The Executive Director shall attend all meetings of the Board of Directors and committees as an ex-officio member without vote. The Executive Director shall not be removed except upon a two-thirds (2/3) vote of the Board of Directors. The Executive Director shall submit a proposed budget for the organization's upcoming year to the Board by September 1 each year.

During such times as PBJ operates without an Executive Director, the duties of the Executive Director shall be carried out by the Board officers or such other individual(s) selected by the Board.

ARTICLE VI
CORPORATE DOCUMENT PROCEDURE

- 6.01 All corporate documents (including stocks, bonds, agreements, insurance and annuity contracts, qualified and non-qualified deferred compensation plans, checks, notes, disbursements, loans, and other debt obligations) shall not be signed by any officer, designated agent, or attorney-in-fact unless authorized by the board or by these bylaws.
- 6.02 All checks or demands of money for PBJ up to the amount of \$1500.00 may be signed solely by the Executive Director or an officer of the Board. Amounts over \$1500.00 requires two signatures, one of those to be the Chair or Treasurer or such other officer or agent as the Board of Directors may dictate.

ARTICLE VII
INDEMNIFICATION

- 7.01 *Nonderivative Actions.* Subject to all of the other provisions of this article, the corporation shall indemnify any person who was or is a party, or is threatened to be made a party to, any threatened, pending, or completed action, suit, or proceeding. This includes any civil, criminal, administrative, or investigative proceeding, whether formal or informal (other than an action by or in the right of the corporation). Such indemnification shall apply only to a person who was or is a director or officer of the corporation or who was or is serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not for profit. The person shall be indemnified and held harmless against expenses (including attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit, or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation. With respect to any criminal action or proceeding, the person must have had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or on a plea of nolo contendere or its equivalent, shall not by itself create a presumption that (a) the person did not act in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, or (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful.
- 7.02 *Derivative Actions.* Subject to all of the provisions of this article, the corporation shall indemnify any person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor because (a) the person was or is a director or officer of the corporation, or (b) the person was or is serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent

of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether or not for profit. The person shall be indemnified and held harmless against expenses (including actual and reasonable attorney fees) and amounts paid in settlement incurred by the person in connection with such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation. However, indemnification shall not be made for any claim, issue, or matter in which the person has been found liable to the corporation unless and only to the extent that the court in which such action or suit was brought has determined on application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for the expenses that the court considers proper.

- 7.03 *Expenses of Successful Defense.* To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in sections 7.01 or 7.02 of this article, or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against expenses (including actual and reasonable attorney fees) incurred in connection with the action and in any proceeding brought to enforce the mandatory indemnification provided by this article.
- 7.04 *Contract Right; Limitation on Indemnity.* The right to indemnification conferred in this article shall be a contract right and shall apply to services of a director or officer as an employee or agent of the corporation as well as in such person's capacity as a director or officer. Except as provided in section 7.03 of this article, the corporation shall have no obligations under this article to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the board.
- 7.05 *Determination That Indemnification Is Proper.* Any indemnification under sections 7.01 or 7.02 of this article (unless ordered by a court) shall be made by the corporation only as authorized in the specific case. The corporation must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in sections 7.01 or 7.02, whichever is applicable. Such determination shall be made in any of the following ways:
- (a) By a majority vote of a quorum of the board consisting of directors who were not parties to such action, suit, or proceeding.
 - (b) If the quorum described in clause (a) above is not obtainable, then by a committee of directors who are not parties to the action. The committee shall consist of not less than two disinterested directors.
 - (c) By independent legal counsel in a written opinion.

- 7.06 *Proportionate Indemnity.* If a person is entitled to indemnification under sections 7.01 or 7.02 of this article for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.
- 7.07 *Expense Advance.* Expenses incurred in defending a civil or criminal action, suit, or proceeding described in sections 7.01 or 7.02 of this article may be paid by the corporation in advance of the final disposition of the action, suit, or proceeding, on receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by the corporation. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but need not be secured.
- 7.08 *Nonexclusivity of Rights.* The indemnification or advancement of expenses provided under this article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the corporation. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.
- 7.09 *Indemnification of Employees and Agents of the Corporation.* The corporation may, to the extent authorized from time to time by the board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the corporation to the fullest extent of the provisions of this article with respect to the indemnification and advancement of expenses of directors and officers of the corporation.
- 7.10 *Former Directors and Officers.* The indemnification provided in this article continues for a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of that person.
- 7.11 *Insurance.* The corporation may purchase and maintain insurance on behalf of any person who (a) was or is a director, officer, employee, or agent of the corporation, or (b) was or is serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise. Such insurance may protect against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have power to indemnify against such liability under this article or the laws of the state of Michigan.

- 7.12 *Changes in Michigan Law.* If there are any changes in the Michigan statutory provisions applicable to the corporation and relating to the subject matter of this article, then the indemnification to which any person shall be entitled shall be determined by such changed provisions, but only to the extent that any such change permits the corporation to provide broader indemnification rights than such provisions permitted the corporation to provide before any such change.

ARTICLE VIII **COMPENSATION**

- 8.01 When authorized by the board, a person shall be reasonably compensated for services rendered to the corporation as an officer, director, employee, agent, or independent contractor, except as prohibited by these bylaws.

ARTICLE IX **FISCAL YEAR**

- 9.01 The fiscal year of the corporation shall end on December 31.

ARTICLE X **AMENDMENTS**

The board of directors at any regular or special meeting may amend or repeal these bylaws, or adopt new bylaws by vote of a majority of the directors, if notice setting forth the terms of the proposal has been given in accordance with any notice requirement for such meeting of the board.

ARTICLE XI **DISSOLUTION AND DISPOSITION OF CORPORATE ASSETS**

Upon the dissolution of PBJ and after the provision for payment of all liabilities of PBJ, the Board shall dispose of all the assets of PBJ exclusively for the purpose of PBJ, or to organizations that are then qualified as tax exempt under Section 501(c)(3) of the Internal Revenue Code of 1954 (as it may be amended). Any assets not so disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of PBJ is then located.

PRESENTED TO THE BOARD: 2-7-04

RATIFIED AND ADOPTED: 2-7-04

BYLAWS OF
P.B.J. OUTREACH, INC.

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**BYLAWS OF
P.B.J. OUTREACH, INC.**

**ARTICLE I
CORPORATE NAME AND PURPOSE**

- 1.1 *Corporate Name.* The name of this Michigan non-profit corporation is P.B.J. Outreach, Inc. ("PBJ").
- 1.2 *Corporate Purpose.* The corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, including for such purposes the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986.
- 1.3 *Non-Discrimination Policy.* PBJ is an equal opportunity agency and does not discriminate against clients, employees or job applicants on the basis of age, religion, color, gender, sexual orientation, race including national origin or ethnic background, handicap, veteran, family or socio-economic status, or any other status or condition protected by applicable state or federal laws.

**ARTICLE II
MISSION**

- 2.1 *Mission.* It is our mission to feed and clothe the poor and marginalized living in the Detroit metropolitan area, uniting volunteers and equipping them to obtain, prepare, and distribute food and clothing and to gain awareness of our obligation to encourage and lead others, individual or group, to the service of others, whether on the front lines of distribution or acting behind the scenes donating, collecting, and preparing, for the work we lovingly undertake in the name of Jesus.

**ARTICLE III
OFFICES**

- 3.01 *Principal Office.* The principal office of PBJ shall be at such place within the state of Michigan as the Members of the Board ("Board") may determine from time to time.
- 3.02 *Other Offices.* The Board may establish other offices in or outside the state of Michigan.

**ARTICLE IV
BOARD**

- 4.01 *General Powers.* The business, property, and affairs of PBJ shall be managed by the Board.
- 4.02 *Number of Members.* There shall be not less than 7 or more than 15 Members on the Board.

- 4.03 *Tenure.* Each Member of PBJ shall hold office for three years or until the Member's death, resignation, or removal, whichever shall first occur. The Board shall, by nomination and approval, provide that the terms of office of Members shall be staggered to assure that at least one-third (1/3) of the Members shall be elected or re-elected each year at the annual meeting. The Founder of PBJ, Timothy P. Sullivan, shall be considered a Board Member for life.
- 4.04 *Resignation.* Any Member may resign at any time by providing written notice to the Secretary. The resignation will be effective on receipt of the notice or at a later time designated in the notice. A successor shall be elected as provided in section 4.06 of the bylaws.
- 4.05 *Removal.* Any Member with or without cause may be relieved of their duties and/or be removed from the Board by a two-thirds (2/3) majority vote of the remaining Members on the Board. In the case of a removal of a Member, a successor shall be elected as provided in 4.06 of the bylaws.
- 4.06 *Board Vacancies.* A vacancy on the Board may be filled with a person selected by a two-thirds (2/3) majority vote of the remaining Members of the Board. The Board Development Committee shall submit to the Board nominations of persons who are willing to serve as Members. The Board shall receive nominations from the Board Development Committee of such number(s) as may be deemed advisable to consider and make additional nominations of persons to fill vacancies on the Board up to its authorized capacity. The Board may also consider nominations made and supported by two-thirds (2/3) of PBJ's Members in good standing from the floor at any meeting where Members are elected. A Member shall be considered in good standing if they participate in the events undertaken by PBJ, regularly attend Board meetings (in accordance with ARTICLE VI), and if they undertake in the responsibilities of the Board of Members (as prescribed in Section 4.10). The addition of Members to the Board up to its authorized capacity may take place at any meeting of the Board.
- 4.07 *Absenteeism.* When any Member of the Board has been absent from three consecutive meetings of the Board, the following shall take place:
- a) The Chair shall contact that Member and remind them of their prolonged absence and the Board's policy, and request an explanation.
 - b) At the following Regular Meeting, review the circumstances with the Board, including any explanation, and that Member's attendance record.
 - c) Unless the Board finds that there are extenuating circumstances, it shall declare that Member not in good standing by two-thirds (2/3) majority vote of the Board and remove that Member from the Board.
- 4.08 *Consent to Corporate Actions.* Any action to be permitted to be taken pursuant to authorization of the Board may be taken without a meeting if, before the action, two-thirds (2/3) majority of Members consent to the action in writing or by e-mail. Consents shall be filed with the minutes of the Board's proceeding.

4.09 *Roles, Duties, and Powers of Chairperson of the Board.*

- a) The Chairperson of the Board ("Chair") is responsible for the management, the development, and the effective performance of the Board, and provides leadership to the Board for all aspects of the Board's work.
- b) The Chair acts in an advisory capacity to the President and to other Officers in all matters concerning the interests and management of PBJ and together with the President plays a role in PBJ's external relationships.
- c) The Chair acts as a liaison between the President, Officers, and volunteers (who see to the execution of daily operations and approved activities of PBJ) and the Board of Directors (who see to establishing policy and direction of PBJ).
- d) The Chair assists the President in the preparation of meeting agendas and presides over meetings when the President is not in attendance.
- e) The Chair plans and organizes all of the activities of the Board including:
 - 1) Establishment of PBJ Policy
 - 2) Establishment of PBJ Direction
 - a. Location and quantity of food and clothing collection site(s)
 - b. Location and quantity of money collection site(s)
 - c. Involvement with other organizations / businesses
 - d. Location and quantity of volunteer meeting sites(s)
 - e. Location and quantity of distribution sites(s)
 - f. Growth or downsizing of PBJ efforts
 - 3) The quality, quantity, and timeliness of the information that goes to Board Members
 - 4) The formation of the Board Committees and the integration of their activity with work of the Board
 - 5) The evaluation of the Board's effectiveness and implementation of improvements
 - 6) The development of the Board, including member recruitment, and evaluation
 - 7) The development of Officers, including officer recruitment, and evaluation
 - 8) The ongoing formal and informal communication with and among Board Members

4.10 *Responsibilities of the Board.* The Board shall have the following responsibilities:

- a) To establish policy for the overall direction of PBJ.

- b) To keep a complete record of all of their minutes and acts and present a full statement at the Annual Meeting, showing in detail the assets and liabilities of PBJ and, generally, the condition of the Board's affairs such as status of membership, operations, committees, finance, etc.
- c) To oversee committees to carry on business of PBJ and to authorize such committees certain powers and authority in the management of the business of their specific committee.
- d) To execute the duties of their positions in good faith and with a degree of diligence, care, and skill which an ordinary, prudent person would exercise under similar circumstances.
- e) To approve the annual budget for the up-coming year at the annual Board meeting.
- f) To approve non-operational expenditures provided for in the budget in excess of \$500.
- g) To conduct an annual audit of organization's insurance coverage by June 30th each year.
- h) To endeavor to ensure that PBJ operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status.

4.11 *Powers of the Board.* The Board shall have the following powers:

- a) To elect or remove Officers as prescribed in these bylaws.
- b) To hire or dismiss the Chairman of the Board, Members of the Board, and Officers and oversee responsibilities.
- c) To borrow money, to make rules and regulations consistent with the laws of the United States and the State of Michigan, Articles of Incorporation, and the Bylaws for the guidance of the Officers and monitor the affairs of PBJ.
- d) To exercise for PBJ all powers, duties, and authorities vested in or delegated to PBJ as outlined in these bylaws.

4.12 Parliamentary procedure or the method of conducting the business of the Board shall be determined by the Board.

4.13 No Member of the Board shall receive from any of the funds of PBJ any remuneration, compensation, reimbursement of gratuity for her/his services on said Board. No Board Members shall receive reimbursement for any acts, participation, representations or involvements incurred as a delegate of PBJ except as specifically approved by the Board.

ARTICLE V
CONFLICT OF INTEREST POLICY AND PROCEDURES

- 5.01 Any Member of the Board, Officer, or member of a committee with governing Board powers, who has a direct or indirect financial interest, is an interested person.
- 5.02 A person has a financial interest, if directly or indirectly, through business, investment or family has an ownership or investment interest in an entity which PBJ has a transaction or arrangement. This includes a compensation arrangement and a potential ownership or investment interest with an entity or individual in which PBJ is negotiating or has a transaction.
- 5.03 In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given an opportunity to disclose all the facts to the Members of the Board, Officers, or members of committees with governing Board powers. After this disclosure and any discussion with the interested person, he or she shall leave the governing Board meeting while a determination of a conflict is discussed and voted upon. This vote of a simple majority will decide if a conflict exists.
- 5.04 In addressing the conflict, the chairperson of the governing Board or committee shall appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement. After exercising due diligence, the governing Board or committee shall determine whether PBJ can obtain results for a transaction or arrangement from a person or entity without giving rise to a conflict of interest. If this transaction or arrangement is not reasonably possible without producing a conflict, the governing Board or committee shall determine by majority vote of disinterested members whether this transaction or arrangement is fair and reasonable and in PBJ's best interest and make its decision as to whether to enter into the transaction or arrangement.
- 5.05 If the governing Board or committee has reasonable cause to believe a Member, Officer, or committee member has failed to disclose actual or possible conflicts of interest, it shall inform the potentially interested person to afford that person an opportunity to provide written documentation of their position. If after reviewing the documentation and after possible investigation and discussion, the governing Board or committee determines the person has failed to disclose an actual or possible conflict, it shall take appropriate disciplinary or corrective action, if necessary.
- 5.06 The minutes of these proceedings shall contain the names of the interested person who disclosed, the nature of the financial interest, the action to determine whether a conflict was present, and the governing Board or committee's decision whether a conflict in fact existed. Also the minutes shall include names of the persons present for the discussions and votes, content of the discussion including alternatives and a record of the votes.

ARTICLE VI

MEETINGS

- 6.01 *Annual Board Meeting.* An annual meeting ("Annual Meeting") shall be held the second Tuesday of February at 6:00 p.m. If the annual meeting is not held at that time, the Board shall hold the meeting as soon thereafter as is convenient. In addition to the other reports of the Officers and committees being presented at this meeting, the agenda and the following written reports shall be delivered to the Board Members at least five (5) days before the Annual Meeting:
- a) A summary statement of receipts and expenditures and a balance sheet shall be prepared and presented by the Treasurer for the prior calendar year;
 - b) A report of the program activities of the prior calendar year shall be prepared and presented by the President; and
 - c) A budget for the next calendar year shall be prepared and presented by the Treasurer.
- 6.02 *Regular Board Meetings.* Regular meetings ("Regular Meeting(s)") of the Board shall be held the second Tuesday of each month as required, at 6:00 p.m. The agenda shall be delivered via e-mail to the Board Members at least ten (10) days before the meeting. The Board shall meet a minimum of five (5) times per year, in addition to the Annual Meeting.
- 6.03 *Special Board Meetings.* Special meetings ("Special Meeting(s)") of the Board may be called by any three Members at any time and will be held at the same location as Regular Meetings at 6:00 p.m. The purpose of Special Meetings will be to review business matters that cannot wait for the regular meeting date. No other business may be considered except by unanimous consent of all Members present at the meeting. Each Board Member is to be called personally by those proposing the meeting. The agenda shall be delivered via e-mail to the Board Members at least five (5) days before the meeting. The agenda shall include a note specifying the purpose for the meeting.
- 6.04 *Committee Meetings.* Committee meetings are to be scheduled by the Committee Chair. The Specific Meeting place and time is to be discussed by the committee and determined by the Committee Chair.
- 6.05 *Cancellation of Meetings.* Meetings shall be cancelled only as mutually agreed upon by the Chairperson of the Board and the President. Notification of the cancellation shall be forwarded to the Members via e-mail at least five (5) days before the meeting. Cancellations occurring after that shall be made by telephone notification.
- 6.06 *Meeting Location.* Annual, Regular, and Special Meetings shall be held at a location determined by resolution of the Board. Committee meetings shall be held at a location determined by the Committee Chair.
- 6.07 *Meeting by Telephone or Similar Equipment.* A Member may participate in a meeting by conference telephone or any similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

6.08 *Order of Business.*

a) The Order of Business at the Annual Meeting shall be as follows:

- 1) Call to order
- 2) Roll Call
- 3) Approval of Minutes
- 4) Approval of Agenda
- 5) Treasurer's Reports
- 6) Officer's Reports
- 7) Committee Reports (as applicable)
- 8) Election of Board Members
- 9) Election of Chairperson (as applicable)
- 10) Election of Officers
- 11) Board Member Comments
- 12) Motion to Adjourn

b) The Order of Business at Regular Meetings shall be as follows:

- 1) Call to order
- 2) Roll Call
- 3) Approval of Minutes
- 4) Approval of Agenda
- 5) Officer's Reports
- 6) Committee Reports (as applicable)
- 7) Old Business
- 8) New Business
- 9) Board Member Comments
- 10) Motion to Adjourn

c) The Order of Business at Special Meetings shall be as follows:

- 1) Call to order
- 2) Roll Call
- 3) Business at Hand (typically no other business is to be conducted at this meeting)
- 4) Motion to Adjourn

6.09 *Quorum.* Fifty percent of the Members of the Board in office constitute a quorum for the transaction of any business at any meeting of the Board. Actions voted on by two-thirds (2/3) majority of Members on the Board shall constitute authorized actions of the Board.

ARTICLE VII
COMMITTEES

7.01 *General Powers.* The Board, by resolution adopted by a vote of two-thirds (2/3) majority of its Members, may create one or more committees, each committee consisting of one or more Members. A Member who is a member of the committee may designate another Board Member to act on their behalf in their absence at a committee

meeting. All committees designated by the Board shall serve at the pleasure of the Board.

A committee designed by the Board may exercise any powers of the Board in managing PBJ's business and affairs, to the extent provided by resolution of the Board. However, no committee shall have the power to:

- a) amend the Articles of Incorporation;
- b) adopt an agreement of merger or consolidation;
- c) amend the bylaws of PBJ;
- d) fill vacancies on the Board; or
- e) fix compensation of the Members for serving on the Board or on a committee.

7.02 *Meetings.* Committees shall meet by their own decision to conduct their committee affairs in a consistent and timely manner to report to the Board. Minutes shall be recorded at each committee meeting and shall be presented to the Secretary.

7.03 *Consent to Committee Actions.* Any action required and permitted to be taken pursuant to authorization of a committee may be taken without a meeting if, before the action, all members of the committee consent to the action in writing or by e-mail. Consents shall be filed with the minutes of the committee's proceedings.

ARTICLE VIII

OFFICERS

8.01 *Number.* The Officers of PBJ shall be elected by the Board. The Officers shall be a President, a Vice President, a Secretary, and a Treasurer. There may also be such other Officers as the Board deems appropriate. Officers are Members of the Board and subject to the responsibilities of Board Members (One cannot be an Officer without being a Board Member).

8.02 *Term of Office.* The Board shall elect Officers by a two-thirds (2/3) majority vote at the Annual Meeting. Those elected shall assume office at the next Regular Meeting. The Officers Development Committee shall submit to the Board nomination of candidates who are willing to serve as Officers. Each Officer shall hold office for three years until an Officer is re-elected or until a successor is elected. The election of Officers shall be spaced out so the President is elected in year one, the Vice President and Secretary are elected in year two, and the Treasurer is elected in year three. Any Officer may resign at any time by providing written notice to the Secretary. The resignation will be effective on receipt of the notice or a later time designated in the notice.

8.03 *Removal.* An Officer elected by the Board may be removed with cause by a vote of a two-thirds (2/3) majority vote of the Board.

8.04 *Vacancies.* A vacancy in any office for any reason shall be filled by the election of the Board as prescribed in Section 4.06.

- 8.05 *President.* The President shall have authority over the general control and management of the business and operations of PBJ. Only the President shall have power to discharge volunteers. The President shall sign all corporate documents and agreements on behalf of PBJ, unless the President or the Board instructs that the signing be done with or by some other Officer. The President shall see that all actions taken by the Board are executed and shall perform all other duties incident to the office. This is subject, however, to the President's right and the right of the Board to delegate any specific power to any other Officer of PBJ. The President shall preside at all Board meetings and he or she shall be responsible for the preparation of the agenda. The President shall have the power to perform duties as may be assigned by the Board. If the President is absent or unable to perform his or her duties, the chairperson of the Board shall perform the president's duties until the Board directs otherwise.
- 8.06 *Vice President.* The Vice President, if any, shall have the power to perform duties that may be assigned by the President or the Board. If the President is absent or unable to perform his or her duties, the Vice President shall perform all duties incident to the office until the Board directs otherwise.
- 8.07 *Secretary.* The Secretary shall
- (a) keep minutes of Board meetings;
 - (b) be responsible for providing notice to each Member as required by law, the Articles of Incorporation, or these bylaws;
 - (c) be the custodian of corporate records;
 - (d) keep a register of the names and addresses of each Officer and Member;
 - (e) inform the Board and Officers of any resignation notifications received;
 - (f) perform all duties incident to the office and other duties assigned by the President or the Board.
- 8.08 *Treasurer.* The Treasurer shall
- (a) have charge and custody over corporate funds and securities;
 - (b) keep accurate books and records of corporate receipts and disbursements;
 - (c) deposit all moneys and securities received by PBJ at such depositories in PBJ's name that may be designated by the Board;
 - (d) complete all required corporate filings;
 - (e) perform all duties incident to the office and other duties assigned by the President or the Board until the Board directs otherwise.

The Treasurer shall endeavor to ensure that PBJ operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status.

ARTICLE IX
VOLUNTEERS AND ADVISORS

- 9.01 *Volunteers.* Volunteers are a vital resource. PBJ Outreach's mission could not be fulfilled without the service of volunteers. To successfully integrate volunteers into operations is key to a sustainable program. Resources for recruiting, screening, training, supervising, and evaluating volunteers are necessary. These volunteers, whether core, individual or family, group or organization will be overseen by the President with the authority to take action as deemed necessary.
- 9.02 *Advisors.* The engagement of advisors for aid or employment may be considered. These advisors may or may not be compensated. Authorization to employ such advisors must be approved by two-thirds (2/3) majority vote of the Members of the Board.

ARTICLE X
BYLAW AMENDMENTS

- 10.01 *Amendments to the Bylaws.* The bylaws may be amended or altered during a Regular Meeting by a vote of a two-thirds (2/3) majority of the Board, provided notice of the proposed change is given to the Board at the preceding Regular Meeting and specific wording for the change is included in the Board's packet for the meeting at which the decision shall be made.

ARTICLE XI
INSURANCE

- 11.01 *Proper Insurance Coverage.* PBJ shall secure insurance coverage including:

- a) General Liability Insurance
- b) Non-Profit Officers and Board Members Insurance

As previously stated in Section 4.10(g), it is the responsibility of the Board to conduct an annual audit of PBJ's insurance coverage by June 30th each year.



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: September 13, 2016

ITEM:

Bid Award for the Lake Pointe Soccer Park Drainage

PRESENTER: Director of Park and Grants Mike Mitchell and Dave Richmond, Spalding DeDecker Associates

OTHER INDIVIDUALS IN ATTENDANCE:

EXECUTIVE SUMMARY:

Township solicited bids to install additional drainage at western soccer field the Lake Pointe Soccer Park. Last year the Township installed a new drainage system on the eastern soccer field and budgeted repairs on the western field for 2016.

Bids were solicited to alleviate the drainage problems. The contractors were asked to submit bids considering a horizontal solution, commonly known as sand slit method or through vertical method, known as energy passive groundwater recharge product (EGRP). A total of 2 bids were received on June 3, 2016. The bids were submitted with the contractor's elected method of repair with their anticipated design.

While Parjana was not the lowest bidder their EGRP technology has been performing well on the eastern field, and a partner in the firm is a Plymouth Township resident. Therefore, our recommendation is to award the project to Parjana.

BACKGROUND:

ACTION REQUESTED:

Award the contract to Parjana in the amount of \$47,330.00

BUDGET/TIME-LINE: \$47,330.00

IMPLEMENTATION PLAN:

RECOMMENDATION:

MODEL RESOLUTION: I move to award the bid to install additional drainage at western soccer field the Lake Pointe Soccer Park to Parjana in the amount of \$47,330.00

ATTACHMENTS:



**PLYMOUTH TOWNSHIP
LAKE POINTE SOCCER FIELD DRAINAGE**

**AS READ BID TABULATION
6/3/2016 at 2:00pm**

Company	Bid Bond	Total Bid Price
Water Management Specialist	yes	\$44,850.00
Parjana	yes	\$47,330.00

REQUEST FOR PROPOSAL

The Charter Township of Plymouth, Michigan is seeking qualified contractors to install additional drainage at the Lake Pointe Soccer Park located at 14435 N. Haggerty Rd., Plymouth, MI 48170. The successful bidder will work with the Parks and Recreation Department, to schedule and coordinate this project.

The Lake Pointe Soccer Park is experiencing drainage issues on a portion of the field that become saturated during times of rain and do not drain properly. The Township is considering options to solve the drainage problems on the western field (see included drawings) through the use of horizontal or vertical drainage solutions. A potential horizontal drainage solution to consider is sand slit drainage and a vertical solution could be Energy-Passive Groundwater Recharge Product (EGRP). All interested parties are encouraged to visit the site.

The contractor is required to submit their method of repair including a minimum of three demonstrated successful projects that have been completed within the past five years along with the fee to complete the project, including all labor, materials, permits and bonds.

All storm the drainage system shown on the plan is existing. The existing 6" PVC is perforated pipe that drain into the 4' diameter drywells, which have a 3' diameter hole in the bottom of the structure. The storm system drains to the east towards the parking lot and into the existing detention basin. The proposed plan is to install drainage in addition to what is already in use. There are no current soil borings for the field.

All contractors must be properly licensed and/or registered to provide the requested services in the State of Michigan. The bids should provide the complete cost to execute the project.

DO NOT deliver your proposal to the requesting department or to the Supervisor's Office. The envelopes must be delivered to the Office of the Township Clerk before the due date and time so they can be stamped received and filed appropriately. Proposals are considered received when in the possession of the Township Clerk. If your proposal is not received before the due date and time, it will be disqualified and will not be opened or considered.

The Charter Township of Plymouth is part of an organization called the Michigan Intergovernmental Trade Network (MITN), a group of agencies that joined forces to create a Regional Bid Notification System to notify companies of new bid opportunities. All bids, quotations and proposals are now being posted online. All vendors are encouraged to visit <http://www.mitn.info> and click on the "The Michigan MITN System" link in order to register their company and gain access to new bids and proposals. If you do not have Internet access, please call 1-800-835-4603 to speak to a representative at BidNet®, the technical support group that handles the MITN system.

If you did not receive this proposal directly from the MITN or the Township website, please notify us. Proposals from members of MITN are to be posted ONLY on the MITN or City/Township website. Any other use is prohibited. The Charter Township of Plymouth cannot guarantee the accuracy of any information not obtained from the MITN or Township website and is not responsible for any errors contained by information received from alternate sources.

Each bid shall be accompanied by a Certified Check, in the amount of 5% of the highest bid and made payable to the "Charter Township of Plymouth", as security for acceptance of the contract. A bid bond in the Michigan Standard Form issued by an approved surety company may be furnished in lieu of a Certified Check.

No bidder may withdraw his/her bid within sixty (60) days after the date set for the opening thereof.

The Township reserves the right to accept any bid, to reject any and all bids in whole or in part, and to waive any defect or irregularity in any bid if it is deemed in the Township's sole discretion to be in the best interest of the Township. The Township does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services.

ANY INQUIRIES REGARDING THIS BID ARE TO BE EMAILED NO LATER THAN 2:00 PM ON JUNE 3, 2016, TO:

Spalding DeDecker
Engineer – David E. Richmond, P.E.
Attn: Plymouth Township – Soccer Field Drainage Repair
drichmond@sda-eng.com

Any interpretation made to prospective proposers will be expressed in the form of an addendum to the specifications, which, if issued, will be posted on MITN and the Township website. Oral responses will not be authoritative.

ALL BIDS MUST BE SUBMITTED BY 2:00 PM ON JUNE 10, 2016 TO:

Nancy Conzelman, Clerk
Charter Township of Plymouth
9955 N. Haggerty Road
Plymouth, MI 48170

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The Charter Township of Plymouth, Michigan is seeking qualified contractors to install additional drainage at the Lake Pointe Soccer Park located at 14435 N. Haggerty Rd., Plymouth, MI 48170. The successful bidder will work with the Parks and Recreation Department, to schedule and coordinate this project.

The Lake Pointe Soccer Park is experiencing drainage issues on a portion of the field that become saturated during times of rain and do not drain properly. The Township is considering options to solve the drainage problems on the western field (see included drawings) through the use of horizontal or vertical drainage solutions. A potential horizontal drainage solution to consider is sand slit drainage and a vertical solution could be Energy-Passive Groundwater Recharge Product (EGRP). All interested parties are encouraged to visit the site.

The contractor is required to submit their method of repair including a minimum of three demonstrated successful projects that have been completed within the past five years along with the fee to complete the project, including all labor, materials, permits and bonds.

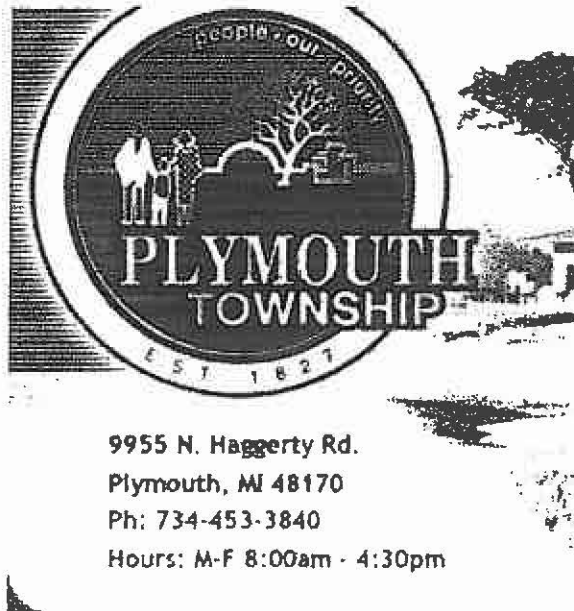
All storm the drainage system shown on the plan is existing. The existing 6" PVC is perforated pipe that drain into the 4' diameter drywells, which have a 3' diameter hole in the bottom of the structure. The storm system drains to the east towards the parking lot and into the existing detention basin. The proposed plan is to install drainage in addition to what is already in use. There are no current soil borings for the field.

All contractors must be properly licensed and/or registered to provide the requested services in the State of Michigan. The bids should provide the complete cost to execute the project.

DO NOT deliver your proposal to the requesting department or to the Supervisor's Office. The envelopes must be delivered to the Office of the Township Clerk before the due date and time so they can be stamped received and filed appropriately. Proposals are considered received when in the possession of the Township Clerk. If your proposal is not received before the due date and time, it will be disqualified and will not be opened or considered.

The Charter Township of Plymouth is part of an organization called the Michigan Intergovernmental Trade Network (MITN), a group of agencies that joined forces to create a Regional Bid Notification System to notify companies of new bid opportunities. All bids, quotations and proposals are now being posted online. All vendors are encouraged to visit <http://www.mitn.info> and click on the "The Michigan MITN System" link in order to register their company and gain access to new bids and proposals. If you do not have Internet access, please call 1-800-835-4603 to speak to a representative at BidNet®, the technical support group that handles the MITN system.

If you did not receive this proposal directly from the MITN or the Township website, please notify us. Proposals from members of MITN are to be posted ONLY on the MITN or City/Township website. Any other use is prohibited. The Charter Township of Plymouth cannot guarantee the accuracy of any information not obtained from the MITN or Township website and is not responsible for any errors contained by information received from alternate sources.



Proposal- RFP-SP-PT003

The Charter Township of Plymouth

Lake pointe Soccer Park

14435 N. Haggerty Rd.,

Plymouth, MI 48170

Contract to Install Parjana® EGRP® System

RFP-SP-PT003

Date: 05-31-2016

Customer: Nancy Conzelman, Clerk
Charter Township of
Plymouth

Job Name: Lake Pointe Soccer Park

Billing Address: 9955 N. Haggerty Rd

Job Address
("Location"): 14435 N. Haggerty Rd.,

City, State, Zip: Plymouth, MI 48170

City, State, Zip: Plymouth, MI 48170

Contact Nancy Conzelman, Clerk

Email:

Phone:

OPPT#: 921

This Contract is made by and between Parjana Distribution, LLC hereinafter referred to as "Installer", and Nancy Conzelman, Clerk, Charter Township of Plymouth, hereinafter referred to as "Owner". In consideration of the mutual promises and undertakings set forth herein, Contractor and Owner hereby agree to the terms and conditions set forth herein.

Item Description	Cost
Furnish labor and materials for the installation of 5,080 linear feet of EGRP® at MSPR \$9.20 and 594 caps	\$47,330

Payment Terms: 50% before installation/ 50% due on completion

Parjana® Distribution Approved Layout

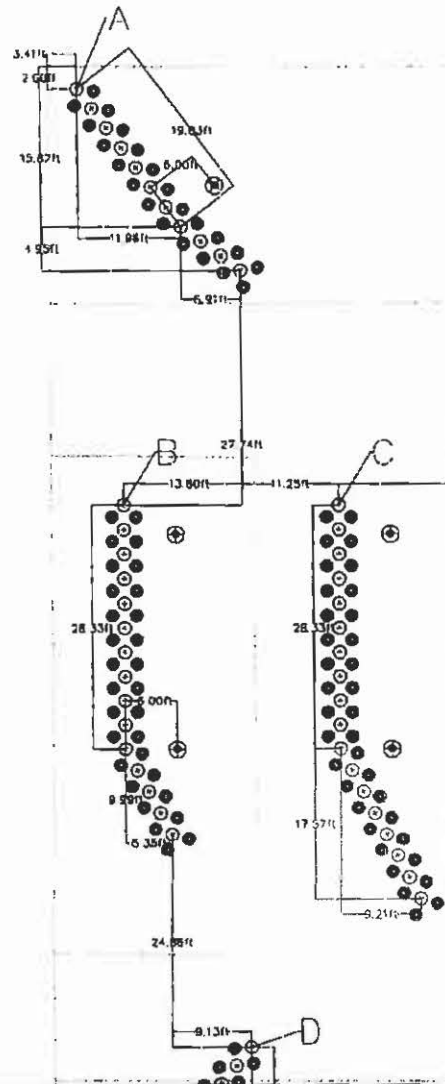
The custom designed layout for your property has been determined based upon the problem situation, problem area, and problem severity information provided by the Certified Parjana® Representative. The provided layout is designed to the specification of:

This installation will address the issue of over saturation/standing water and will infiltrate 1' of rainfall in 24 hours within 6 feet of the EGRP® installation.

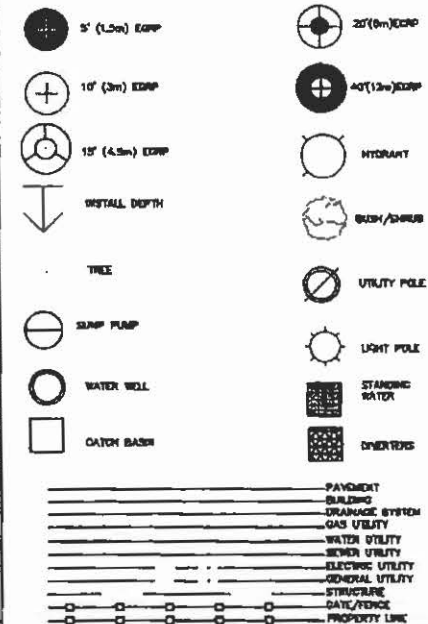
Any changes to the Approved Layout beyond allowed tolerances will constitute the need for a re-design and may alter the expected results of the system. Such changes to the Approved Layout void the above solution(s) and a new Approved Layout must be issued with the new solution(s).

Drawing Name: OPPT000921

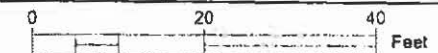
ZONE	Line	Length (ft)	EGRP Device Lengths				EGRP	Linear Ft	Caps
			5'	10'	20'	40'			
1	A	30	22	11	2	0	35	340	39
2	B	40	28	14	2	0	44	400	48
2	C	50	36	18	3	0	57	540	63
3	D	30	22	11	2	0	35	340	39
4	E	40	28	14	2	0	44	400	48
4	F	56	45	23	4	0	73	700	81
4	G	40	28	14	2	0	44	400	48
5	H	50	36	18	3	0	57	540	63
5	I	40	28	14	2	0	44	400	48
6	J	30	22	11	2	0	35	340	39
7	K	30	22	11	2	0	35	340	39
8	L	30	22	11	2	0	35	340	39
Total		476	340	170	28	0	538	5 080	594



LEGEND



Note: 20' EGRP's and 40' EGRP's linear feet and caps is multiplied by 3 because there are 3 linked together.



HEET
7

Drawn By: RFL-FH
Drawing #: OPPT000921
Approved By: JK
Date: 5-27-2016
Type: Commercial-2



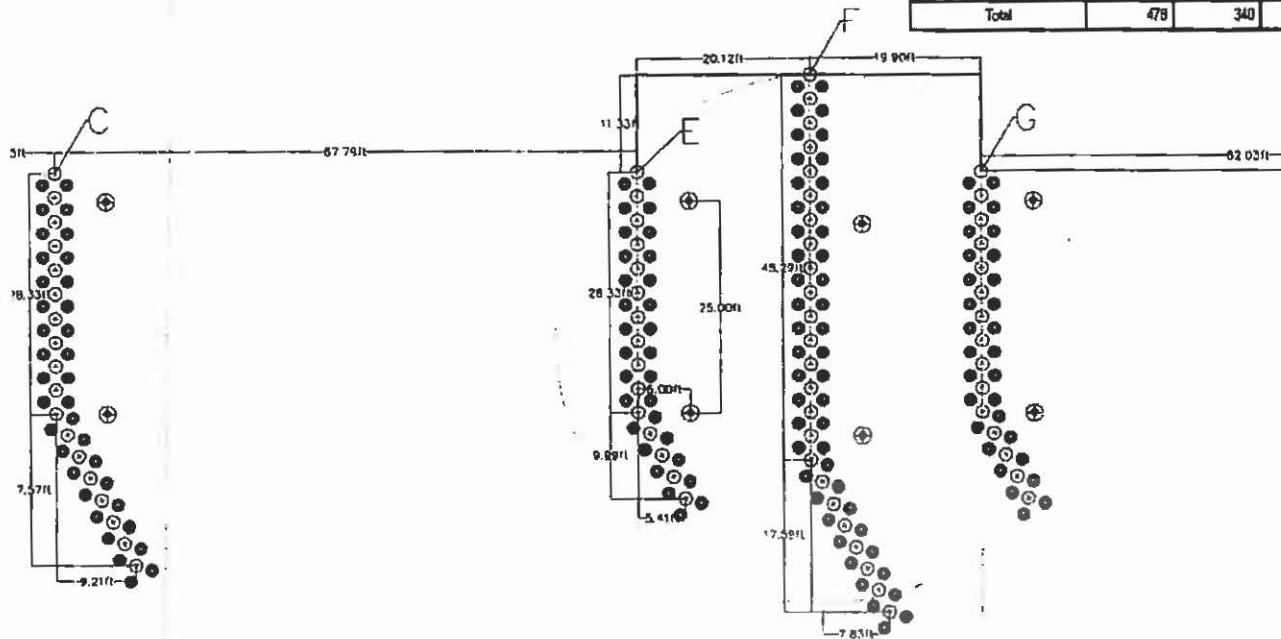
PARJANA

Parjana Distribution, LLC
1274 Library Street, Suite 600
Detroit, MI 48226
313-915-5418

Zone-1 & Zone-2 OF PROPOSED SOLUTION EGRP INSTALLATION

Prepared For:
City of Plymouth
14435 N. Haggerty Road
Plymouth, MI, 48170

ZONE	Line	Length (ft)	EGRP Device Lengths				EGRP	Linear Ft	Cape
			5'	10'	20'	40'			
1	A	30	22	11	2	0	35	340	39
2	B	40	28	14	2	0	44	400	48
2	C	50	36	18	3	0	57	540	63
3	D	30	22	11	2	0	35	340	39
4	E	40	28	14	2	0	44	400	48
4	F	66	45	23	4	0	73	700	81
4	G	40	28	14	2	0	44	400	48
5	H	50	36	18	3	0	57	540	63
5	I	40	28	14	2	0	44	400	48
6	J	30	22	11	2	0	35	340	39
7	K	30	22	11	2	0	35	340	38
8	L	30	22	11	2	0	35	340	38
Total		478	340	170	28	0	538	5,080	594

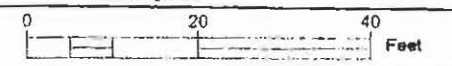



LEGEND

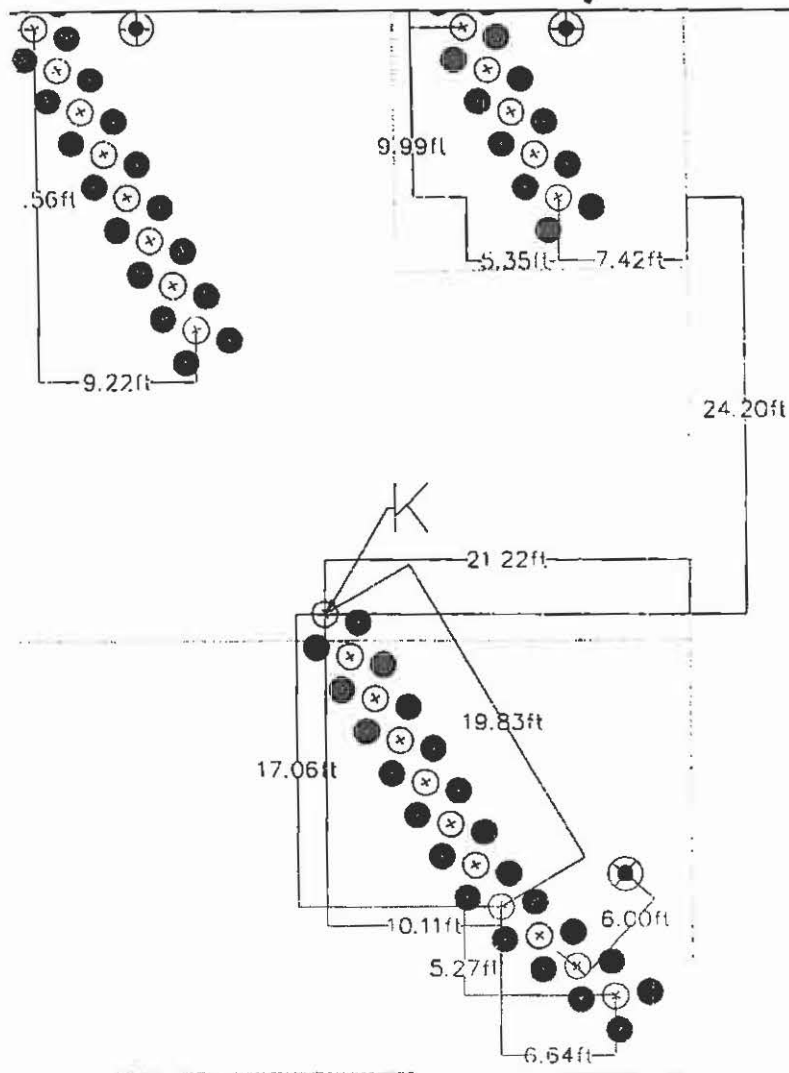
- 5' (1.5m) EGRP
- 10' (3m) EGRP
- 15' (4.5m) EGRP
- INSTALL DEPTH
- TRUNK
- BUMP PUMP
- WATER WELL
- CATCH BASIN
- 20' (6m) EGRP
- 40' (12m) EGRP
- HYDRANT
- BUSH/SHRUB
- UTILITY POLE
- LIGHT POLE
- STANDING WATER
- DEWATERERS

PAVEMENT
BUILDING
DRAINAGE SYSTEM
GAS UTILITY
WATER UTILITY
SEWER UTILITY
ELECTRIC UTILITY
GENERAL UTILITY
STRUCTURE
GATE/POLE
PROPERTY LINE

Note: 20' EGRP's and 40' EGRP's linear feet and cape is multiplied by 3 because there are 3 linked together.

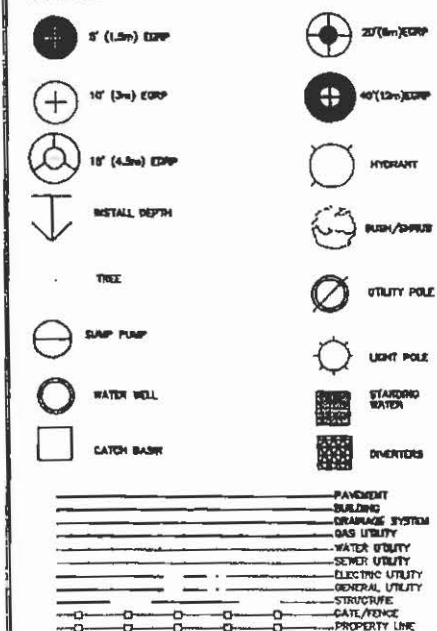


HEET 7	Drawn By: RFL-FH Drawing #: OPPT000921 Approved By: JK Date: 5-27-2016 Type: Commercial-2	 Parjana Distribution, LLC 1274 Library Street, Suite 600 Detroit, MI 48226 313-915-5418	Zone-4 OF PROPOSED SOLUTION EGRP INSTALLATION	Prepared For: City of Plymouth 14435 N. Haggerty Road Plymouth, MI, 48170
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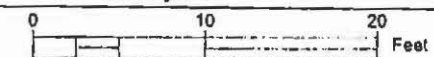


ZONE	Line	Length (ft)	EGRP Device Lengths				EGRP	Linear Ft	Caps
			5'	10'	20'	40'			
1	A	30	22	11	2	0	35	340	39
2	B	40	28	14	2	0	44	400	48
2	C	50	36	18	3	0	57	540	63
3	D	30	22	11	2	0	35	340	39
4	E	40	28	14	2	0	44	400	48
4	F	66	48	23	4	0	73	700	81
4	G	40	28	14	2	0	44	400	48
5	H	50	36	18	3	0	57	540	63
5	I	40	28	14	2	0	44	400	48
6	J	30	22	11	2	0	35	340	39
7	K	30	22	11	2	0	35	340	39
8	L	30	22	11	2	0	35	340	39
Total		478	340	170	28	0	538	5,080	594

LEGEND



Note: 20' EGRP's and 40' EGRP's linear feet and caps is multiplied by 3 because there are 3 linked together.



HEET
7

Drawn By: RFL-FH
Drawing #: OPPT000921
Approved By: JK
Date: 5-27-2016
Type: Commercial-2



Parjana Distribution, LLC
1274 Library Street, Suite 600
Detroit, MI 48226
313-915-5418

Zone-7 OF PROPOSED SOLUTION EGRP INSTALLATION

Prepared For:
City of Plymouth
14435 N. Haggerty Road
Plymouth, MI, 48170

Terms of Installation Contract

1. **Scope of Work.** Owner hereby hires Installer to install the EGRP® System at the Location as designed in the Approved Layout. Installer agrees to furnish all labor, materials, tools and equipment necessary to perform and complete the work described in the Approved Layout (the "Work"). The Work shall be performed in a good and workmanlike manner.
2. **Location Availability and Timing of Performance.** Owner represents and warrants that Owner is the owner of the Location which is real property upon which the Work is to be performed. Owner agrees to make the Location available to the Installer for purposes of performing the Work.
3. **Permits, Taxes and Related Expenses.** Owner shall obtain all easements, licenses or other agreements which are, in the Installer's sole judgment, necessary to allow the Installer sufficient access to the Location to perform the Work. Installer shall be responsible for applying for and obtaining such building and/or installation permits as are necessary for completing the Work; provided, however, that any fees to be paid to any third parties, including municipalities or other governmental authorities, for said permits shall be charged to Owner as additional costs unless otherwise provided in writing. Moreover, this Agreement is contingent upon Installer being able to obtain such permits. Subject to the foregoing, Installer shall pay all excise, gross receipts, sales, consumer, use and other similar taxes on the compensation paid to Installer pursuant to this Agreement as required by law.
4. **Responsibility for Personnel.** With respect to all personnel hired by Installer for the performance of the Work, Installer accepts and assumes full and exclusive liability for compliance with all applicable laws and regulations related to such employees, agents and subcontractors performing work under this Agreement, including, without limitation, all workers compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related issues, whether subject to federal, state or local law or regulation. Installer agrees to take all actions necessary to obtain similar full compliance from each subcontractor performing work under this Agreement. Owner will not be responsible for withholding or paying any income, payroll, social security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Installer's behalf or on the behalf of any subcontractor hired by Installer. However, Owner and its employees and agents are not personnel hired by Installer.
5. **Risk of Harm.** Owner acknowledges that even with the exercise of reasonable care by the Installer, there may be damage to landscaping, driveways, sidewalks, sprinkler systems, underground structures or utilities, or other features of the Location occasioned by virtue of Installer's equipment installing the EGRP® System. Installer shall make reasonable effort to not cause such damage, and shall promptly inform Owner of potential damage as Installer becomes aware of same. Nevertheless, Installer shall not be liable to Owner for damage to the Location, including without limitation, damage to landscaping, driveways, sidewalks, sprinkler systems, underground structures or utilities or any other features of the Location caused by the negligence of the Installer damage, unless such damage is caused by the gross negligence or intentional acts of the Installer, or unless otherwise specifically provided for in writing.

6. **Warranties and Guarantees.**

a. Installation Warranty

(a) Installer warrants the EGRP® system installed at the Location will perform in accordance with the standard of performance set forth in the Approved Layout for a period of ten (10) years (the "Installation Warranty Period"). Only the standard of performance set forth in the Approved Layout provided by Parjana® Distribution may be used for purposes of this Warranty. Installer is not authorized to make any other warranty regarding the performance of the EGRP® system installed at the Location.

(b) In the event Owner desires to make a claim on the Installation Warranty, Owner agrees to grant the Installer, and such persons as the Installer may designate, the right to access the Location for the purpose of assessing the performance of the EGRP® system installed at the Location. If the Installer agrees that the EGRP® system installed at the Location is not performing in accordance with the standard of performance set forth in the Approved Layout, the Installer will take the necessary steps to reconfigure and complete such additional installation as is necessary so that the EGRP® system installed at the Location will perform in accordance with the standard of performance set forth in the Approved Layout. Owner agrees to provide access to the Location for this purpose. Such additional installation, if necessary, shall be at no additional cost to Owner. This Installation Warranty is transferable to new owners of the Location provided said owners are in compliance with the terms hereof.

(c) This Installation Warranty will be void and of no further force or effect if any of the EGRP® system installed at the Location has been damaged or removed or there has been a material change to the area where EGRP® system was installed including without limitation significant construction, landscaping, or alteration in ground water flow, sewer backups, or flooding conditions outside of the original parameters established for this installation.

(d) The foregoing is the sole warranty provided by the Installer regarding the EGRP® system installed at the Location. THE INSTALLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO OR IN ANY WAY RELATING TO THE INSTALLATION OR PERFORMANCE OF THE EGRP® SYSTEM, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INSTALLER DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY OTHER EXPENSE CAUSED BY THE INSTALLATION OR USE OF EGRP® SYSTEM OR ITS COMPONENTS WHETHER SAID INSTALLATION OR COMPONENTS THEREOF WERE DEFECTIVE OR NOT.

(e) Notwithstanding any other provisions to the contrary, Installer's maximum liability pursuant to this Installation Warranty shall not exceed the amount received by the Installer from the Owner in conjunction with this installation. In the event the Installer should at any time offer or otherwise be obligated to provide Owner with a full refund of the amount received by the Installer from the Owner in conjunction with this installation, upon payment of said amount, the Installer shall be entitled to a return of the EGRP® system and its components installed at the Location. Owner shall provide Installer reasonable access to the Location for such purpose.

(f) Parjana® Distribution will join the Installer in becoming liable for this Installation Warranty but only if within twelve weeks of completion of the Installation, Parjana® Distribution obtains and approves required verification from Installer that the installation was performed in accordance with procedures prescribed by Parjana® Distribution. Upon Parjana® Distribution approval and acceptance of liability the Installation Warranty and Product Guarantee certificate will be issued to the Owner. In the event Parjana® Distribution becomes obligated for the Installation Warranty, all of the references to the Installer's rights and obligations pursuant to this Installation Warranty shall be deemed to extend to Parjana® Distribution, and if any difference of opinion or judgment required to be made should arise between the Installer and Parjana® Distribution, the opinion or judgment of Parjana® Distribution shall control.

(g) This Installation Warranty is separate and distinct from the Product Guaranty issued solely by the Parjana® Distribution guaranteeing the EGRP® system components to be free from manufacturing defects for twenty-five (25) years.

7. **Trademarks and Advertising.** Owner agrees that Installer may at its discretion place a sign on the property as Marketing for a period of up to thirty (30) days following the Installation. Notwithstanding anything herein to the contrary, Owner shall not have any right to utilize the trademarks or names of Installer or Parjana® Distribution, or indicate that the Location has an EGRP® system installed, without the prior written consent of the Installer or Parjana® Distribution, respectively.

8. **Relationship.** Installer is an independent contractor of Parjana® Distribution, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Installer and Parjana® Distribution for any purpose. Installer has no authority (and shall not hold itself out as having authority) to bind Parjana® Distribution in any manner, except as is herein provided which has been pre-authorized by Parjana® Distribution.

9. **Successors.** This Agreement and each provision of it shall operate to the benefit of the parties and to their respective permitted successors in interest, legal representatives and assigns.

10. **Governing Law.** This Agreement shall be construed, governed and enforced in accordance with the laws of the State in which Installer operates (without regard to its conflict of laws principles). The foregoing notwithstanding, disputes between the Installer and Parjana® Distribution shall be construed, governed and enforced in accordance with the laws of the State of Michigan, again without regard to its conflict of laws principles.

11. **Entire Agreement.** This Agreement contains all of the agreements, conditions and understandings of the parties and supersedes all prior negotiations, representations or agreements between them, whether oral or written. In the event of a conflict between the terms of this Agreement and any other document, including any Exhibits to which this Agreement may refer, the terms and conditions of this Agreement shall apply.

CERTIFIED PARJANA® INSTALLER REPRESENTATIVE:

Name: _____

Company: _____

Date: _____

Signature: _____

Acceptance of Proposal Contract: The above prices, specifications, terms, and conditions are satisfactory and are hereby accepted. Installer is authorized to do the work as specified. Payment will be made as outlined above.

OWNER:

Name: _____

Date: _____

Signature: _____

Water Management Specialist, Inc.

1596 S. College Rd.
Mason, Mich. 48854
Ph. 517-628-8001
Fax 517-628-2173

Owner: Lake Pointe Soccer
Address: 14435 Haggerty Rd.
Plymouth, Mich.

Project: Soccer field drainage

Work: *This proposal is based upon information given, with mains being installed at goal end.*
Proposal: install drainage system on 10 ft. centers With USGA sand for backfill materials
3600 ft. 2" tile
150 ft. 4" tile
Sand slit drainage
Over seed field and 1 fertilization
core C.B. for tie ins
Remove spoils
Mobilization

Water Management Specialist, Inc.



TOTAL PROPOSAL PRICE: \$44,850.00

By: Dennis Rector
Its: President
Date: 6/9/2016

- All work and material is guaranteed for a period of one year. All material is guaranteed as specified. All labor to be completed in a professional manner according to standard industry practices. Any deviation or change in the work or the contract sum as described above will only be performed pursuant to written change orders.
- All workers are fully covered by Worker's Compensation insurance. Note: This proposal may be withdrawn if not accepted within 10 days
- Payment Terms are "Net 10 days". All past due sums may be assessed a 1.5% service charge per month (18% per annum). Should Water Management Specialist, Inc. take any action to force collection of any sums due pursuant to this Proposal, the principal and undersigned each agree to pay all costs incurred by Water Management Specialist, Inc. as a result (including actual, reasonable attorney fees) irrespective of whether suit is filed.

Acceptance of Proposal - The above terms are satisfactory and are hereby accepted. You are authorized to do work. Payment will be made as outlined below. The undersigned, whether signing on behalf of a Corporation, Limited Liability Company or as an agent for any other entity, hereby assumes personal liability for and **PERSONALLY GUARANTEES** payment of any and all obligations due and owing, or to become due and owing WATER MANAGEMENT SPECIALIST, INC. pursuant to or as a result of this proposal (including any change orders) from principal or any related or successor entity at any time.

Accepting Signature _____

Date: _____

Water Management Specialist, Inc.

Ph. 517-628-8001

Fax 517-628-2173

References:

Northville Twp

Soccer fields at twp park on Beck Rd.

Lawrence Tech University

Soccer Field

Scott Trudeau Athletic Dir.

248-204-3852

Chippewa Hills High School

Remus Mich.

Football field

Greg Wilson (Wolgast construction manager) 906-235-0665



AIA Document A310™ – 2010

Bid Bond

Bond No. 3237577

CONTRACTOR:

(Name, legal status and address)

Water Management Specialist, Inc.
1596 South College Road
Mason, MI 48854

SURETY:

(Name, legal status and principal place of business)

Bankers Insurance Company
P.O. Box 15707

St. Petersburg, FL 33733

OWNER:

(Name, legal status and address)

Charter Township of Plymouth

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Bid (5% of Bid)

PROJECT: Soccer Field Drainage - Install Drain Tile

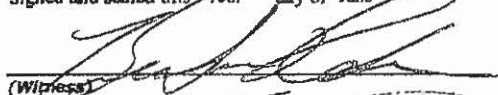
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

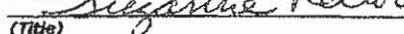
Signed and sealed this 10th day of June, 2016

(Witness) 

(Witness) Tom Piotrowski

Water Management Specialist, Inc.

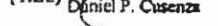
(Principal)

 (Seal)

(Title)

Bankers Insurance Company

(Surety)

 (Seal)

(Title) Daniel P. Cusenza

, Attorney-in-Fact

Power of Attorney

3237577

Bankers Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **BANKERS INSURANCE COMPANY**, a corporation duly organized under the laws of the State of Florida, and having its principal office in the City of St. Petersburg, Pinellas County, Florida, does hereby nominate, constitute and appoint:

* John T. Foster, Daniel P. Cusenza and/or James N. Slear *

of the City of Lansing, Ingham County, State of Michigan, its true and lawful Attorney-in-fact, with full power and authority hereby conferred upon him/her to make, execute, seal and deliver for and on its behalf, as Surety, as its act and deed, any and all bonds, undertakings consent or Agreement not exceeding the sum of Three Million and XX/100 Dollars \$3,000,000.00 which this Company may be authorized to write.

This Power of Attorney is granted and is signed and sealed under and by the authority of the following resolutions adopted by the Board of Directors of Bankers Insurance Company, and now in force to-wit:

BE IT RESOLVED, that the Chairman of the Board, President and any Vice President of the Corporation are hereby authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the Corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the Corporation are hereby authorized to attest the execution of any such Power of Attorney.

BE IT FURTHER RESOLVED, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, any and such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, Bankers Insurance Company has caused these presents to be executed by their duly authorized officers as of this 4th day of April, 2013.

ATTEST:

I 32
Ian Barber, Assistant Secretary

BANKERS INSURANCE COMPANY

By: Wilbur L. Martin IV
Wilbur L. Martin IV, President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me 4th day of April, 2013 by Wilbur L. Martin IV and Ian Barber, as President and Assistant Secretary, respectively, of Bankers Insurance Company, a Florida corporation, on behalf of the corporation.

Personally known ☒ OR Produced Identification - Type of Identification Provided _____

(SEAL)



Justin M. [Signature]
(NOTARY PUBLIC)

I, the undersigned, Assistant Secretary of Bankers Insurance Company do hereby certify that the original Power of Attorney, of which the foregoing is a full, true and correct copy, is in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affix the corporate seal of the Corporation this 10 day of June, 2016.

(SEAL)

I 32
Ian Barber, Assistant Secretary



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: September 13, 2016

ITEM:

Approve the Board Resolution to adopt the Vantagecare Retirement Health Savings (RHS) Adoption Agreement- Amendment to Existing Plan

PRESENTER: Shannon G. Price

OTHER INDIVIDUALS IN ATTENDANCE: William Jordan, ICMA

BACKGROUND: The Vantagecare Retirement Health Savings (RHS) plan was put in place in January 2014. It replaced the Township's traditional retiree health care plan and requires the Township to contribute \$50 per pay period for each represented and non-represented employee hired after certain dates, depending on employee group. Recently, IAFF and Management negotiated changes to the IAFF Collective Bargaining Agreement involving the RHS as follows: The contribution amount was increased \$50 to \$75 per pay period, effective April 1, 2016, and the vesting schedule was changed to provide for 20% vesting after each year of plan participation, with full vesting at the completion of 5 years of plan participation. For ease of administration, it is recommended that this contribution amount and vesting schedule be extended to all other represented and non-represented employee participants, effective October 1, 2016.

ACTION REQUESTED:

Approval of the Board Resolution.

BUDGET/ACCOUNT NUMBER:

RECOMMENDATION:

MODEL RESOLUTION: I move to approve Resolution 2016-09-13-22, approving the Employer Vantagecare Retirement Health Savings (RHS) Plan Adoption Agreement, as amended.

ATTACHMENTS:

Vantage Retirement Health Savings (RHS) Adoption Agreement



VantageCare Retirement Health Savings (RHS) PLAN AMENDMENT PACKET

To amend your existing RHS Plan, please complete the entire Adoption Agreement, including items that are not being amended. When you send your amendment to ICMA-RC, please summarize the changes in your cover letter.

Please note that ICMA-RC does not require the use of a resolution to amend the plan. Should you require legislative action, you may use the Suggested Resolution for Amendment on the following page. If you do not require legislative action, you may complete the Suggested Affirmative Statement for Amendment which follows.

Once the amendment is completed, retain a copy for your records and send the original with the cover letter and either the resolution or the affirmative statement to ICMA-RC as follows:

Via Mail
ICMA-RC
Attn – New Business Services
Suite 600
777 North Capitol Street, NE
Washington, DC 20002-4240

Via Facsimile
202-962-4601
Attn – New Business Services

You will receive notification that your amendment has been received and accepted.



**EMPLOYER VANTAGECARE
RETIREMENT HEALTH SAVINGS (RHS)
ADOPTION AGREEMENT**

**VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS)
ADOPTION AGREEMENT**

Plan Number: 8 03492

Select as applicable: ☐ Standalone RHS ☐ Integrated RHS ☒ Amendment to Existing Plan ☐ New Plan

I. Employer Name: Plymouth Township State: Michigan

II. The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.

III. Plan Dates:

A. Plan Effective Date January 1, 2014

B. Plan Year: Enter the annual accounting period for the RHS program. _____

IV. The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer: Plymouth Township

V. Eligible Groups, Participation and Participant Eligibility Requirements

A. Eligible Groups

The following group or groups of Employees are eligible to participate in the Employer's welfare benefits plan identified in Section IV. (check all applicable boxes):

- ☐ All Employees
- ☐ All Full-Time Employees
- ☐ Non-Union Employees
- ☐ Public Safety Employees – Police
- ☐ Public Safety Employees – Firefighters
- ☐ General Employees
- ☐ Collectively-Bargained Employees (Specify unit(s)) _____
- ☒ Other (specify group(s)) see attached

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. Participation

Mandatory Participation: All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer's underlying welfare benefit plan is in whole or part a non-collectively bargained plan that allows reimbursement for medical expenses other than insurance premiums, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

C. Participant Eligibility Requirements

1. Minimum service: The minimum period of service required for participation is N/A (write N/A if no minimum service is required).
2. Minimum age: The minimum age required for eligibility to participate is N/A (write N/A if no minimum age is required).

VI. Contribution Sources and Amounts

A. Definition of Earnings

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings", including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings: Gross Wages

B. Direct Employer Contributions and Mandatory Contributions

1. Direct Employer Contributions

The Employer shall contribute on behalf of each Participant

- ☐ ____ % of Earnings*
- ☐ \$ ____ each Plan Year
- ☐ A discretionary amount to be determined each Plan Year
- ☒ Other (describe): \$75 per pay for IAEFF effective 4/1/2016 - By negotiations
all other groups effect, 10/1/2016 \$75 pp period - By letter of understanding/policy

2. Mandatory Employee Compensation Contributions

The Employer will make mandatory contributions of Employee compensation as follows:

- ☐ Reduction in Salary - ____ % of Earnings or \$ ____ will be contributed for the Plan Year.
- ☐ Decreased Merit or Pay Plan Adjustment - All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

An Employee shall not have the right to discontinue or vary the rate of Mandatory Contributions of Employee Compensation.

3. Mandatory Employee Leave Contributions

The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining Mandatory Employee Leave contributions):

- ☐ Accrued Sick Leave _____
- ☐ Accrued Vacation Leave _____
- ☐ Other (specify type of leave) Accrued ____ Leave _____

An Employee shall not have the right to discontinue or vary the rate of mandatory leave contributions.

* Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.

C. Limits on Total Contributions (check one box)

The total contribution by the Employer on behalf of each Participant (including Direct Employer and Mandatory Employee Contributions) for each Plan Year shall not exceed the following limit(s) below. Limits on individual contribution types are defined within the appropriate section above.

- ☒ There is no Plan-defined limit on the percentage or dollar amount of earnings that may be contributed.
- ☐ ____ % of earnings
Definition of earnings: ☐ Same as Section VI.A. ☐ Other
- ☐ \$ ____ for the Plan year.

VII. Vesting for Direct Employer Contributions

A. Vesting Schedule (check one box)

- ☐ The account is 100% vested at all times.
- ☒ The following vesting schedule shall apply to Direct Employer Contributions as outlined in Section VI.B.1.:

Years of Service Completed	Vesting Percentage
<u>1</u>	<u>20</u> %
<u>2</u>	<u>40</u> %
<u>3</u>	<u>60</u> %
<u>4</u>	<u>80</u> %
<u>5</u>	<u>100</u> %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

- B. The account will become 100% vested upon the death, disability, retirement*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.**

*Definition of retirement includes a separation from service component and is further defined by (check one):

- ☐ The primary retirement plan of the Employer
- ☒ Separation from service
- ☐ Other _____

- C. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.**

VIII. Forfeiture Provisions

If a Participant separates from service prior to full vesting, non-vested funds in the Participant's account shall be forfeited in accordance with the box checked under this section.

Upon the death of a participant, surviving spouse, and all surviving eligible dependents (as outlined in Section XI), funds remaining in the Participant's account shall be revert to the Trust in accordance with the box checked under this section.

If a Participant permanently opts out and waives future reimbursements, as allowed under IRS Notice 2013-54, all funds in the Participant's account at the time of waiver shall be forfeited in accordance with the box checked under this section.*

- ☒ Remain in the Trust to be reallocated among all remaining Employees participating in the Plan as Direct Employer Contributions for the next and succeeding contribution cycle(s).
- ☐ Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants.
- ☐ Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.
- ☐ Revert to the Employer.

IX. Eligibility Requirements to Receive Medical Benefit Payments from the VantageCare Retirement Health Savings Program

A. A Participant is eligible to receive benefits:

- ☐ At retirement only (also complete Section B.)
Definition of retirement:
 - ☐ Same as Section VII.B.
 - ☐ Other _____
- ☒ At separation from service with the following restrictions
 - ☒ No restrictions
 - ☐ Other _____

B. Termination prior to general benefit eligibility: In case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from service of the Employer prior to retirement will be eligible to receive benefits:

- ☐ Immediately upon separation from service
- ☐ Other _____

C. A Participant that becomes totally and permanently disabled

- ☐ as defined by the Social Security Administration
- ☒ as defined by the Employer's primary retirement plan
- ☐ other _____

will become immediately eligible to receive medical benefit payments from his/her account under the Employer's welfare benefits plan.

D. Upon the death of the Participant, benefits shall become payable as outlined in Section XI.

**If the Employer's RHS Program does not limit eligibility to participants who have separated from service, the employer will be required to provide further direction to ICMA-RC regarding the treatment of possible contributions that are required to be made following the participant's waiver.*

X. Permissible Medical Benefit Payments

Benefits eligible for reimbursement consist of:

- ☒ All Medical Expenses eligible under IRC Section 213 other than (i) direct long-term care expenses, and (ii) expenses for medicines or drugs which are not prescribed drugs (other than insulin).
- ☐ The following Medical Expenses eligible under IRC Section 213 other than (i) direct long-term care expenses, and (ii) expenses for medicines or drugs which are not prescribed drugs (other than insulin). Select only the expenses you wish to cover under the Employer's welfare benefits plan:
 - ☐ Medical Insurance Premiums
 - ☐ Medical Out-of-Pocket Expenses*
 - ☐ Medicare Part B Insurance Premiums
 - ☐ Medicare Part D Insurance Premiums
 - ☐ Medicare Supplemental Insurance Premiums
 - ☐ Prescription Drug Insurance Premiums
 - ☐ COBRA Insurance Premiums
 - ☐ Dental Insurance Premiums
 - ☐ Dental Out-of-Pocket Expenses*
 - ☐ Vision Insurance Premiums
 - ☐ Vision Out-of-Pocket Expenses*
 - ☐ Qualified Long-Term Care Insurance Premiums
 - ☐ Non-Prescription medications allowed under IRS guidance*
 - ☐ Other qualifying medical expenses (describe)*

* Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.

XI. Benefits After the Death of the Participant

In the event of a Participant's death, the following shall apply:

A. Surviving Spouse and/or Surviving Dependents

Upon the death of a participant, the surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the Participant's RHS account and utilizing the remaining balance to fund eligible medical benefits specified in Section X above.

Upon notification of a Participant's death, the Participant's account balance will be transferred into Dreyfus Cash Management fund** (or another fund selected by the Employer). The account balance may be reallocated by the surviving spouse or dependents.

** *An investment in the Dreyfus Cash Management money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the fund. Investors should consider the investment objectives, risks, charges, and expenses of the fund carefully before investing. You may visit us at www.icmarc.org or call 800-669-7400 to obtain a prospectus that contains this and other information about the fund. Read the prospectus carefully before investing.*

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert in accordance with the Employer's election under Section VIII of the *VantageCare RHS Adoption Agreement*.

B. No Surviving Spouse or Surviving Dependents

If there are no living spouse or dependents at the time of death of the Participant, the account will revert in accordance with the Employer's election under Section VIII of the *VantageCare RHS Adoption Agreement*.

XII. The Plan will operate according to the following provisions:

A. Employer Responsibilities

1. The Employer will submit all VantageCare Retirement Health Savings Plan contribution data via electronic submission.
 2. The Employer will submit all VantageCare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification, benefit eligibility, and vesting notification.
- B.** Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.
- C.** Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her Survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to a third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).
- D.** An eligible dependent is (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.
- E.** The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the *VantageCare Retirement Health Savings Employer Manual*.

XIII. Employer Acknowledgements

- A.** The Employer hereby acknowledges it understands that failure to properly fill out this *VantageCare Retirement Health Savings Adoption Agreement* may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.
- B.** ☐ Check this box if you are including supporting documents that include plan provisions.

EMPLOYER SIGNATURE

By: Shannon G. Price

Date: _____

Title: Township Supervisor

Attest: Nancy C. Conzelman

Date: _____

Title: Township Clerk

**SUGGESTED RESOLUTION FOR AMENDMENT OF THE
VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PROGRAM**

Plan Number: 803492

Name of Employer: Plymouth Township State: Michigan

Resolution of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the amendment of its existing retiree health savings plan for such employees serves the interests of the Employer and Employees.

NOW, THEREFORE BE IT RESOLVED, that the Employer hereby amends the Plan in the form of the ICMA Retirement Corporation's VantageCare Retirement Health Savings program.

I, Nancy C. Conzelman, Clerk of the Township of Plymouth, do hereby certify that the foregoing resolution, proposed by _____, was duly passed and adopted in the _____ of the _____ of _____, at a regular meeting thereof assembled this _____ day of _____, 20____, by the following vote:

AYES:

NAYS:

ABSENT:

(Seal)

Clerk's Signature: _____

Clerk's Title: Township Clerk

Date: _____

**SUGGESTED AFFIRMATIVE STATEMENT FOR AMENDMENT OF THE
VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PROGRAM**

Plan Number: 803492

Name of Employer: Plymouth Township State: Michigan

Affirmative Statement of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the amendment of its existing retiree health savings plan serves the interests of the Employer and its Employees; and

NOW THEREFORE, as a duly authorized agent of the Employer, I hereby:

AMEND the Employer's Plan in the form of the ICMA Retirement Corporation's VantageCare Retirement Health Savings program.

DATE: _____

Title of Designated Agent

Signature

**VANTAGECARE
RETIREMENT HEALTH SAVINGS (RHS) PLAN
SUMMARY OF PLAN PROVISIONS**

RHS Plan Information

Plan Name: Plymouth Township
Plan Number: 803492
Account Number: Your ICMA-RC assigned Reference Number
The plan is effective January 1, 2014

Eligible Employees

The following groups of employees are eligible to participate in our VantageCare RHS Plan:

- Teamsters International – DPW Technicians
- POAM – Police Officers
- POAM – Dispatchers / PSA's
- COAM – Police Command Officers
- IAFF
- TPOAM – Clerical Union Members
- Non-Represented, Non-Union Employees

Participation

Your participation in the RHS plan is mandatory; you may not choose to opt out of the RHS program.

To enroll, simply fill out the *VantageCare RHS Plan Employee Enrollment/Change Form* and return it to your benefits office.

Contributions

The contribution feature(s) shown below are available in our RHS Plan. All RHS contributions are made to your account on a pre-tax basis. No Social Security, Medicare, or income* taxes are payable on these amounts.

The following contribution types are available in our RHS plan:

Direct Employer Contributions: The Employer shall contribute on behalf of each Participant \$50.00 per pay period. *— effective 4/1/2016 - IAFF \$75. per pay period.
10/1/2016 - all other groups \$75. per pay period.*

Limits on Total Contributions: There is no Plan-defined limit on the percentage or dollar amount of earnings.

* Check with your benefits office regarding state taxes. Most states do not tax RHS contributions.



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: September 13, 2016

ITEM: AT&T – Uniform Video Service Local Franchise Agreement

PRESENTER: Kevin Bennett

OTHER INDIVIDUALS IN ATTENDANCE: None anticipated.

BACKGROUND: See attached

ACTION REQUESTED: Approve

BUDGET/ACCOUNT NUMBER:

RECOMMENDATION: Approve

MODEL RESOLUTION: I move to approve the Uniform Video Service Local Franchise Agreement submitted by AT&T.

ATTACHMENTS:

- Proposed Renewal Video Service Local Franchise Agreement for AT&T



Jim Murray
President
AT&T Michigan
221 N. Washington Square
Lansing, MI 48333
Office: (517) 334-3400
Fax: (517) 334-3429

August 10, 2016

Via UPS Overnight Delivery

Nancy Conzelman
Clerk of the Charter Township of Plymouth
9955 N. Haggerty Road, First Floor
Plymouth, Michigan 48170

Re: Renewed Video Service Local Franchise Agreement for AT&T Michigan

Dear Ms. Conzelman:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, Michigan Bell Telephone Co. doing business as AT&T Michigan ("AT&T"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the Charter Township of Plymouth, a Michigan municipal corporation (the "Franchising Entity") and AT&T (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between AT&T and Charter Township of Plymouth dated April 18, 2007 ("Initial Agreement").

The enclosed filing includes the standard form agreement approved by and required for use by the Commission, and it has been completed in accordance with the Commission's Instructions issued in the Order. The Commission's Order and Instructions may be found at the following Commission web link: http://www.cis.state.mi.us/mpsc/orders/comm/2007/u-15169_01-30-2007.pdf In the Initial Agreement AT&T pays a video service provider fee of 5% and a PEG Fee of 2%. The same fees are included in the Renewed Agreement.

Attachment 1 to the Renewed Agreement contains Confidential Information. Pursuant to Section 11 of Act 480, Section "XIII. Confidentiality" of the Renewed Agreement, and page 1 of the Instructions for Uniform Video Service Agreement issued in the Order, AT&T has deemed the "Video Service Area Footprint" as Confidential Information. The Confidential Information for Attachment 1 has been set forth in Confidential Attachment A, and has been placed in a separate, sealed envelope and clearly identified by the label of the envelope as follows:

(AT&T Michigan "CONFIDENTIAL INFORMATION").

Pursuant to Section XIII of the Renewed Agreement, Section 11 of Act 480, and the Commission's Instructions, the Charter Township of Plymouth as the Franchising Entity receiving the information so

Ms. Nancy Conzelman
August 10, 2016
Page 2

designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a Freedom of Information Act ("FOIA") request made under MCL 15.231 to 15.246, and (c) make the information available only to and for use only by such local officials as are necessary to approve the Agreement or perform any other task for which the information is submitted.

The Charter Township of Plymouth has 15 business days beginning on August 11, 2016 within which to notify AT&T if the Renewed Agreement is complete. If the Charter Township of Plymouth does not notify AT&T regarding the completeness of the Renewed Agreement within this 15 business day period, pursuant to Section 3(3) of Act 480, the Renewed Agreement shall be deemed complete. Any notice by the Charter Township of Plymouth regarding the completeness of the Renewed Agreement must comply with Section 3(2) of Act 480 and must be sent by facsimile to each of the representatives of AT&T identified in Section "XV. Notices" of the enclosed Renewed Agreement.

AT&T has a proud history and tradition of providing service in the Charter Township of Plymouth and we look forward to continuing to provide video service.

If there are any questions concerning the enclosed filing, please contact Yvette Collins, Director, External Affairs at 313-496-8162.



Jim Murray
President
AT&T Michigan

Attachments

cc: Robert Jones, AT&T External Affairs Manager

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the Charter Township of Plymouth, a Michigan municipal corporation (the "Franchising Entity"), and Michigan Bell Telephone Company, a Michigan corporation doing business as AT&T Michigan.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
 - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
 - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
 - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
 - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
 - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 2 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

Charter Township of Plymouth:

9955 N. Haggerty Road

444 Michigan Avenue

First Floor

Room 1670

Plymouth, Michigan 48170

Detroit, Michigan 48226

Attn: Township Clerk

Attn: Yvette Collins, Director – External Affairs

Fax No.: 734.454.1643

Fax No.: 313.496.9332

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement** are subject to all valid and enforceable provisions of the Act.
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity** are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Charter Township of Plymouth, a Michigan Municipal Corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Michigan Bell Telephone Company, a Michigan Corporation, doing business as AT&T Michigan

By

Print Name

Jim Murray

Title

President

Address

221 North Washington Square

City, State, Zip

Lansing, Michigan 49833

Phone

517.334.3400

Fax

517.334.3429

Email

m42325@att.com

FRANCHISE AGREEMENT

(Franchising Entity to Complete)

Date submitted:

Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: August 10, 2016		
Applicant's Name: Michigan Bell Telephone Company d/b/a AT&T Michigan		
Address 1: 444 Michigan Avenue		
Address 2: Room 1670		Phone: 313.496.8162
City: Detroit	State: Michigan	Zip: 48226
Federal I.D. No. (FEIN): 38-0823930		

Company executive officers:

Name(s): Jim Murray
Title(s): President

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Yvette Collins or her designee(s)		
Title: Director - External Affairs		
Address: 444 Michigan Avenue, Room 1670, Detroit, Michigan 48226		
Phone: 313.496.8162	Fax: 313.496.9332	Email: m42325@att.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

Michigan Bell Telephone Company d/b/a AT&T Michigan
CONFIDENTIAL INFORMATION

SEE ATTACHED CONFIDENTIAL MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Confidential Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of AT&T wire centers or exchanges serving the Charter Township of Plymouth, and such boundaries are overlaid onto a map with the municipal boundaries of the Charter Township of Plymouth.

[**Option A:** for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[**Option B:** for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]


[**Option C:** for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

For All Applications:

***Verification
(Provider)***

I, Jim Murray, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Jim Murray, President	
Signature 	Date: August 10, 2016

(Franchising Entity)

Charter Township of Plymouth, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date

CONFIDENTIAL

ATTACHMENT A

Cover + 1 Page

MICHIGAN BELL TELEPHONE COMPANY
d/b/a AT&T MICHIGAN
**CONFIDENTIAL
INFORMATION**

Plymouth Township, Michigan
Description of AT&T Michigan Video Service Area Footprint:
The Entire Township of Plymouth

ATTACHMENT A TO ATTACHMENT 1 OF THE
VIDEO SERVICES FRANCHISE AGREEMENT
BETWEEN THE TOWNSHIP OF PLYMOUTH AND
MICHIGAN BELL TELEPHONE COMPANY
d/b/a AT&T MICHIGAN



- Legend**
- Roads
 - ▭ Municipal Boundary Lines
 - ▭ AT&T Michigan Wire Center Bounds

Note: The street names of certain municipal boundary lines may not appear.



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: September 13, 2016

ITEM:

Repeal of the Compensation Commission

PRESENTER: Trustee Mike Kelly

OTHER INDIVIDUALS IN ATTENDANCE:

EXECUTIVE SUMMARY:

Chapter 2, Article II of Ordinance No 1016 created a Compensation Commission. The commission is a five-member board appointed by the Township Board. Their terms are staggered from one to five years. Currently is the role of the Compensation Commission to recommend salaries for the Township elected officials.

The purpose of this proposal to repeal Chapter 2, Article II of Ordinance No 1016, Compensation Commission, and any and all amendments thereto.

BACKGROUND:

ACTION REQUESTED:

Approve the 1st Reading to repeal Chapter 2, Article II of Ordinance No 1016

BUDGET/TIME-LINE:

IMPLEMENTATION PLAN:

RECOMMENDATION:

MODEL RESOLUTION: I move to approve the first reading of the proposal to repeal Chapter 2, Article II of Ordinance No 1016 and any and all amendments thereto.

ATTACHMENTS:

ARTICLE 2: COMPENSATION COMMISSION

State Law Reference: M.C.L.A. § 41.95.

II-2.00. Title.

This ordinance shall be known and may be referred to as the Charter Township of Plymouth Elected Officials Compensation Commission Ordinance.

II-2.01. Implementation by resolution.

The Township Board may implement this ordinance by resolution including the date for convening the Commission.

II-2.02. Enabling legislation.

This ordinance is drafted and to be executed in strict compliance with Public Act 159 of the Public Acts of 1977, as amended, being M.C.L.A. §41.95.

II-2.03. Utilization to establish salaries of elected officials.

This ordinance shall be utilized to establish the salaries of elected officials in lieu of those salaries being determined by the officers composing the Township Board as provided in Public Act 159, Section 95(1) of 1977 (M.C.L.A. §41.95(1)).

II-2.04. Creation of commission; membership; appointment.

The Charter Township of Plymouth Elected Officials Compensation Commission is hereby created. The Commission shall determine the salary of each township elected official. The Commission shall consist of five members who are registered electors of the township, appointed by the Supervisor subject to confirmation by a majority of the members elected and serving on the Township Board.

II-2.05. Terms of office; appointment; filing of vacancies; ineligibility.

The terms of office for the Compensation Commission members shall be five years, except that of the members first appointed, one each shall be appointed for terms of one, two, three, four, and five years. The first members shall be appointed within 30 days after the effective date of the ordinance. Subsequent members shall be appointed within 30 days after a term expires or a vacancy occurs. Vacancies shall be filled for the remainder of an unexpired term. An officer or employee of a governmental agency or unit, or a member of the immediate family of an officer or employee of a governmental agency or unit, shall not be appointed to the Commission.

II-2.06. Salary determination; effective date; rejection; expenses.

The Commission shall determine the salary of each member of the Township Board. The determination of the Commission shall be the salary unless the Township Board by Resolution adopted by two-thirds of the members elected to and serving on the Board rejects the determination. The determination of the Commission shall be effective 30 days following filing of the determination with the Township Clerk unless rejected by the Township Board. If the determination is rejected, the existing salary(s) shall prevail. An expense allowance or reimbursement paid to elected officials in addition to salary shall be for expenses incurred in the course of township business and accounted for to the township.

II-2.07. Commission meetings; quorum; open meetings; notice; majority vote; chairperson; session days; expenses.

The Commission shall meet for not more than 15 session days in each odd numbered year and shall make its determination within 45 calendar days of its first meeting. A majority of the members of the Commission shall constitute a quorum for conducting the business of the Commission. The business that the Commission shall perform shall be conducted at a public meeting held in compliance with the Open Meetings Act, Public Act 267 of 1976, as amended, being M.C.L.A. §§ 15.261 to 15.275. Public notice of the date, time and place of a Commission meeting shall be given in the manner required by Public Act 267 of 1976, as amended. The Commission shall not take action or make a determination without the concurrence of a majority of the members appointed and serving on the Commission. The Commission shall elect a chairperson from among its members. As used in this section, "session days" means calendar days on which the Commission meets and a quorum is present. The members of the Commission shall not receive compensation, but shall be entitled to actual and necessary expenses incurred in the performance of official duties.

II-2.08. Referendum on this ordinance; election.

Not more than 60 days after the effective date of this ordinance, a petition for referendum on the ordinance may be filed with the Township Clerk containing the signatures of not less than 5% of the registered electors of the township on the effective date of the ordinance in which case the election shall be conducted in the same manner as an election on a resolution under Public Act 159, Subsection 3 of

1977 (M.C.L.A. § 41.95(3)). If a petition for referendum is filed, a determination of the Commission shall not be effective until the ordinance has been approved by the electors.

II-2.09. Salary decrease during term of office.

The salary of an elected township official shall not be decreased during the official's term of office.

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

ORDINANCE TO REPEAL

ORDINANCE NO. ____, AMENDMENT ____ TO ORDINANCE 1016

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CHARTER TOWNSHIP OF PLYMOUTH TO REPEAL CHAPTER 2, ARTICLE II OF ORDINANCE NO. 1016, COMPENSATION COMMISSION, AND ANY AND ALL AMENDMENTS THERETO; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

THE CHARTER TOWNSHIP OF PLYMOUTH ORDAINS:

Ordinance No. _____, Amendment ____ to Ordinance No. 1016, is hereby adopted to read as follows:

SECTION I. REPEAL OF ORDINANCE NO. ____.

Chapter 2, Article II of Ordinance No. 1016, Compensation Commission, and any and all amendments to Chapter 2, Article II of Ordinance No. 1016, is and are hereby repealed.

SECTION II. REPEAL.

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

SECTION III. SEVERABILITY.

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

SECTION IV. SAVINGS CLAUSE.

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

SECTION V. PUBLICATION.

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

SECTION VI. EFFECTIVE DATE.

This Ordinance shall take full force and effect upon publication.

CERTIFICATION

The foregoing Ordinance was duly adopted by the Township Board Trustees of the Charter Township of Plymouth at its regular meeting called and held on the _____ day of _____, 2016, and was ordered to be given publication in the manner required by law.

Nancy Conzelman, Clerk

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



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: September 13, 2016

ITEM:

Proposed 2017 Board of Trustee's Meeting Dates

PRESENTER: Supervisor Shannon Price

OTHER INDIVIDUALS IN ATTENDANCE:

EXECUTIVE SUMMARY:

Proposed dates for the 2017 Board of Trustee's meetings

BACKGROUND:

ACION REQUESTED:

Approve

BUDGET/TIME-LINE:

IMPLEMENTATION PLAN:

RECOMMENDATION:

MODEL RESOLUTION: I move to approve the 2017 Board of Trustee's Meeting dates as proposed.

ATTACHMENTS:

Plymouth Township Board of Trustees 2017 Meeting Schedule

Work Sessions	Regular Meetings
Tuesday, January 03, 2017	Tuesday, January 10, 2017
Tuesday, January 17, 2017	Tuesday, January 24, 2017
Tuesday, February 07, 2017	Tuesday, February 14, 2017
Tuesday, February 21, 2017	Tuesday, February 28, 2017
Tuesday, March 07, 2017	Tuesday, March 14, 2017
Tuesday, March 21, 2017	Tuesday, March 28, 2017
Tuesday, April 04, 2017	Tuesday, April 11, 2017
Tuesday, April 18, 2017	Tuesday, April 25, 2017
Tuesday, May 02, 2017	Tuesday, May 09, 2017
Tuesday, May 16, 2017	Tuesday, May 23, 2017
Tuesday, June 06, 2017	Tuesday, June 13, 2017
Tuesday, June 20, 2017	Tuesday, June 27, 2017
Wednesday, July 05, 2017	Tuesday, July 11, 2017
Tuesday, July 18, 2017	Tuesday, July 25, 2017
Tuesday, August 01, 2017	Tuesday, August 08, 2017
Tuesday, August 15, 2017	Tuesday, August 22, 2017
Tuesday, September 05, 2017	Tuesday, September 12, 2017
Tuesday, September 19, 2017	Tuesday, September 26, 2017
Tuesday, October 03, 2017	Tuesday, October 10, 2017
Tuesday, October 17, 2017	Tuesday, October 24, 2017
Tuesday, November 07, 2017	Tuesday, November 14, 2017
Tuesday, November 21, 2017	Tuesday, November 28, 2017
Tuesday, December 05, 2017	Tuesday, December 12, 2017
Tuesday, December 19, 2017	Tuesday, December 26, 2017

Work Sessions: first and third Tuesdays

Regular Meetings: second and fourth Tuesdays



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: September 13, 2016

ITEM:

Approve the agreement between the Charter Township of Plymouth and the Wayne County Treasurer regarding certain foreclosed property located on Five Mile and Ridge.

PRESENTER: Shannon G. Price

OTHER INDIVIDUALS IN ATTENDANCE:

BACKGROUND:

On September 22, 2011, the Township exercised its statutory Right of First Refusal pursuant to MCL 211.78m(1), and purchased certain foreclosed property from the Treasurer, for the amount of foreclosed taxes, interest, fees and costs totaling \$606,149.98 which became the subject of a lawsuit brought by the City of Detroit ("Detroit") against the County of Wayne, its Treasurer and the Township as Co-Defendants, under Wayne County Circuit Court Case No. 13-004635-CH, the purpose of which was to Quiet Title to a portion of the subject property in the name of Detroit.

On February 27, 2015 the Wayne County Circuit Court entered an Order Quieting Title to the disputed portion of the subject property in Detroit and on May 22, 2015 the said Court entered a Final Judgment which incorporated by reference the Quiet Title Order of February 27, 2015.

On June 10, 2015, the Township filed a Claim of Appeal with the Court of Appeals of the State of Michigan under No. 327843 and on January 12, 2016, the Court of Appeals issued its opinion, which affirmed the February 27, 2015 Order of the circuit court to Quiet Title to approximately 190 acres to Detroit (subdivided from foreclosed Parent Parcel, and now described as Parcel 78001990001703) and that the Township shall retain the remaining 133 acres of the subject parcel (subdivided from foreclosed Parent Parcel and now described as Parcel 78001990001704).

A dispute between the Treasurer and the Township regarding the adjustment of the foreclosed taxes on the foreclosed Parent Parcel since title for 190 acres was reinstated in Detroit and therefore, the Township only retained 133 acres but paid the Treasurer \$606,149.98 for the 323 acre Parent Parcel; and

In order to resolve the claims between the Treasurer and the Township in avoidance of potential litigation, and in furtherance of returning property to productive use, the Treasurer and Township have agreed to the following terms which shall govern the determination and payment of the

surplus proceeds to the Treasurer from the Township's disposition and/or development of the 133 acre Township Parcel:

- \$606,149.98
- Reasonable attorney fees spent by the Township in all related litigation and settlement negotiations involving the property identified in the recitals, including the appeals process (not to exceed \$135,000)
- The cost of any litigation or money judgment against Township due to a lawsuit filed by the City of Detroit or another third party, or any tax liability incurred by Township in connection with the property identified in the recitals
- All costs incurred by the Township relating to demolition, revocation, improvements, or infrastructure development involving the subject 133 acre parcel, and any other costs Township is entitled to retain, with any remaining excess amount from the sale proceeds to be remitted to the Wayne County Treasurer

ACTION REQUESTED:

Approval of the agreement between the Charter Township of Plymouth and the Wayne County Treasurer regarding certain foreclosed property located on Five Mile and Ridge.

BUDGET/ACCOUNT NUMBER:

RECOMMENDATION:

MODEL RESOLUTION: I move to approve the Agreement between the Charter Township of Plymouth and the Wayne County Treasurer City regarding certain property located on Five Mile and Ridge and authorize the Supervisor to sign the agreement.

ATTACHMENTS:

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Settlement Agreement") is entered into this 7th day of September, 2016, by and between Eric R. Sabree in his official capacity as Wayne County Treasurer (hereinafter referred to as "Treasurer"), and the Charter Township of Plymouth (hereafter referred to as "Township").

RECITALS

- i. On September 22, 2011, the Township exercised its statutory Right of First Refusal pursuant to MCL 211.78m(1), and purchased certain foreclosed property from the Treasurer, for the amount of foreclosed taxes, interest, fees and costs totaling \$606,149.98 which became the subject of a lawsuit brought by the City of Detroit ("Detroit") against the County of Wayne, its Treasurer and the Township as Co-Defendants, under Wayne County Circuit Court Case No. 13-004635-CH, the purpose of which was to Quiet Title to a portion of the subject property in the name of Detroit; and
- ii. On February 27, 2015 the Wayne County Circuit Court entered an Order Quieting Title to the disputed portion of the subject property in Detroit (Exhibit A-attached) and on May 22, 2015 the said Court entered a Final Judgment which incorporated by reference the Quiet Title Order of February 27, 2015, (Exhibit B-attached); and
- iii. On June 10, 2015, the Township filed a Claim of Appeal with the Court of Appeals of the State of Michigan under No. 327843 and on January 12, 2016, the Court of Appeals issued its opinion (Exhibit C-attached), which affirmed the February 27, 2015 Order of the circuit court to Quiet Title to approximately 190 acres to Detroit (subdivided from foreclosed Parent Parcel, and now described as Parcel 78001990001703) and that the Township shall retain the remaining 133

acres of the subject parcel (subdivided from foreclosed Parent Parcel and now described as Parcel 78001990001704); and

iv. Since the Township declared the Parent Parcel (78001990001000) delinquent when 2007 and 2008 property taxes were not paid by its owners, which included Detroit prior to the subdivision of said Parent Parcel, in March of 2010, the Township returned the delinquent Parent Parcel to the Treasurer for tax collection which remained unpaid and resulted in the foreclosure of the Parent Parcel on March 31, 2011 even after said Parcel was subdivided by the Township; and

v. A dispute has arisen between the Treasurer and the Township regarding the adjustment of the foreclosed taxes on the foreclosed Parent Parcel since title for 190 acres was reinstated in Detroit and therefore, the Township only retained 133 acres but paid the Treasurer \$606,149.98 for the 323 acre Parent Parcel; and

vi. In order to resolve the claims between the Treasurer and the Township in avoidance of potential litigation, and in furtherance of returning property to productive use, the Treasurer and Township have agreed to the following terms which shall govern the determination and payment of the surplus proceeds to the Treasurer from the Township's disposition and/or development of the 133 acre Township Parcel, pursuant to MCL 211.78m(1);

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Stipulations

A) If the Township sells, assigns, or transfers ownership of the subject 133 acre parcel ("property"), or any part thereof, either developed or undeveloped, for fair market

value, the Township shall be allowed to retain all of the following from the sale, assignment, or transfer:

1. \$606,149.98; and
2. Reasonable attorney fees spent by the Township in all related litigation and settlement negotiations involving the property identified in the recitals, including the appeals process (not to exceed \$135,000); and
3. The cost of any litigation or money judgment against Township due to a lawsuit filed by the City of Detroit or another third party, or any tax liability incurred by Township in connection with the property identified in the recitals; and
4. All costs incurred by the Township relating to demolition, revocation, improvements, or infrastructure development involving the subject 133 acre parcel, and any other costs Township is entitled to retain, with any remaining excess amount from the sale proceeds to be remitted to the Wayne County Treasurer pursuant to MCL 211.78m(1).

B) The Treasurer reserves the right to seek an audit of the reimbursable costs and the terms of the sale, assignment or transfer of ownership, at its own cost, within six (6) months of the Township selling, assigning, or transferring ownership of the subject 133 acre parcel or any part thereof. In the event of a dispute regarding reimbursable costs or a dispute arising out of the aforementioned audit, then pursuant to this Settlement Agreement, the parties shall submit the matter for binding arbitration through the offices of the American Arbitration Association.

II. Warranties

Each of the parties to this Settlement Agreement further represents and warrants the following:

- A. Each party has carefully read and reviewed with its attorneys, and knows and understands, the full contents of this Settlement Agreement; each party has received independent legal advice from its attorneys with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing the Settlement Agreement; and each party is voluntarily executing this Settlement Agreement upon the advice of that party's attorneys;
- B. No party has relied upon any statement, representation, admission, inducement, or promise of the other party, or any officer, agent, employee, representative, or attorney for the other party in executing this Settlement Agreement or in making the settlement provided for herein except as expressly stated in this Settlement Agreement;
- C. Each party to this Settlement Agreement has investigated the facts pertaining to the settlement and this Settlement Agreement and all matters pertaining thereto to the full extent it deems necessary for the purpose of executing this Settlement Agreement;
- D. No party has assigned or transferred to any other person or entity any of its claims, causes of action, or interests against any one or more of the entities or persons referenced in or benefited by this Settlement Agreement, including, without limitation, by way of subrogation; and
- E. Each party represents and warrants that it is authorized to enter into this Settlement Agreement and be bound by this Settlement Agreement.

III. No Admission and Release of Liability

The parties acknowledge that this Settlement Agreement is a compromise of disputed claims, and that nothing contained herein shall be construed as an admission of liability or wrongdoing on the part of any party.

In consideration for the valuable consideration described in the above Sections, and the promises, representations, and other consideration described herein, the parties as well as their respective successors and/or assigns hereby mutually release, remise, acquit and forever

discharge each other and their respective successors and/or assigns, agents, officers, political representatives, and employees from any and all causes of action, claims or demands whatsoever, whether in law or in equity and whether now known or hereafter discovered, arising from the facts and circumstances that were or could have been litigated arising from the subject transactions between the parties, including related taxes, unless otherwise reserved by the Stipulations in Section I.

IV. Choice of Law and Forum

This Settlement Agreement shall be governed by the laws of the State of Michigan without reference to its choice-of-law principles. The parties agree that any and all disputes arising under this Settlement Agreement or related to its interpretation, enforcement, or implementation shall be brought exclusively in the Circuit Court for the County of Wayne, State of Michigan, except as provided in Paragraph 1(B) of this Settlement Agreement.

V. Amendments

No supplement, amendments, or modification of this Settlement Agreement shall be binding unless executed in writing and signed by all parties hereto.

VI. Construction

The parties agree that this Settlement Agreement has been drafted by all parties and will not be construed against any particular party.

VII. Entire Agreement

This Settlement Agreement supersedes and merges any and all prior agreements, promises, understandings, statements, representations, warranties, indemnities, covenants and agreements between the parties hereto related to the subject matter of this Settlement Agreement and embodies the complete and entire agreement with respect to the subject matter hereof. No

statements or agreements, oral or written, made before the signing of this Settlement Agreement shall vary or modify the written terms hereof in any way whatsoever.

VIII. Counterparts

This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A facsimile copy of the executed Agreement shall be treated as an original.

IX. Headings

The headings contained in this Settlement Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Settlement Agreement.

X. Binding Effect

This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns, except as otherwise expressly provided herein.

IN WITNESS WHEREOF, the parties have executed this Release and Settlement Agreement on the date indicated below its signature.

THE WAYNE COUNTY TREASURER

Date: 9/7/2016

By: [Signature]

Its: TREASURER

THE CHARTER TOWNSHIP OF PLYMOUTH

Date: _____

By: _____

Its: _____

EXHIBIT

A

STATE OF MICHIGAN
IN THE WAYNE COUNTY CIRCUIT COURT

CITY OF DETROIT,
a Michigan Municipal Corporation,

CASE NO. 13-004635-CH

Plaintiff,

HON.: ROBERT J. COLOMBO, JR.

v.

WAYNE COUNTY and RAYMOND J. WOJTOWICZ
in his capacity as WAYNE COUNTY TREASURER,
and the CHARTER TOWNSHIP OF PLYMOUTH,
a Michigan Municipal Corporation

Defendants.

13-004635-CH
FILED IN MY OFFICE
WAYNE COUNTY CLERK
3/3/2015 8:23:36 AM
CATHY M. GARRETT
/s/ Rebecca Miller

ORDER QUIETING TITLE IN PLAINTIFF CITY OF DETROIT

At a session of said Court held in the
Coleman A. Young Municipal Center
Wayne County, State of Michigan
on: February 27, 2015

Plaintiff, City of Detroit (City), and defendant, Charter Township of Plymouth (Plymouth Township), each filed a motion for summary disposition on the City's claim that title to the property that is the subject of this lawsuit (Subject Property, the legal description of which is set out below), should be quieted in the City of Detroit. Wayne County and the Wayne County Treasurer joined in Plymouth Township's motion for summary disposition. The Court states the following background for clarity in the record title of the Subject Property and related parcels,

1. The Subject Property which is the subject of this lawsuit (legal description below, approximately 190 acres in size) was originally part of a larger parcel of property owned by the City and referred to in this Order as the Parent Parcel. The Parent Parcel was approximately 323 acres in size and was assigned Property Identification Number

78-001-99-0001-000.

2. In 2006, the City sold to a third party (Demco) a portion of the Parent Parcel consisting of approximately 133 acres (the "Demco Parcel," later assigned Property Identification Number 78-001-99-0001-704).
3. The City retained title to the 190 acre Subject Property, which was subsequently assigned Property Identification Number 78-001-99-0001-703. The legal description of the Subject Property is:

A parcel of land in the north 1/2 of Section 19, Town 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan and being more specifically described as: commencing at the northeast corner of said Section 19; thence S 88°31'33" W 1284.22 feet along the north line of said Section 19 and the centerline of Five Mile Road to an intermediate traverse line of the centerline of Johnson Creek for the Point of Beginning; thence S 38°58'31" W 1499.20 feet along the intermediate traverse line of Johnson Creek; thence S 25°39'34" W 1692.40 feet along the intermediate traverse line of Johnson Creek to the east and west 1/4 line of said Section 19; thence S 88°36'35" W 2409.40 feet along the east and west 1/4 line of said Section 19 to the west line of said Section 19; thence N 00°00'22" E 2645.36 feet along the west line of said Section 19 to the north line of said Section 19 and the centerline of Five Mile Road; thence N 88°32'48" E 2726.55 feet along the north line of said Section 19 and the centerline of Five Mile Road to the north and south 1/4 line of said Section 19; thence N 88°31'33" E 1359.00 feet along the north line of said Section 19 and the centerline of Five Mile Road to the Point of Beginning; containing 190.57 acres of land, more or less, subject to public highways and public rights of way. Subject to the rights of the public in the existing right of way of Five Mile Road, a/k/a Phoenix and Napier Roads, Property Identification Number 78-001-99-0001-703.

4. In 2010, the Wayne County Treasurer initiated a foreclosure action with respect to the Parent Parcel for non-payment of taxes. A judgment of foreclosure was entered on March 30, 2011, and Notice of Judgment of Foreclosure was recorded by the Wayne County Register of Deeds at Liber 49358, Page 222-222.

5. Following the foreclosure, Plymouth Township purchased the Parent Parcel from the Wayne County Treasurer for back taxes.

6. In 2013, the City initiated this lawsuit asking that the Court quiet title to the Subject Property in the City of Detroit.

The Court having reviewed the parties' submissions, and the Court being otherwise fully advised, and for the reasons stated on the record, the Court orders that Plymouth Township's motion for summary disposition is denied and the City's motion for summary disposition is granted. It is further ordered as follows:

1. The Judgment of Foreclosure of the Parent Parcel is vacated and set aside, but only as to the Subject Property and not as to the Demco Parcel.
2. Title to the Subject Property is quieted in the City of Detroit, and all right, title and interest to the Subject Property is vested in the City in fee simple.
3. The City may record this order with the Wayne County Register of Deeds.

This is not a final order and does not close the case.

/s/ Robert J. Colombo, Jr.

HON.: ROBERT J. COLOMBO, JR.

DATED: 3/2/2015 _____

EXHIBIT B

STATE OF MICHIGAN
IN THE WAYNE COUNTY CIRCUIT COURT

CITY OF DETROIT,
a Michigan Municipal Corporation,

CASE NO. 13-004635-CH

Plaintiff,

HON.: ROBERT J. COLOMBO, JR.

v.

WAYNE COUNTY and RAYMOND J. WOJTOWICZ
in his capacity as WAYNE COUNTY TREASURER,
and the CHARTER TOWNSHIP OF PLYMOUTH,
a Michigan Municipal Corporation

Defendants.

13-004635-CH

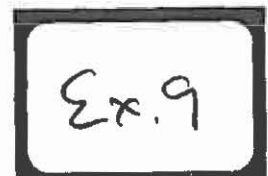
FILED IN MY OFFICE
WAYNE COUNTY CLERK
5/26/2015 8:29:20 AM
CATHY M. GARRETT
Matthew Johnson

FINAL JUDGMENT

At a session of said Court held in the
Coleman A. Young Municipal Center
Wayne County, State of Michigan
on: 5/22/2015

A. Plaintiff, City of Detroit (City) brought this lawsuit to quiet title in a parcel of real property located in Plymouth Township. The property in question, referred to as the Subject Property, is approximately 190 acres in size, and has been assigned Property Identification Number 78-001-99-0001-703. The legal description of the Subject Property is:

A parcel of land in the north 1/2 of Section 19, Town 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan and being more specifically described as: commencing at the northeast corner of said Section 19; thence S 88°31'33"W 1284.22 feet along the north line of said Section 19 and the centerline of Five Mile Road to an intermediate traverse line of the centerline of Johnson Creek for the Point of Beginning; thence S 38°58'31" W 1499.20 feet along the intermediate traverse line of Johnson Creek; thence S 25°39'34" W 1692.40 feet along



the intermediate traverse line of Johnson Creek to the east and west 1/4 line of said Section 19; thence S 88°36'35" W 2409.40 feet along the east and west 1/4 line of said Section 19 to the west line of said Section 19; thence N 00°00'22" E 2645.36 feet along the west line of said Section 19 to the north line of said Section 19 and the centerline of Five Mile Road; thence N 88°32'48" E 2726.55 feet along the north line of said Section 19 and the centerline of Five Mile Road to the north and south 1/4 line of said Section 19; thence N 88°31'33" E 1359.00 feet along the north line of said Section 19 and the centerline of Five Mile Road to the Point of Beginning; containing 190.57 acres of land, more or less, subject to public highways and public rights of way. Subject to the rights of the public in the existing right of way of Five Mile Road, a/k/a Phoenix and Napier Roads, Property Identification Number 78-001-99-0001-703.

- B. On March 2, 2015, following the filings of cross motions for summary disposition, the Court entered its Order Quietting Title in Plaintiff City of Detroit. That order disposed of both the City's complaint and Plymouth Township's counter-claim.
- C. However, the March 2, 2015 Order was not final because it did not dispose of certain claims, relating to the subject of this litigation, that Plymouth Township had filed against the City of Detroit in connection with the City's chapter 9 bankruptcy filing. See *In re City of Detroit Michigan*, United States Bankruptcy Court, Eastern District of Michigan, case number 13-53846-SWR. Specifically, Plymouth Township filed the following claims in the City's bankruptcy proceeding: Claim 24-1 Claim 25-1 Claim 26-1 (collectively, the "Bankruptcy Claims").
- D. Plymouth Township was obligated to liquidate those claims for bankruptcy purposes in this proceeding, pursuant to the Bankruptcy Court's ADR Order (DE 2302) and a Stay Modification Notice filed by the City pursuant to the ADR Order.
- E. The City filed a summary disposition motion seeking to liquidate the Township's bankruptcy claims. Plymouth Township has now agreed to withdraw the Bankruptcy

Claims with prejudice.

Now, therefore, it is ordered as follows:

1. The March 2, 2015 Order Quieting Title in Plaintiff City of Detroit is incorporated by reference in its entirety in this Final Judgment. As set forth therein, title to the Subject Property is quieted in the City of Detroit, and all right, title and interest to the Subject Property is vested in the City in fee simple.
2. For the avoidance of doubt, the Court's March 2, 2015 Order disposed of Plymouth Township's counter-claim, and the counter-claim is dismissed with prejudice.
3. To effectuate the dismissal of Plymouth Township's Bankruptcy Claims, the Township has, prior to entry of this Judgment, provided to the City a notice of withdrawal with prejudice of the Bankruptcy Claims. The City is authorized to file the notice with the Bankruptcy Court.
4. The City may record this order with the Wayne County Register of Deeds.

THIS IS A FINAL ORDER AND CLOSES THE CASE.

/s/ Robert J. Colombo, Jr.

HON.: ROBERT J. COLOMBO, JR.
13-004635-CH

DATED: 5/22/2015

EXHIBIT C

STATE OF MICHIGAN
COURT OF APPEALS

CITY OF DETROIT,

Plaintiff-Appellee,

v

CHARTER TOWNSHIP OF PLYMOUTH,

Defendant-Appellant,

and

COUNTY OF WAYNE and WAYNE COUNTY
TREASURER,

Defendants.

UNPUBLISHED

January 12, 2016

No. 327843

Wayne Circuit Court

LC No. 13-004635-CH

Before: TALBOT, C.J., and CAVANAGH and K. F. KELLY, JJ.

PER CURIAM.

Defendant, Charter Township of Plymouth (Plymouth), appeals as of right the trial court's final judgment, which partially vacated a judgment of foreclosure and quieted title to the subject property of the foreclosure at issue in this matter in its prior owner, plaintiff, City of Detroit (Detroit). We affirm.

I. FACTUAL BACKGROUND

This case arises out of Detroit's action to quiet title to a 190-acre parcel of vacant real property (the subject property) located in Plymouth, which was formerly part of a 323-acre parcel (the parent parcel) that once housed the Detroit House of Corrections. Detroit duly paid the property taxes for the parent parcel from 1994 through 2006. In June 2006, it sold a 133-acre parcel (the Demco parcel) to Demco 54, LLC (Demco) for \$3,089,350, thereby effectively dividing the parent parcel into two parcels. After the sale, in 2007 and 2008, neither Detroit nor Demco paid the property taxes for any portion of the parent parcel. Thus, on April 23, 2010, the Wayne County Treasurer (the Treasurer) recorded a Certificate of Forfeiture for the parent parcel, and shortly thereafter it filed a petition seeking judicial foreclosure. Despite the Treasurer's attempts to notify it, Detroit never received notice of the foreclosure proceedings. Eventually, the Treasurer was granted a judgment of foreclosure, a notice of which was recorded.

Plymouth later purchased the entire parent parcel from the Treasurer for roughly the same amount as Detroit's unpaid taxes, which was only a fraction of the property's actual value.

After learning of the foreclosure, Detroit instituted the instant action to quiet title to the subject property. The parties filed cross-motions for summary disposition. After considering the matter, the trial court decided that the Treasurer's attempts to notify Detroit of the foreclosure proceedings were insufficient to comport with the requirements of due process. The trial court further held that, as property owned by a municipality, the subject property was exempt from forfeiture under the General Property Tax Act (GPTA), MCL 211.1, *et seq.* Therefore, the trial court granted Detroit summary disposition pursuant to MCR 2.116(C)(10), subsequently entering its final judgment that partially vacated the judgment of foreclosure, as to the subject property only, and quieted title to the subject property in Detroit.

Plymouth raises several claims of error on appeal. First, it argues that the trial court lacked subject-matter jurisdiction over this matter because Detroit failed to timely appeal from the foreclosure judgment, redeem the property, or seek cancellation of the foreclosure pursuant to MCL 211.78k(9). We disagree.

As a threshold matter, Plymouth's argument challenging the subject matter jurisdiction of the trial court is contained in its reply brief, not its principal appellate brief, which is improper under MCR 7.212(G) ("Reply briefs must be confined to rebuttal of the arguments in the appellee's or cross-appellee's brief"). Thus, ordinarily we would refuse to consider this improperly raised issue. See, e.g., *Kinder Morgan Mich, LLC v City of Jackson*, 277 Mich App 159, 174; 744 NW2d 184 (2007). However, since "[s]ubject-matter jurisdiction cannot be waived and can be raised at any time by any party or the court," *In re Contempt of Dorsey*, 306 Mich App 571, 581; 858 NW2d 84 (2014), we nevertheless reach the substantive merits of Plymouth's jurisdictional challenge. See also *Bezeau v Palace Sports & Entertainment, Inc*, 487 Mich 455, 479 n 2; 795 NW2d 797 (2010) (YOUNG J., dissenting) ("[S]ubject matter jurisdiction may be challenged at any time, even if raised for the first time on appeal.").

"Questions surrounding subject-matter jurisdiction present questions of law and are reviewed de novo." *Dorsey*, 306 Mich App at 581. Likewise, "issues of constitutional and statutory construction" are legal questions reviewed de novo. *In re Petition by Wayne Co Treasurer for Foreclosure*, 478 Mich 1, 6; 732 NW2d 458 (2007) (*Perfecting Church*).

In support of its argument, Plymouth cites *Perfecting Church*, which construed a former version of the pertinent statutory provision, MCL 211.78k(6), and also evaluated the constitutionality of that provision. *Id.* at 6-11. In pertinent part, MCL 211.78k(6) provides:

[F]ee simple title to property set forth in a petition for foreclosure filed under section 78h [MCL 211.78h] on which forfeited delinquent taxes, interest, penalties, and fees are not paid on or before the March 31 immediately succeeding the entry of a judgment foreclosing the property under this section, or in a contested case within 21 days of the entry of a judgment foreclosing the property under this section, *shall vest absolutely in the foreclosing governmental unit, and the foreclosing governmental unit shall have absolute title to the property.* . . . The foreclosing governmental unit's title is not subject to any recorded or

unrecorded lien *and shall not be stayed or held invalid* except as provided in subsection (7) [governing appeals from such foreclosure judgments] or (9) [providing a procedure by which the “foreclosing governmental unit may cancel the foreclosure”]. [MCL 211.78k(6), (7), and (9); emphasis added.]

The former version of MCL 211.78k(6) construed in *Perfecting Church* did not contain the “on or before the March 31 immediately succeeding the entry of a judgment foreclosing the property under this section” language. 2006 PA 611; *Perfecting Church*, 478 Mich at 7. Thus, under that former version, the property owner had 21 days to either “redeem the property or appeal the judgment of foreclosure[.]” *Id.* at 8. The *Perfecting Church* Court ultimately construed MCL 211.78k(6) to mean that, “[i]f a property owner does not redeem the property or appeal the judgment of foreclosure within 21 days, then MCL 211.78k(6) *deprives the circuit court of jurisdiction to alter the judgment of foreclosure*,” thereby permitting “a foreclosing governmental unit to ignore completely the mandatory notice provisions of the GPTA, seize absolute title to a taxpayer’s property, and sell the property, leaving the circuit court impotent to provide a remedy for the blatant deprivation of due process.” *Id.* at 8, 10 (emphasis added). Hence, the plain language of the provision is “patently unconstitutional” as applied “in cases where the foreclosing entity fails to provide constitutionally adequate notice[.]” *Id.* Since “the Legislature cannot create a statutory regime that allows for constitutional violations with no recourse,” the *Perfecting Church* Court held “that portion of the statute purporting to limit the circuit court’s jurisdiction to modify judgments of foreclosure is unconstitutional and unenforceable as applied to property owners who are denied due process.” *Id.* at 10-11.

Plymouth argues that, under the *Perfecting Church* construction of MCL 211.78k(6), the trial court lacked subject-matter jurisdiction to decide this matter. Plymouth fails to recognize that there is a fundamental difference between, on the one hand, whether the trial court had subject-matter jurisdiction to modify the foreclosure judgment under MCL 211.78k(6), and, on the other hand, whether the circuit had subject-matter jurisdiction to hear and decide this matter at all. “Generally, subject-matter jurisdiction is defined as a court’s power to hear and determine a cause or matter.” *Dorsey*, 306 Mich App at 581. “More specifically, subject-matter jurisdiction is the deciding body’s authority to try a case of the kind or character pending before it, *regardless of the particular facts of the case*.” *Id.* (emphasis added). The circuit court is “a court of general equity jurisdiction,” with the power to issue declaratory rulings, including declaratory rulings regarding the constitutionality of laws. *Universal Am-Can Ltd v Attorney General*, 197 Mich App 34, 37; 494 NW2d 787 (1992). Hence, even if Plymouth is correct that it complied with all of the GPTA’s statutory notice provisions, and that it also provided constitutionally adequate notice of the foreclosure to Detroit, the trial court nevertheless had subject-matter jurisdiction to hear and decide this matter. Whether its decision was erroneous, i.e., whether the trial court incorrectly determined that Plymouth gave insufficient notice to comport with due process, does not impact the court’s original subject-matter jurisdiction over this action. See *Clohset v No Name Corp (On Remand)*, 302 Mich App 550, 562; 840 NW2d 375 (2013) (“[O]nce a court acquires jurisdiction, unless the matter is properly removed or dismissed, that court is charged with the duty to render a final decision on the merits of the case, resolving the dispute, with the entry of an enforceable judgment.”).

Plymouth next argues that the trial court erred by concluding that the Treasurer's attempts to notify Detroit of the foreclosure proceedings were insufficient to comport with the constitutional demands of procedural due process. We disagree.

This Court reviews de novo both a trial court's decision on a motion for summary disposition and its constitutional determination of whether due process was afforded to a party. *Elba Twp v Gratiot Co Drain Comm'r*, 493 Mich 265, 277; 831 NW2d 204 (2013). "Questions of statutory interpretation are also reviewed de novo." *Id.* at 278.

"[A] party's knowledge of a tax delinquency does not equate to notice of a foreclosure proceeding." *Ligon v City of Detroit*, 276 Mich App 120, 126; 739 NW2d 900 (2007). Pursuant to the Due Process Clauses of the Michigan and United States Constitutions, "[p]roceedings that seek to take property from its owner must comport with due process." *Sidun v Wayne Co Treasurer*, 481 Mich 503, 509; 751 NW2d 453 (2008). "The notice provisions of the GPTA seek to fulfill [the] obligation" of affording due process to property owners before depriving them of their property. *Id.* at 512. "When there are multiple owners of a piece of property, due process entitles each owner to notice of foreclosure proceedings." *Id.*

In pertinent part, MCL 211.78i(1) provides:

Not later than May 1 immediately succeeding the forfeiture of property . . . the foreclosing governmental unit shall initiate a search of records identified in subsection (6) [tax records and land title records] to identify the owners of a property interest in the property who are entitled to notice under this section. . . .

After identifying such parties, the foreclosing governmental unit "must send notice by certified mail to those owners at 'the address reasonably calculated to apprise those owners' of the foreclosure proceedings. MCL 211.78i(2)." *Sidun*, 481 Mich at 512-513. If the foreclosing governmental unit "is unable to ascertain the address reasonably calculated to apprise the owners . . . entitled to notice under this section," notice by publication can be substituted, consisting of a notice "published for 3 successive weeks, once each week, in a newspaper published and circulated in the county in which the property is located, if there is one." MCL 211.78i(5).

Plymouth argues that the Treasurer complied with the provisions of MCL 211.78i by sending notice to Detroit, via certified mail, at an address reasonably calculated to apprise Detroit of the foreclosure proceedings, thereby satisfying MCL 211.78i(2). Plymouth's argument ignores the fact that Detroit is not an individual whose address might fluctuate. It is one of our nation's largest metropolitan cities, with readily discernible addresses for its various departments that are a matter of public record. Indeed, in announcing presumptively reasonable steps to ascertain a property owner's address, MCL 211.78i(2) contemplates this inherent difference between individuals and other entities, listing different "reasonable steps" based on the identity of the property owner:

(a) For an individual, a search of the records of the probate court for the county in which the property is located.

(b) For an individual, a search of the qualified voter file established under section 509o of the Michigan election law, 1954 PA 116, MCL 168.509o, which is authorized by this subdivision.

(c) For a partnership, a search of partnership records filed with the county clerk.

(d) For a business entity other than a partnership, a search of business entity records filed with the department of labor and economic growth. [MCL 211.78i(2).]

Although the above provision does not specify what steps should be taken to ascertain the address of a municipality entitled to notice, MCR 2.105(G)(2) provides that, in a civil matter, a city may be served by service “made on ‘the mayor, the city clerk, or the city attorney of a city.’” *McLean v Dearborn*, 302 Mich App 68, 78; 836 NW2d 916 (2013).

While MCR 2.105(G)(2) may not be controlling over the instant inquiry, it is certainly instructive about what reasonable steps the Treasurer might have taken to locate an address calculated to apprise Detroit of the foreclosure proceedings. The Treasurer is located within the same county as Detroit, which is that county’s largest city. With a modicum of effort—particularly in this digital era where information is so freely available—the Treasurer could have ascertained the address for Detroit’s mayor, its city clerk, its city council, its legal department, or its planning and development department. Indeed, the address of the attorney who drafted Detroit’s quit claim deed, by which it severed the Demco parcel from the parent parcel, was a matter of public record because, as is legally required for recordation of a deed, MCL 565.201a, the drafting attorney’s address appeared on the recorded quit claim deed. Nevertheless, the Treasurer either failed to discover the above addresses or failed to send notice of the foreclosure to those addresses. Instead, it sent the foreclosure notice to the city’s planning and development department at an address where that department was not located, further failing to specify a room or suite number for that department within the massive office building to which the Treasurer mistakenly sent the notice. Thus, the Treasurer failed to abide by the GPTA notice provisions in MCL 211.78i; it did not take steps to ascertain an address reasonably calculated to apprise Detroit of the pending foreclosure proceedings.

However, because the GPTA’s notice provisions generally “provide more notice than is required to satisfy due process,” strict compliance with those provisions is unnecessary to provide adequate notice to satisfy due process. *Perfecting Church*, 478 Mich at 10 n 19. Thus, the fact that the Treasurer failed to comply with the GPTA’s notice provisions is not necessarily fatal to Plymouth’s argument. If the Treasurer’s actions nevertheless provided Detroit with adequate notice to satisfy due process, technical violations of the GPTA’s notice provisions are immaterial. See *id.*

“[D]ue process is flexible and calls for such procedural protections as the particular situation demands.” *Morrissey v Brewer*, 408 US 471, 481; 92 S Ct 2593; 33 L Ed 2d 484 (1972).

A fundamental requirement of due process in such proceedings is “notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v Central Hanover Bank & Trust Co*, 339 US 306, 314; 70 S Ct 652, 94 L Ed 865 (1950). Interested parties are “entitled to have the [government] employ such means ‘as one desirous of actually informing [them] might reasonably adopt’ to notify [them] of the pendency of the proceedings.” *Dow v Michigan*, 396 Mich 192; 240 NW2d 450 (1976), quoting *Mullane*, [339 US at 315]. That is, the means employed to notify interested parties must be more than a mere gesture; they must be means that one who actually desires to inform the interested parties might reasonably employ to accomplish actual notice. *Mullane*, [339 US at 315]. However, “[d]ue process does not require that a property owner receive actual notice before the government may take his property.” *Jones v Flowers*, 547 US 220, 226; 126 S Ct 1708; 164 L Ed 2d 415 (2006)]. [*Sidun*, 481 Mich at 509 (alterations to citations added, other alterations in original).]

Therefore, the reasonableness of the steps taken to notify a property owner of foreclosure varies “depending on what information the government had” at the time it sought to notify the property owner. *Sidun*, 481 Mich at 510 (discussing *Mullane*, 339 US at 309-310). When providing notice by mail, “[t]he government must consider unique information about an intended recipient regardless of whether a statutory scheme is reasonably calculated to provide notice in the ordinary case.” *Jones*, 547 US at 230. Moreover, when the government learns that notice sent by mail was unsuccessful, it must take whatever additional steps to notify the property owner are reasonable and practicable under the circumstances. *Id.* at 234. “What steps are reasonable in response to new information depends upon what the new information reveals.” *Id.*

When deciding what process is due under a given set of facts, our Courts generally apply the three-prong balancing test described by the United States Supreme Court in *Mathews v Eldridge*, 424 US 319; 96 S Ct 893; 47 L Ed 2d 18 (1976). See, e.g., *Bonner v City of Brighton*, 495 Mich 209, 235; 848 NW2d 380 (2014).

[I]dentification of the specific dictates of due process generally requires consideration of three distinct factors: First, the private interest that will be affected by the official action; second, the risk of an erroneous deprivation of such interest through the procedures used, and the probable value, if any, of additional or substitute procedural safeguards; and finally, the Government’s interest, including the function involved and the fiscal and administrative burdens that the additional or substitute procedural requirement would entail. [*Mathews*, 424 US at 335.]

Several circumstances in the instant matter are markedly different from those likely found in the average tax foreclosure. First, the subject property is a large parcel of vacant land that is valued, for tax purposes, at well over \$16 million. Thus, Detroit’s proprietary interest is highly significant under the first prong of *Mathews*.

Secondly, the owner of the subject property is the largest city not only in Wayne County but in the state of Michigan. Accordingly, under *Mathews*, there is governmental interest on both sides of this matter, not just in favor of the Treasurer's actions. Moreover, notice by posting was unlikely to notify Detroit, as it might an individual property owner, particularly when the notice was posted on a vacant property in a different municipality. Similarly, the publication of a foreclosure notice in the Detroit Free Press was unlikely to actually notify Detroit of the pending proceedings. Notably, despite the fact that it was published the year *after* the parent parcel was divided into two separate parcels—each with its own tax identification number—the foreclosure notice listed only the parent parcel's tax identification number and a perplexing property address of "00000 Five Mile." Consequently, even if Detroit's employees were aware of the notice, it would not have reasonably drawn their attention to the *subject property*, which had a different tax identification number than that listed in the published foreclosure notice.

Third, as discussed further *infra*, such municipally owned property, while not automatically exempt from *taxation* under the GPTA, is exempt from forfeiture and foreclosure for unpaid taxes. MCL 211.78g(1). As a result, the Treasurer's failure to notify Detroit created a very high risk that the property would be erroneously forfeited, which it later was. Had Detroit been notified of the proceedings, it could have objected to the foreclosure on grounds that the property was not subject to forfeiture, thereby avoiding the erroneous deprivation of the subject property altogether. Likewise, the governmental interests at stake in this case are best served by avoiding such erroneous deprivations of governmental property. Because of the erroneous deprivation, the parties are embroiled in costly, time-consuming litigation, during which the subject property cannot be developed or used for a public purpose by Detroit or Plymouth. All of these undesirable results, and the accompanying expenditure of public resources, could have been avoided if Detroit had been afforded an opportunity to appear and object in the initial foreclosure proceedings.

Ultimately, viewed through the paradigmatic lens of the *Mathews* test, the Treasurer's attempts to notify Detroit of the foreclosure were insufficient to satisfy due process. Despite the relative ease with which it could have provided Detroit with notice of the foreclosure proceedings on Detroit's multi-million dollar property, the Treasurer failed to do so. Instead, it blindly attempted to follow the notice procedures delineated by the GPTA, with which it also failed to comply. As a large, bureaucratic entity, the Treasurer's actions may be understandable and, in many cases, the same actions might have provided the property owner with adequate notice to satisfy due process. But such actions were inadequate to comport with due process under the unique circumstances at bar here.

Next, Plymouth contends that, by promulgating bulletins that list the reasons for which a parcel must be withheld from tax forfeiture under MCL 211.78g(1), the Michigan State Tax Commission (STC) is engaged in quasi-judicial statutory interpretation, further arguing that this Court should correct the STC's erroneous interpretation of the GPTA. We disagree.

The proper interpretation of a statute or administrative rule is a question of law reviewed *de novo*. *City of Romulus v Mich Dep't of Environmental Quality*, 260 Mich App 54, 64; 678 NW2d 444 (2003). Constitutional questions are also reviewed *de novo*. *Perfecting Church*, 478 Mich at 6.

“[T]he Michigan Constitution specifically recognizes administrative agencies,” further providing “for judicial review of administrative decisions[.]” *In re Complaint of Rovas*, 482 Mich 90, 99; 754 NW2d 259 (2008). A reviewing court must remain cognizant that administrative agencies engage in several constitutionally distinct functions, each of which is subject to its own standard of review. *Id.* at 108-109.

“Simply put, legislative power is the power to make laws.” *Id.* at 98. “While administrative agencies have what have been described as ‘quasi-legislative’ powers, such as rulemaking authority, these agencies cannot exercise legislative power by creating law or changing the laws enacted by the Legislature.” *Id.* Thus, for an administrative agency to properly exercise rulemaking power, the Legislature must have “properly delegated authority to the agency to promulgate the rule at issue.” *Id.* at 101. The constitutionality of the Legislature’s delegation of rulemaking authority to an administrative agency is a question of law this Court reviews de novo. *Id.* “If the Legislature has properly delegated the rulemaking authority, then the only question . . . is whether the agency has exceeded its authority granted by the statute.” *Id.* (quotation marks and citation omitted).

Administrative agencies also exercise what is sometimes referred to as “quasi-judicial” power to hear and decide certain contested cases, but “such power is limited and is not an exercise of constitutional ‘judicial power.’ ” *Id.* at 98-99. In such instances, an administrative agency may interpret statutory provisions. *Id.* An administrative agency’s statutory interpretation is reviewed under the standard first enunciated in *Boyer-Campbell Co v Fry*, 271 Mich 282; 260 NW 165 (1935):

[T]he construction given to a statute by those charged with the duty of executing it is always entitled to the most respectful consideration and ought not to be overruled without cogent reasons. However, these are not binding on the courts, and [w]hile not controlling, the practical construction given to doubtful or obscure laws in their administration by public officers and departments with a duty to perform under them is taken note of by the courts as an aiding element to be given weight in construing such laws and is sometimes deferred to when not in conflict with the indicated spirit and purpose of the legislature. [*Rovas*, 482 Mich at 101, 108 (second alteration in original), quoting *Boyer-Campbell*, 271 Mich at 296-297 (quotation marks and citations omitted).]

“Respectful consideration” of an agency’s statutory interpretation is not akin to “deference,” at least as that “term is commonly used in appellate decisions” today. *Rovas*, 482 Mich at 108. While an agency’s interpretation can be a helpful aid in construing a statutory provision with a “doubtful or obscure” meaning, our courts are responsible for finally deciding whether an agency’s interpretation is erroneous under traditional rules of statutory construction. *Id.* at 103, 108-109.

The administrative action at issue here is the promulgation of STC Bulletin 10 of 2010, which was the STC bulletin in effect at the time of the foreclosure proceedings on the subject property. In pertinent part, that bulletin states:

The purpose of this Bulletin is to comply with the requirements of MCL 211.78g(1) which indicates in part:

A county treasurer shall withhold a parcel of property from forfeiture for any reason determined by the state tax commission. The procedure for withholding a parcel of property from forfeiture under this subsection shall be determined by the state tax commission.

The State Tax Commission has determined the following are reasons to withhold a property from forfeiture:

* * *

2. *A property owned by the U.S. Government, the State of Michigan, a County, a City, a Village or a Township shall be withheld from forfeiture.*

Plymouth does not argue that MCL 211.78g(1) is an unconstitutional delegation of rulemaking authority or that the STC was acting outside of the authority delegated to it. Hence, Plymouth has abandoned any such arguments, see *In re Mich Consol Gas Co's Compliance*, 294 Mich App 119; 818 NW2d 354 (2011) ("It is not sufficient for a party simply to announce a position or assert an error and then leave it up to the appellate court to discover and rationalize the basis for his claims, or unravel and elaborate for him his arguments, and then search for authority either to sustain or reject his position; failure to brief a question on appeal is tantamount to abandoning it."), and it would be inappropriate for this Court to nevertheless reach the constitutional issue, see *In re MS*, 291 Mich App 439, 442; 805 NW2d 460 (2011) ("[W]e will not address constitutional issues when, as here, we can resolve an appeal on alternative grounds."). Instead, Plymouth contends that the STC's determination that *all* municipally owned property should be exempt from forfeiture under MCL 211.78g(1) is a quasi-judicial determination based on an erroneous interpretation of the GPTA.

Plymouth's argument is unconvincing for three primary reasons. First, it conflates the meaning of "forfeiture" and "foreclosure" as those terms are used in the GPTA. "[F]orfeiture is not the same as foreclosure." *In re Petition of Wayne Co Treasurer for Foreclosure*, 286 Mich App 108, 112 n 2; 777 NW2d 507 (2009). After a property is forfeited to the Treasurer under MCL 211.78g(1), "a subsequent foreclosure judgment is necessary for the [T]reasurer to obtain possession." *Id.*

Secondly, Plymouth confuses exemption from *taxation*, under MCL 211.7m, with exemption from *forfeiture*, under MCL 211.78g(1). The two are not identical. While the former provision provides tax exemption to publicly owned property, so long as it is used for a public purpose, *City of Mt Pleasant v State Tax Comm*, 477 Mich 50, 56; 729 NW2d 833 (2007), the latter provision provides exemption from forfeiture "for any reason determined by the state tax commission," MCL 211.78g(1); *Detroit Bldg Auth v Wayne Co Treasurer*, 480 Mich 897 (2007). Forfeiture under MCL 211.78g(1) is for "unpaid delinquent taxes, interest, penalties, and fees." Thus, for a property to be subject to forfeiture under MCL 211.78g(1), that property must first be subject to taxation, i.e., *not exempt* under MCL 211.7m. Accordingly, while all tax-exempt

properties are necessarily exempt from forfeiture,¹ it does not follow that all properties subject to taxation under the GPTA are necessarily subject to forfeiture under MCL 211.78g(1). On the contrary, the relationship between whether a property is subject to taxation under the GPTA and whether it is subject to forfeiture is merely correlative, not causative. In other words, municipally owned property is exempt under MCL 211.78g(1) because of its municipal ownership, not its tax-exempt status under MCL 211.7m.

Finally, while it assumes that the list of reasons provided in STC Bulletin 10 of 2010 was based on a variety of statutory rationales, Plymouth has cited no evidence in support of that assertion. Indeed, even if Plymouth had done so, it would be improper for this Court to consider such evidence of the agency's intent. "Principles of statutory interpretation apply to the construction of administrative rules." *City of Romulus*, 260 Mich App at 65. Thus, to effectuate the intent of the drafting agency, this Court begins "by reviewing the language of the administrative rule," and, if the rule's "language is unambiguous on its face, the drafter is presumed to have intended the meaning plainly expressed and further judicial interpretation is not permitted." *Id.* "Only where the language under review is ambiguous may a court properly go beyond the words of the statute or administrative rule to ascertain the drafter's intent." *Id.* The plain language of STC Bulletin 10 of 2010 is unambiguous and explicitly provides its supporting rationale: "to comply with the requirements of MCL 211.78g(1)[.]" Consequently, further judicial interpretation is neither necessary nor appropriate.

Finally, Plymouth argues that the trial court erred by holding that all publicly owned property is exempt from forfeiture and foreclosure under the GPTA, regardless of whether such property is used for a public purpose. We disagree.

This Court reviews de novo legal questions, including the proper interpretation of a statute or administrative rule and questions of constitutional interpretation. *Perfecting Church*, 478 Mich at 6; *City of Romulus*, 260 Mich App at 64.

As the trial court recognized, Plymouth's argument is directly contravened by our Supreme Court's recent decisions in *Detroit Bldg Auth*, 480 Mich at 897, and *In re Wayne Co Treasurer*, 480 Mich 981 (2007) (*Watson II*), mod on reconsideration 480 Mich 1139 (2008). Although both were decided by published orders, not opinions, those orders are nevertheless "binding precedent" because each "constitutes a final disposition of an application [for leave to appeal] and contains a concise statement of the applicable facts and reasons for the decision." See *DeFrain v State Farm Mut Auto Ins Co*, 491 Mich 359, 369; 817 NW2d 504 (2012). In *Detroit Bldg Auth*, 480 Mich at 897, our Supreme Court cited MCL 211.78g(1) in support of its holding that "[t]he foreclosure sale of publicly owned property is prohibited," which is a holding that Court later reiterated—almost verbatim—in *Watson II*.

Since this Court is bound to follow established precedent, we decline Plymouth's invitation to announce a different construction of MCL 211.78g(1). Read in concert with MCL

¹ Except properties that accrue unpaid taxes, interest, penalties, and fees *before* gaining tax-exempt status.

211.78g(1) and STC Bulletin 10 of 2010, our Supreme Court's decisions in *Detroit Bldg Auth* and *Watson II* unambiguously support the proposition that *all* publicly owned property, including the municipally owned property at issue in this case, is exempt from forfeiture and subsequent foreclosure under the GPTA, regardless of whether such publicly owned property is exempt from taxation under the GPTA.

Affirmed.

/s/ Michael J. Talbot
/s/ Mark J. Cavanagh
/s/ Kirsten Frank Kelly

Charter Township of Plymouth
September 13, 2016
Board Meeting Date

9/13/2016	
Batch ID	
Check Date	
	TOTAL
GENERAL FUND(101)	1,364,946.22
SWD(226)	120,478.81
IMPROV. REV.(246)	51,139.72
DRUG FORFEITURE(265)	1,321.92
GOLF COURSE FUND - (510)	37,727.33
SENIOR TRANSPORATION (588)	11,428.88
WATER/SEWER(592)	1,144,109.76
TRUST& AGENCY(701)	6,902.64
POLICE BOND FUND (702)	10,040.00
TAX POOL(703)	-
SPECIAL ASSESS CAPITAL (805)	17,104.49
	-
TOTAL	2,765,199.77

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

NAPA Auto Parts of Plymouth			Invoice Amount:	\$10.60
Beam			Check Date:	09/14/2016
	101-336-863.000	H 4656 SLBEAM		10.60
NAPA Auto Parts of Plymouth			Invoice Amount:	\$54.52
DEF			Check Date:	09/14/2016
	101-336-863.000	729566 DEF2.5g		54.52
NAPA Auto Parts of Plymouth			Invoice Amount:	\$135.45
Battery - 405			Check Date:	09/14/2016
	592-291-863.000	Battery		135.45
NAPA Auto Parts of Plymouth			Invoice Amount:	\$221.18
batteries			Check Date:	09/14/2016
	101-336-863.000	(2) BATTERIES AND CREDIT FOR CORES		221.18
NAPA Auto Parts of Plymouth			Invoice Amount:	\$27.26
DEF2.5G			Check Date:	09/14/2016
	101-336-863.000	DEF2.5G		27.26
CDW GOVERNMENT INC			Invoice Amount:	\$34.00
Data Cartridge Labels			Check Date:	09/14/2016
	101-305-727.000	LTO3 Data cart. Labels- Quate HFHP172		34.00
CDW GOVERNMENT INC			Invoice Amount:	\$196.00
Data Cartridge Labels			Check Date:	09/14/2016
	101-201-727.000	HP LTO6 data cart labels quote HGVM415		136.00
	101-201-727.000	HP LTO4 data cart labels quote HGVM415		60.00
CORRIGAN OIL COMPANY			Invoice Amount:	\$1,444.13
Fuel			Check Date:	09/14/2016
	592-291-863.000	87 Gas-Ethanol		1,104.42
	592-291-863.000	Dyed Ultra Low Sulfur #2 mix		330.50
	592-291-863.000	Fuel Tax Recap		9.21
DPW & SON, LLC			Invoice Amount:	\$5,960.00
Water Taps - Inv 50225			Check Date:	09/14/2016
	592-291-935.000	48391 Sherwood Dr. 1" Tap Long		850.00
	592-291-935.000	48390 Sherwood Dr. 1" Tap Long		850.00
	592-291-935.000	Woodridge Cr Sprinkler 3/4" Tap Short		650.00
	592-291-935.000	50448 Elmwood Ct 1" Tap Short		775.00
	592-291-935.000	9116 Northern 1" Tap Long		850.00
	592-291-935.000	11351 Ridge Rd. 1" Tap Long		1,985.00
DON'S SMALL ENGINE			Invoice Amount:	\$106.75
part for E4			Check Date:	09/14/2016
	101-336-863.000	Starter Assy R280		106.75
EASTERN FIRE EQUIPMENT SERVICES			Invoice Amount:	\$18.31
cap for chainsaw			Check Date:	09/14/2016
	101-336-851.000	fuel cap for chainsaw/freight		18.31
E S R I, INC.			Invoice Amount:	\$400.00
Primary Maint ArcGIS			Check Date:	09/14/2016
	101-336-727.000	Annual ArcGIS Maintenance		400.00

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

WADE-TRIM OPERATIONS SERVICES			Invoice Amount:	\$2,852.50
Professional Services			Check Date:	09/14/2016
	805-805-970.210	Hunters Creek SAD Pymt Imprv.		2,852.50
WADE-TRIM OPERATIONS SERVICES			Invoice Amount:	\$777.50
Professional Services 3/27/16-7/23/16			Check Date:	09/14/2016
	805-805-970.005	Prepare Contract Docs for 2016 SRP		777.50
WADE-TRIM OPERATIONS SERVICES			Invoice Amount:	\$2,480.00
Professional Services 5/30/16-6/25/16			Check Date:	09/14/2016
	805-805-970.340	Ridgewood Hills SAD Pymt		2,480.00
WADE-TRIM OPERATIONS SERVICES			Invoice Amount:	\$2,852.50
Professional Services 5/29/16-6/25/16			Check Date:	09/14/2016
	805-805-970.290	Deer Creek SAD Pavement Improvement		2,852.50
FIRE MODULES LLC			Invoice Amount:	\$1,199.00
Annual Fire Modules charges			Check Date:	09/14/2016
	101-336-727.000	IRIS/CAD Interface Support		324.00
	101-336-727.000	FM dsbrd primary		750.00
	101-336-727.000	FM dsbrd additional		125.00
GUARDIAN ALARM CO			Invoice Amount:	\$253.29
Alarm billing 8/1/16 - 10/31/16			Check Date:	09/14/2016
	592-443-937.000	Monitoring, Maintenance & Services		253.29
HASTINGS AIR-ENERGY CONTROL			Invoice Amount:	\$166.07
Clamp			Check Date:	09/14/2016
	101-336-863.000	E1 engine clamp		166.07
HYDRO CORP			Invoice Amount:	\$1,649.00
Inspection/reporting services July 2016			Check Date:	09/14/2016
	592-291-804.000	Cross connection control program		1,649.00
IRON MOUNTAIN			Invoice Amount:	\$182.36
Storage August 2016			Check Date:	09/14/2016
	101-215-727.000	Storage		182.36
J & B MEDICAL SUPPLY INC			Invoice Amount:	\$223.50
medical supplies			Check Date:	09/14/2016
	101-336-836.000	glucose test strips		99.00
	101-336-836.000	nasal cannula		14.50
	101-336-836.000	dispos-o-bags		110.00
KONICA MINOLTA BUSINESS SOLUTIONS			Invoice Amount:	\$186.64
Maintenance			Check Date:	09/14/2016
	101-171-727.000	C454e Copier Maintenance 7/1/16-7/31/16		39.19
	101-201-851.000	Maint.		7.47
	101-400-851.000	Maint.		9.33
	226-226-727.000	Maint.		9.33
	592-172-727.000	Maint		121.32
KONICA MINOLTA BUSINESS SOLUTIONS			Invoice Amount:	\$209.59
Copies			Check Date:	09/14/2016
	101-371-727.000	Copies		105.41
	101-215-727.000	Copies		104.18

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

KSS Enterprises			Invoice Amount:	\$172.18
Misc. Cleaning Supplies			Check Date:	09/14/2016
	101-691-931.000	Roll Towels		56.53
	101-691-931.000	Jumbo Toilet Paper		36.95
	101-691-931.000	Black Trash Liners		33.40
	101-691-931.000	Box of Exam Gloves		45.30
MARK'S OUTDOOR POWER EQUIPMENT			Invoice Amount:	\$42.00
Tools			Check Date:	09/14/2016
	592-172-963.000	Chainsaw chain sharpening		42.00
ELECTION SOURCE			Invoice Amount:	\$3,660.00
M-100 Testing August 2, 2016 State Primary			Check Date:	09/14/2016
	101-262-727.000	M-100 Testing August 2, 2016 Primary		3,660.00
MICHIGAN AIR SOLUTIONS, LLC			Invoice Amount:	\$358.30
repair air comp			Check Date:	09/14/2016
	101-336-851.000	float drain for air compressor		358.30
MICHIGAN LINEN SERVICE			Invoice Amount:	\$77.20
Uniforms			Check Date:	09/14/2016
	592-172-758.000	Uniforms 8/5/16		77.20
MICHIGAN LINEN SERVICE			Invoice Amount:	\$77.20
Uniforms			Check Date:	09/14/2016
	592-172-758.000	Uniforms 7/29/16		77.20
MICHIGAN LINEN SERVICE			Invoice Amount:	\$77.20
Uniforms			Check Date:	09/14/2016
	592-172-758.000	Uniforms 7/22/16		77.20
MICHIGAN LINEN SERVICE			Invoice Amount:	\$77.20
Uniforms			Check Date:	09/14/2016
	592-172-758.000	Uniforms 7/15/16		77.20
NORTHERN CONTROLS GROUP, INC			Invoice Amount:	\$397.80
Five Mile Rd PRV and Data Concentrator			Check Date:	09/14/2016
	592-291-785.000	Ply Twp Control System Service		397.80
O K FIRE EQUIPMENT CO			Invoice Amount:	\$67.00
RECHARGE EXTINGUISHER			Check Date:	09/14/2016
	101-336-776.000	Recharge Extinguisher		67.00
PENSKE TRUCK LEASING CO., L.P.			Invoice Amount:	\$119.20
Truck Rental - August 2016 Election			Check Date:	09/14/2016
	101-262-727.000	Truck Rental - 8-3-16		119.20
PENSKE TRUCK LEASING CO., L.P.			Invoice Amount:	\$120.16
Truck Rental - August 2016 Election			Check Date:	09/14/2016
	101-262-727.000	Truck Rental 8-1-16		120.16
Planet Technologies, Inc.			Invoice Amount:	\$1,050.00
Consulting Services Planet O365 Engineer - 8 Hou			Check Date:	09/14/2016
	101-305-978.000	Eight Hours of Consulting Services		1,050.00
AIRGAS USA, LLC			Invoice Amount:	\$313.08
OXYGEN			Check Date:	09/14/2016

Charter Township of Plymouth

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VENDOR INFORMATION**INVOICE INFORMATION**

	101-336-836.000	16 RENTALS CYL OF OXYGEN-MED	313.08
SPARTAN DISTRIBUTORS		Invoice Amount:	\$126.11
Misc. Mower Tune-up materials		Check Date:	09/14/2016
	510-510-737.000	Oil Filter	41.88
	510-510-737.000	Fuel Filter	4.49
	510-510-737.000	Air Filter	49.26
	510-510-737.000	Air Filter Golf Cart	15.29
	510-510-737.000	Freight	15.19
SPARTAN DISTRIBUTORS		Invoice Amount:	\$67.87
Throttle Cable		Check Date:	09/14/2016
	510-510-737.000	Throttle Cable	55.23
	510-510-737.000	Freight	12.64
SPARTAN DISTRIBUTORS		Invoice Amount:	\$(127.22)
RETURN Hose Asm		Check Date:	09/14/2016
	510-510-737.000	Hose ASM	(127.22)
SPENCER OIL COMPANY		Invoice Amount:	\$810.48
87 Oct. Ethanol		Check Date:	09/14/2016
	510-510-737.000	87 Oct	805.17
	510-510-737.000	Lust Tax	0.46
	510-510-737.000	Fed Oil Spill Tax	0.79
	510-510-737.000	MI Environmental Fee	4.06
TOUCH OF CLASS CLEANERS		Invoice Amount:	\$788.10
unifrom cleaning 9/2014 - 7/2016		Check Date:	09/14/2016
	101-336-758.000	uniform cleaning	788.10
COMMERCIAL LAWNMOWER		Invoice Amount:	\$80.00
Gator RPM Adjustment		Check Date:	09/14/2016
	101-691-931.000	Diagnose and Adjustment	80.00
Landwise, Inc.		Invoice Amount:	\$475.00
7.1 acre perimeter property survey		Check Date:	09/14/2016
	101-691-931.000	General Survey of property	475.00
CORRIGAN OIL COMPANY		Invoice Amount:	\$1,691.58
Fuel		Check Date:	09/14/2016
	592-291-863.000	87 Gas-Ethanol	1,133.94
	592-291-863.000	Dyed Ultra Low Sulfur #2 mbr	547.26
	592-291-863.000	Fuel Tax Recap	10.38
JACK DOHENY COMPANIES INC		Invoice Amount:	\$35.00
Vactor parts		Check Date:	09/14/2016
	592-291-851.000	Gauge	35.00
EHLERS HEATING & AIR CONDITIONING		Invoice Amount:	\$410.70
FRIENDSHIP STATION, CAPACITOR R-22		Check Date:	09/14/2016
	101-265-776.000	INV 00012901	410.70
HINES PARK LINCOLN MERCURY		Invoice Amount:	\$55.00
FORD EXPLORER 03 AC ISSUES		Check Date:	09/14/2016
	101-371-863.000	INV C61570	55.00

Charter Township of Plymouth

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VENDOR INFORMATION**INVOICE INFORMATION**

MAPLES ENVIRONMENTAL PEST CONTROL			Invoice Amount:	\$185.00
SUMMER TREATMENT			Check Date:	09/14/2016
	101-265-776.000	7292017		185.00
MAPLES ENVIRONMENTAL PEST CONTROL			Invoice Amount:	\$150.00
general pest control			Check Date:	09/14/2016
	101-265-776.000	inv 7/29		150.00
MICHIGAN CAT			Invoice Amount:	\$44.62
Parts-backhoe			Check Date:	09/14/2016
	592-291-851.000	Cap-fuel		33.32
	592-291-851.000	Freight out-parts		11.30
MICHIGAN LINEN SERVICE			Invoice Amount:	\$77.20
Uniforms			Check Date:	09/14/2016
	592-172-758.000	Uniforms 8/12/16		77.20
OLD GLORY FLAGS & FLAG POLES			Invoice Amount:	\$176.00
6'X10' FIRE DEPT FLAG			Check Date:	09/14/2016
	101-265-776.000	INV 5478		176.00
PARAGON LABORATORIES			Invoice Amount:	\$157.50
Water Testing			Check Date:	09/14/2016
	592-172-818.000	Water Testing		157.50
QUICK LANE TIRE AND AUTO CENTER			Invoice Amount:	\$754.09
Vehicle repairs - #402			Check Date:	09/14/2016
	592-291-863.000	Multi-point Inspection/Repairs		754.09
STANTE EXCAVATING INC			Invoice Amount:	\$50.75
Special Water Permit #303			Check Date:	09/14/2016
	701-100-054.000	Refund from deposit Permit #303		50.75
VIGILANTE SECURITY			Invoice Amount:	\$105.00
PRN Monitoring 8/15/16 - 11/14/16			Check Date:	09/14/2016
	592-172-818.000	15275 Northville Rd.		105.00
NAPA Auto Parts of Plymouth			Invoice Amount:	\$20.49
jelly blade			Check Date:	09/14/2016
	101-336-863.000	flex hndl jelly blade		20.49
NAPA Auto Parts of Plymouth			Invoice Amount:	\$472.98
veh supplies and dolly			Check Date:	09/14/2016
	101-336-863.000	bl def 55 gal		179.00
	101-336-863.000	hand def pump		92.99
	101-336-863.000	hose kit		41.99
	101-336-863.000	dolly		159.00
GREENSHIELD'S LANDSCAPING & LAWN			Invoice Amount:	\$1,550.00
WEED AND GRASS CUTS THROUGH JULY 14, 201			Check Date:	09/14/2016
	101-265-776.000	JUNE, 2016 INVOICE		915.00
	101-265-776.000	JULY 2016 INVOICE		635.00
APOLLO FIRE EQUIPMENT			Invoice Amount:	\$7,051.00
hoses			Check Date:	09/14/2016
	101-336-978.000	5" x100' yellow hose		4,039.00
	101-336-978.000	1.75" x 50' white hose		1,004.00

Charter Township of Plymouth

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VENDOR INFORMATION**INVOICE INFORMATION**

	101-336-978.000	" " red hose	1,004.00
	101-336-978.000	" " yellow hose	1,004.00
CORRIGAN OIL COMPANY		Invoice Amount:	\$1,711.92
Fuel		Check Date:	09/14/2016
	592-291-863.000	87 Gas-Ethanol	1,199.87
	592-291-863.000	Dyed Ultra Low Sulfur #2 mix	502.15
	592-291-863.000	Fuel Tax Recap	9.90
GUARDIAN ALARM CO		Invoice Amount:	\$182.28
SENIOR CITIZEN BLDG ALARM		Check Date:	09/14/2016
	101-265-776.000	Inv 17937784	182.28
HALT FIRE INC		Invoice Amount:	\$372.00
R3 A/C repair		Check Date:	09/14/2016
	101-336-863.000	R3 A/C repair	372.00
HINES PARK LINCOLN MERCURY		Invoice Amount:	\$97.70
03 EXPLORER TRANS LINKAGE WON'T GO IN PA		Check Date:	09/14/2016
	101-371-863.000	INV C63957	97.70
KSS Enterprises		Invoice Amount:	\$212.30
Misc. Bathroom and Park Cleaning Supplies		Check Date:	09/14/2016
	101-691-931.000	White Pearl Hand Soap	10.42
	101-691-931.000	1.5 Mil Trash Liners	133.60
	101-691-931.000	Toilet Paper	68.28
THE MACOMB GROUP, INC.		Invoice Amount:	\$57.12
Sloan Urinal Kit for Leaking Urinal		Check Date:	09/14/2016
	510-510-737.000	Slaon -A-42-A 1.0ga urinal kit	57.12
ELECTION SOURCE		Invoice Amount:	\$584.40
Canvas ballot bags		Check Date:	09/14/2016
	101-262-727.000	Canvas ballot bag	570.00
	101-262-727.000	Shipping	14.40
OFFICE DEPOT		Invoice Amount:	\$361.22
Election/Office Supplies		Check Date:	09/14/2016
	101-262-727.000	Election Supplies	216.54
	101-215-727.000	Office Supplies	144.68
OFFICE DEPOT		Invoice Amount:	\$11.99
Election/Office Supplies		Check Date:	09/14/2016
	101-215-727.000	Office Supplies	11.99
PRIORITY ONE EMERGENCY		Invoice Amount:	\$300.00
A5 mini lightbar		Check Date:	09/14/2016
	101-336-863.000	A5 mini lightbars	300.00
PRIORITY ONE EMERGENCY		Invoice Amount:	\$87.99
E3 Whelen Justice		Check Date:	09/14/2016
	101-336-863.000	Whelen Justice Con3 White	87.99
QUICK LANE TIRE AND AUTO CENTER		Invoice Amount:	\$356.92
Vehicle repairs - #402		Check Date:	09/14/2016
	592-291-863.000	R&R both front U joints	356.92

Charter Township of Plymouth

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VENDOR INFORMATION**INVOICE INFORMATION****SPARTAN DISTRIBUTORS**

Battery ground cable

510-510-737.000

Battery ground cable

510-510-737.000

screws

510-510-737.000

Freight

Invoice Amount:

\$41.01

Check Date:

09/14/2016

21.29

4.15

15.57

SPARTAN DISTRIBUTORS

Timing Belt

510-510-737.000

Timing Belt

510-510-737.000

15 AMP Fuse

510-510-737.000

Freight

Invoice Amount:

\$63.04

Check Date:

09/14/2016

33.30

9.27

20.47

SPENCER OIL COMPANY

Dyed Diesel for mowers

510-510-737.000

Dyed Diesel

510-510-737.000

Federal Oil Spill Tax

510-510-737.000

Federal Lust Tax

510-510-737.000

Mi Environ Fee

Invoice Amount:

\$349.14

Check Date:

09/14/2016

346.61

0.41

0.22

1.90

SPENCER OIL COMPANY

Ethanol for carts

510-510-737.000

87 Oct Ethanol

510-510-737.000

Federal Lust Tax

510-510-737.000

Federal Oil Spill Tax

510-510-737.000

MI Environ Fee

Invoice Amount:

\$967.87

Check Date:

09/14/2016

961.76

0.53

0.91

4.67

SUNBELT RENTALS, INC.

ManLift Rental (Storm Cleanup)

101-290-963.000

50' Towable Manlift (1 Week rental)

101-290-963.000

Environmental Tax

101-290-963.000

Rental Protection Plan

Invoice Amount:

\$1,034.50

Check Date:

09/14/2016

888.75

12.44

133.31

W.J.O'NEIL COMPANY

VDF COOLING FAN FOR THE VFD

101-265-776.000

Tru #2 VFD Cooling Fan

Invoice Amount:

\$1,440.00

Check Date:

09/14/2016

1,440.00

W.J.O'NEIL COMPANY

VDF COOLING FAN FOR THE VFD

101-265-776.000

Repairs

Invoice Amount:

\$400.00

Check Date:

09/14/2016

400.00

B & R JANITORIAL SUPPLY

JANITORIAL SUPPLY

101-265-776.000

Janitorial Supplies

101-265-858.000

Janitorial Supplies

101-305-776.000

Janitorial Supplies

101-325-727.000

Janitorial Supplies

101-336-776.000

Janitorial Supplies

592-172-776.000

Janitorial Supplies

Invoice Amount:

\$2,351.33

Check Date:

09/14/2016

1,058.10

70.54

587.83

235.13

47.03

352.70

B & R JANITORIAL SUPPLY

JANITORIAL SUPPLY

101-265-776.000

Janitorial Supplies

101-265-858.000

Janitorial Supplies

101-305-776.000

Janitorial Supplies

101-325-727.000

Janitorial Supplies

101-336-776.000

Janitorial Supplies

592-172-776.000

Janitorial Supplies

Invoice Amount:

\$72.36

Check Date:

09/14/2016

32.56

2.17

18.09

7.24

1.45

10.85

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VENDOR INFORMATION**INVOICE INFORMATION****B & R JANITORIAL SUPPLY**

JANITORIAL SUPPLY

101-265-776.000 Janitorial Supplies
 101-265-858.000 Janitorial Supplies
 101-305-776.000 Janitorial Supplies
 101-325-727.000 Janitorial Supplies
 101-336-776.000 Janitorial Supplies
 592-172-776.000 Janitorial Supplies

Invoice Amount: \$104.94**Check Date: 09/14/2016**

47.22
 3.15
 26.24
 10.49
 2.10
 15.74

C O C M

CODE OFFICIALS CONFERENCE OF MICHIGAN

101-371-960.000 2016 CONFERENCE

Invoice Amount: \$240.00**Check Date: 09/14/2016**

240.00

DON'S SMALL ENGINE

Weed Whip Maintenance

101-691-931.000 Speed Feed Head
 101-691-931.000 Air Filter/ Echo 130
 101-691-931.000 Labor

Invoice Amount: \$74.84**Check Date: 09/14/2016**

48.50
 7.34
 19.00

Michigan Meter, a Ferguson enterpr

Meters

592-172-780.000 5/8" x 3/4" T10 Mtr Pro
 592-172-780.000 6 RR 1/16 RNG 150# GSKT
 592-172-780.000 LF 1 T10 Mtr
 592-172-780.000 Delivery

Invoice Amount: \$6,004.93**Check Date: 09/14/2016**

4,280.00
 36.00
 1,515.00
 173.93

WEINGARTZ

Weed Whip Spool

101-691-931.000 SS21-595 Round Gatorline .095 5 lb spool

Invoice Amount: \$42.95**Check Date: 09/14/2016**

42.95

OFFICE DEPOT

Office Supplies, Supervisor and Friendship Station

101-265-858.000 Markers Perm Black
 101-265-858.000 Mini Paper clips
 101-265-858.000 Large binder clips
 101-265-858.000 Dividers for Budget Books
 101-265-858.000 Index dividers for Budge Books
 101-265-858.000 Mailing labels

Invoice Amount: \$125.21**Check Date: 09/14/2016**

12.59
 5.99
 9.50
 39.84
 35.36
 21.93

ALLIE BROTHERS UNIFORMS

Uniform Equip/Coffell Inv. #61768 8/23/16

101-305-758.000 S/S Shirts
 101-305-758.000 Pants
 101-305-758.000 Name Bar
 101-305-758.000 Zippers

Invoice Amount: \$349.93**Check Date: 09/14/2016**

137.97
 179.97
 13.99
 18.00

BATTERIES PLUS BULBS

12 volt battery Order #481-105863 8/25/16

101-305-851.000 Battery for Speed Trailer

Invoice Amount: \$197.95**Check Date: 09/14/2016**

197.95

OCCUPATIONAL HEALTH CENTERS OF MI

Preplacement Physical Inv. 711052550 8/23/16

101-305-818.000 Police Officer Applicant - John Cox

Invoice Amount: \$165.50**Check Date: 09/14/2016**

165.50

OCCUPATIONAL HEALTH CENTERS OF MI

Preplacement Physical Inv. 711040286 8/16/16

101-305-818.000 Police Officer Applicant - Jeffrey Maple

Invoice Amount: \$165.50**Check Date: 09/14/2016**

165.50

Charter Township of Plymouth

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VENDOR INFORMATION**INVOICE INFORMATION**

CINTAS CORPORATION - 300			Invoice Amount:	\$39.31
Police Dept. Mats Inv. 300565575 8/9/16			Check Date:	09/14/2016
	101-305-776.000	Doorway Mats		39.31
CINTAS CORPORATION - 300			Invoice Amount:	\$94.33
Police Dept. Mats Inv. 300530089 6/14/16			Check Date:	09/14/2016
	101-305-776.000	Doorway mats		94.33
CODE SAVVY CONSULTANTS LLC			Invoice Amount:	\$250.00
PLAN REVIEW USA HOCKEY PHASE II			Check Date:	09/14/2016
	101-371-818.000	INV 1157		250.00
DON'S SMALL ENGINE			Invoice Amount:	\$4.48
nut bar mounting			Check Date:	09/14/2016
	101-336-851.000	530-015917 nut bar mounting		4.48
EMERGENT HEALTH PARTNERS			Invoice Amount:	\$1,480.00
CPR Training for Police Dept. Inv. #05037 8/11/1			Check Date:	09/14/2016
	101-325-960.000	Police Service Aides Trg. CPR		495.00
	101-325-960.000	Bloodborne Pathogen Trg.		200.00
	101-305-960.000	Police Officers Trg. CPR		585.00
	101-305-960.000	Bloodborne Pathogen Trg.		200.00
GOODYEAR WHOLESALE			Invoice Amount:	\$660.12
Police Dept. Tires Inv. 43269810 6/3/16			Check Date:	09/14/2016
	101-305-863.000	P235/55R17 Tires		660.12
J & B MEDICAL SUPPLY INC			Invoice Amount:	\$86.62
medical supplies			Check Date:	09/14/2016
	101-336-836.000	coban wrap		62.40
	101-336-836.000	stethoscopes		24.22
KONICA MINOLTA BUSINESS SOLUTIONS			Invoice Amount:	\$66.04
Maint Agree - BizHub Copier Inv. 9002689689 8/2			Check Date:	09/14/2016
	101-305-851.000	7/26/16 - 8/25/16 coverage		66.04
KONICA MINOLTA BUSINESS SOLUTIONS			Invoice Amount:	\$63.92
Maint Agree - BizHub Copier Inv. 9002607504 7/2			Check Date:	09/14/2016
	101-305-851.000	6/26/16 - 7/25/16 coverage		63.92
WADE-TRIM OPERATIONS SERVICES			Invoice Amount:	\$3,345.00
Professional Services 6/26/16-7/30/16			Check Date:	09/14/2016
	805-805-970.210	Hunters Creek SAD Pymt Imprv.		3,345.00
WADE-TRIM OPERATIONS SERVICES			Invoice Amount:	\$250.00
Professional Services 6/26/16-7/30/16			Check Date:	09/14/2016
	805-805-970.340	Rldgewood Hills SAD Pymt		250.00
WADE-TRIM OPERATIONS SERVICES			Invoice Amount:	\$3,786.25
Professional Services 6/26/16-7/30/16			Check Date:	09/14/2016
	805-805-970.290	Deer Creek SAD Pavement Improvement		3,786.25
GENPOWER PRODUCTS INC.			Invoice Amount:	\$221.87
Lift Station service			Check Date:	09/14/2016
	592-172-818.000	Service Labor		156.25
	592-172-818.000	Expendables/Disposal		15.62
	592-172-818.000	Service Mileage		50.00

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VENDOR INFORMATION**INVOICE INFORMATION**

GUARDIAN ALARM CO			Invoice Amount:	\$241.89
Alarm billing 9/1/16-11/30/16			Check Date:	09/14/2016
	592-443-937.000	Monitoring, maint & servies - Pump House		241.89
HYDRO CORP			Invoice Amount:	\$1,649.00
Inspection/reporting services August			Check Date:	09/14/2016
	592-291-804.000	Cross connection control program		1,649.00
LAIRD GLASS & UPHOLSTERY, INC.			Invoice Amount:	\$227.00
Replacement Windshield - Veh 13-2 Inv. 3010 8/2			Check Date:	09/14/2016
	101-305-863.000	DW01786GBY Windsheld		227.00
LIVONIA, CITY OF			Invoice Amount:	\$340.00
AFIS Services April-June 2016 Inv. 2016-0006517			Check Date:	09/14/2016
	101-305-818.000	Fingerprint Computer Identification		340.00
MAGLOCLIN			Invoice Amount:	\$400.00
Membership User Fees Inv. 36-2M73 6/23/16			Check Date:	09/14/2016
	101-305-818.000	Membership Fees - 7/1/16 - 6/30/17		400.00
MAPLES ENVIRONMENTAL PEST CONTROL			Invoice Amount:	\$185.00
Summer Treatment - Pest Control 7/29/16			Check Date:	09/14/2016
	101-305-776.000	Police Dept summer treatment		185.00
Michigan Meter, a Ferguson enterpr			Invoice Amount:	\$757.00
Meter parts			Check Date:	09/14/2016
	592-172-780.000	1x2 5/8 MTR COUP		703.00
	592-172-780.000	MTR WASHR 1/8		32.00
	592-172-780.000	3/4 LEAT MTR WSHR 1/8		22.00
Michigan Meter, a Ferguson enterpr			Invoice Amount:	\$3,037.77
Meters			Check Date:	09/14/2016
	592-100-180.000	T10 MTR PRO		856.00
	592-100-180.000	LF T10 MTR V4		2,121.00
	592-100-180.000	Delivery		60.77
MICHIGAN LINEN SERVICE			Invoice Amount:	\$84.35
Uniforms			Check Date:	09/14/2016
	592-172-758.000	Uniforms 8/26/16		84.35
OFFICE DEPOT			Invoice Amount:	\$365.59
Office supplies			Check Date:	09/14/2016
	101-171-727.000	Copy paper		32.98
	101-201-727.000	Copy paper		6.28
	101-400-727.000	Copy paper		23.56
	226-226-727.000	Copy paper		7.85
	592-172-727.000	Copy paper		86.37
	592-172-727.000	Gel pens		10.98
	101-400-727.000	Hanging Folders		12.98
	101-400-727.000	Hanging Box-Bottom Folders		32.99
	592-172-727.000	Jump Drive		27.08
	101-400-727.000	Pressboard Fastner Folders		109.98
	592-172-727.000	Writing Pads		14.54
OFFICE DEPOT			Invoice Amount:	\$32.54
Office supplies			Check Date:	09/14/2016
	592-172-727.000	Jump Drive - Asst Colors 64GB		32.54

Charter Township of Plymouth

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VENDOR INFORMATION**INVOICE INFORMATION**

OFFICE DEPOT			Invoice Amount:	\$12.08
Office supplies			Check Date:	09/14/2016
	592-172-727.000	Jump Drive - Black		12.08
Planet Technologies, Inc.			Invoice Amount:	\$4,025.88
ExchgOnlnPlan2Gov - Quote 1 6/29/16			Check Date:	09/14/2016
	101-305-978.000	Part #3NS-00003 ExchgOnlnPlan2Gov ShrdSv		4,025.88
PLYMOUTH-CANTON COMMUNITY SCHOOLS			Invoice Amount:	\$451.98
JULY FUEL			Check Date:	09/14/2016
	101-371-863.000	JULY 2016 FUEL		451.98
PLYMOUTH-CANTON COMMUNITY SCHOOLS			Invoice Amount:	\$4,255.31
July Fuel Invoice Inv. #001099 8/3/16			Check Date:	09/14/2016
	101-305-863.000	July Fuel - Patrol Vehicles		4,204.24
	101-325-963.000	July Fuel - PSA Vehicle		51.07
PROVANTAGE, LLC			Invoice Amount:	\$423.45
(FUJSOER) PA03656-B305 Scansnap IX500 25PP			Check Date:	09/14/2016
	101-305-727.000	Fujitsu ScanSnap IX500-Document Scanner		411.00
	101-305-727.000	Shipping		12.45
PROVANTAGE, LLC			Invoice Amount:	\$436.99
(BRTZOOC) PPF-4750E IntellIFAX 4750e Laser Fa			Check Date:	09/14/2016
	101-305-727.000	Brother Intellifax - 4750e Laser Fax		407.99
	101-305-727.000	Shipping		29.00
ROOFING TECHNOLOGY ASSOCIATES LTD.			Invoice Amount:	\$4,445.90
ROOF CONSULTING SERVICES			Check Date:	09/14/2016
	101-265-776.000	INV 14-031-10		4,445.90
ROOFING TECHNOLOGY ASSOCIATES LTD.			Invoice Amount:	\$730.90
ROOF CONSULTING SERVICES			Check Date:	09/14/2016
	101-265-776.000	INV 14-031-10 AUGUST 12, 2016		730.90
SCHOOLCRAFT COLLEGE			Invoice Amount:	\$300.00
Emergency Vehicle Trg. Inv. 02392 8/19/16			Check Date:	09/14/2016
	101-305-960.000	Officers Hinkle and Rupard - 8/11/16		300.00
SEHI COMPUTER PRODUCTS			Invoice Amount:	\$229.18
Supplies			Check Date:	09/14/2016
	592-172-727.000	Print Cartridge/Laserjet P3015 6K		223.18
	592-172-727.000	Freight		6.00
SUPERIOR GROUNDCOVER INC			Invoice Amount:	\$1,275.00
Feather wood mulch for Brentwood			Check Date:	09/14/2016
	101-691-931.000	Cubic yards of mulch for Brentwood		500.00
	101-691-931.000	Installation		775.00
SURE-FIT LAUNDRY CO.			Invoice Amount:	\$24.75
Prisoner Blanket Cleaning Inv. 367526 8/18/16			Check Date:	09/14/2016
	101-325-851.000	Blanket cleaing		24.75
SURE-FIT LAUNDRY CO.			Invoice Amount:	\$27.00
Prisoner Blanket Cleaning Inv. 367174 8/11/16			Check Date:	09/14/2016
	101-325-851.000	Blanket cleaning		27.00

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

VENDOR INFORMATION**INVOICE INFORMATION****SURE-FIT LAUNDRY CO.**

Prisoner Blanket Cleaning Inv. 366816 8/4/16

101-325-851.000

Blanket cleaning

Invoice Amount:**\$22.50****Check Date:****09/14/2016**

22.50

SURE-FIT LAUNDRY CO.

Prisoner Blanket Cleaning Inv. 366434 7/28/16

101-325-851.000

Blankets

Invoice Amount:**\$20.25****Check Date:****09/14/2016**

20.25

TOWN LOCKSMITH

Remove existing door and install near records dep

101-305-776.000

Mortise Lockset Lever & Electric Strike

Invoice Amount:**\$1,303.00****Check Date:****09/14/2016**

1,053.00

101-305-776.000

Labor

250.00

Total Amount to be Disbursed:**\$97,635.01**

Charter Township of Plymouth AP Invoice Listing - Board Report

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VENDOR INFORMATION

INVOICE INFORMATION

ADVANCED DISPOSAL			Invoice Amount:	\$57.56
DPW RESI COMPOST 8/12/16			Check Date:	08/31/2016
	226-226-810.000	Compost		52.50
	226-226-810.000	Fuel Surcharge		5.06
A T & T			Invoice Amount:	\$24.84
FS#3 Meterline			Check Date:	08/31/2016
	101-336-921.000	Meterline, July 2016		24.84
BARTLETT, JAMES ALLEN			Invoice Amount:	\$65.00
Renewal Reimbursement			Check Date:	08/31/2016
	592-172-727.000	Jim Bartlett CDL License		65.00
COMCAST			Invoice Amount:	\$87.96
Monthly Cable and Internet Township Hall			Check Date:	08/31/2016
	101-290-941.000	Sept 2016		87.96
COMCAST			Invoice Amount:	\$134.85
Internet 46555 Port Street			Check Date:	08/31/2016
	592-172-727.000	Sept 2016		134.85
Davenport Brothers			Invoice Amount:	\$53,867.09
Fire Station Three Driveway construction			Check Date:	08/31/2016
	101-336-970.000	Fire Station Three Driveway		53,867.09
Operhall, Nancy			Invoice Amount:	\$50.00
Partial refund			Check Date:	08/31/2016
	101-290-477.000	Partial refund - Park Permit #16146		50.00
ROOFING TECHNOLOGY ASSOCIATES LTD.			Invoice Amount:	\$1,431.35
Roofing REMEDIAL WORK SPECIFICATIONS AND			Check Date:	08/31/2016
	101-265-776.000	PROJECT NO # 14-031 PHASE 2		1,431.35
ROOFING TECHNOLOGY ASSOCIATES LTD.			Invoice Amount:	\$1,853.00
Roofing REMEDIAL WORK SPECIFICATIONS AND			Check Date:	08/31/2016
	101-265-776.000	PROJECT NO# 14-031 PHASE 1		1,853.00
ROOFING TECHNOLOGY ASSOCIATES LTD.			Invoice Amount:	\$2,176.30
Roofing REMEDIAL WORK SPECIFICATIONS AND			Check Date:	08/31/2016
	101-265-776.000	PROJECT NO# 14-031 PHASE 1		2,176.30
Vermeer of Michigan, Inc.			Invoice Amount:	\$1,500.00
Brush Chipper/Winch			Check Date:	08/31/2016
	246-246-970.150	Usage dispersal Rental Brush Chipper		250.00
	510-510-737.000	Usage dispersal Rental Brush Chipper		250.00
	592-172-776.000	Usage dispersal Rental Brush Chipper		1,000.00
Great Lakes Water Authority			Invoice Amount:	\$20,109.60
IWC Charges for July 2016			Check Date:	08/31/2016
	592-441-743.000	IWC Charges July 2016		20,109.60
Keystone Electric LLC			Invoice Amount:	\$140.00
Labor to Repair damaged shop lights (Per Steve R			Check Date:	08/31/2016
	101-691-931.000	Labor Hours		140.00
COMCAST			Invoice Amount:	\$61.88
Monthly Cable and Internet Township Hall			Check Date:	08/31/2016

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

	101-290-941.000	Sept 2016		61.88
DTE ENERGY			Invoice Amount:	\$55.58
Commercial Special Purposes Facilities			Check Date:	08/31/2016
	101-315-951.000	9220 Ridge		17.82
	101-315-951.000	13550 Ridge		18.88
	101-315-951.000	46001 Ann Arbor		18.88
DTE ENERGY			Invoice Amount:	\$381.23
Baseball Diamonds Aug 2016			Check Date:	08/31/2016
	101-691-921.000	Baseball Diamonds Aug 2016		381.23
DTE ENERGY			Invoice Amount:	\$5,521.01
Municipal Street Lighting Aug 2016			Check Date:	08/31/2016
	101-446-920.000	Municipal street lighting Aug2016		5,521.01
NORTHVILLE, CHARTER TOWNSHIP OF			Invoice Amount:	\$63.75
G.D. Roberts Company LLC Real Estate Consulting			Check Date:	08/31/2016
	101-400-818.000	June 2016		63.75
NORTHVILLE, CHARTER TOWNSHIP OF			Invoice Amount:	\$127.50
G.D. Roberts Company LLC Real Estate Consulting			Check Date:	08/31/2016
	101-400-818.000	July 2016		127.50
A T & T LONG DISTANCE			Invoice Amount:	\$95.55
July 2016 Cell Phone			Check Date:	08/31/2016
	101-201-853.000	Cell phone-Info services		6.53
	101-209-853.000	Cell phone-Assessing		3.90
	101-371-853.000	Cell phone-Building		10.88
	101-336-853.000	Cell phone Fire		17.17
	101-171-853.000	Cell phone Supervisor		10.17
	101-253-853.000	Cell phone-Treasurer		8.67
	101-215-853.000	Cell phone-Clerk		5.07
	101-400-853.000	Cell phone-Community Development		4.05
	101-325-853.000	Cell phone-Dispatch		6.54
	101-265-854.000	Cell phone-Township Hall		1.55
	101-691-853.000	Cell phone-Park		1.24
	226-226-853.000	Cell phone-Solid Waste		0.22
	592-172-853.000	Cell phone-DPW		2.17
	101-305-853.000	Cell Phone-Police		17.39
ADP INC			Invoice Amount:	\$728.01
Payroll processing 08/14/2016			Check Date:	08/31/2016
	101-290-941.000	Payroll processing 08/14/2016		728.01
BLUE CARE NETWORK OF MICHIGAN			Invoice Amount:	\$76,641.92
Sept 2016 Coverage			Check Date:	08/31/2016
	101-305-714.000	Antal		1,259.84
	101-305-714.000	Bartram		1,167.06
	101-325-714.000	Berezak		488.31
	101-305-714.000	Cheston		1,259.84
	101-305-714.000	Cloma		1,259.84
	101-336-714.000	Conely		1,259.84
	101-336-714.000	Conroy		1,259.84
	101-215-714.000	Conzelman		1,259.84
	592-172-716.000	Courter		1,259.84
	101-325-714.000	Crowe		1,167.06
	101-336-714.000	Culver		1,259.84

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

VENDOR INFORMATION**INVOICE INFORMATION**

101-325-714.000	Fell	1,259.84
592-172-716.000	Fellrath	1,259.84
101-305-714.000	Fetner	1,259.84
101-305-714.000	Fetter	488.31
101-336-714.000	Fox	1,259.84
101-305-714.000	Fritz	1,167.06
101-336-714.000	Haller	1,259.84
101-336-714.000	Harrell	488.31
101-305-714.000	Haskin	488.31
101-305-714.000	Hayes	1,167.06
101-305-714.000	Hinkle	488.31
101-325-714.000	Innes	1,167.06
101-201-714.000	Janks	1,259.84
101-305-714.000	King	1,259.84
101-305-714.000	Krebs	1,259.84
101-371-714.000	Lewis	1,259.84
101-305-714.000	Linton	1,259.84
101-336-714.000	Mack	1,167.06
101-336-714.000	Mangan	488.31
101-305-714.000	McParland	1,167.06
101-691-714.000	Mitchell	488.31
101-336-714.000	Phillips	1,259.84
101-336-714.000	Pickert	488.31
101-305-714.000	Ripp	488.31
101-325-714.000	Rodriguez	488.31
265-300-714.000	Rozum	1,167.06
101-305-714.000	Rupard	488.31
101-305-714.000	Schemanske	488.31
101-305-714.000	Selpenko	1,259.84
101-336-714.000	Smith	1,259.84
101-325-714.000	Smith	1,259.84
101-305-714.000	Smitherman	1,167.06
101-336-714.000	Tefend	1,259.84
101-305-714.000	Tidderington	488.31
101-325-714.000	Turley	1,167.06
101-336-714.000	Villet	1,259.84
101-171-714.000	Wallace	1,167.06
101-305-714.000	Warring	488.31
101-305-714.000	Lauria	717.29
101-336-714.000	Eldridge	1,714.32
101-336-714.000	Haar	1,850.61
101-336-714.000	Hahn	717.29
101-336-714.000	Jury	717.29
101-336-714.000	King M	717.29
101-305-714.000	Lego	1,850.61
101-336-714.000	Maycock	717.29
101-336-714.000	McDurmon	717.29
101-336-714.000	Ralney	1,850.61
101-305-714.000	Rapson	1,714.32
101-336-714.000	Russo	1,714.32
101-336-714.000	Valensky	1,714.32
101-336-714.000	Warren	717.29
101-336-714.000	Wendel	717.29
101-336-714.000	Westfall	1,850.61
101-305-714.000	Wilson	1,714.32
101-305-714.000	Wood	717.29
101-290-714.000	Federal & State taxes & fees	33.76
101-336-714.000	Kohl R	488.31

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

VENDOR INFORMATION**INVOICE INFORMATION**

101-305-714.000	Hoffman M	1,259.84
101-325-714.000	Fitzgerald	2,520.20

BLUE CARE NETWORK OF MICHIGAN

Sept 2016 Coverage

Invoice Amount: \$12,340.43
Check Date: 08/31/2016

101-305-714.000	Gordon	1,443.98
101-265-714.000	Haack	1,337.63
101-336-714.000	Jowsey	1,337.63
592-172-716.000	Latawiec	1,337.63
101-215-714.000	LeClair	559.68
101-371-714.000	Palmarчук	1,337.63
101-305-714.000	Pawlowski	559.68
592-172-716.000	Snell	1,337.63
592-172-716.000	Visel	1,443.98
592-172-716.000	Fidh	822.48
101-209-714.000	Pyykkonen	822.48

BLUE CARE NETWORK OF MICHIGAN

Sept 2016 Coverage

Invoice Amount: \$11,063.26
Check Date: 08/31/2016

592-172-716.000	Anderson C	635.62
592-172-716.000	Anulewicz	635.62
101-305-714.000	Berry C	635.62
101-336-714.000	Groth	927.47
101-305-714.000	Jarvis	365.09
101-371-714.000	Kloc	317.81
101-290-714.000	Massengill	317.81
101-336-714.000	Maycock	365.09
101-371-714.000	McIlhargey	635.62
101-336-714.000	Miller C	365.09
101-290-714.000	Richardson	635.62
101-325-714.000	Rockwell	635.62
101-336-714.000	Vanvleck	365.09
101-336-714.000	Warren	317.81
101-290-714.000	Whitmore	635.62
101-290-714.000	Brooks	635.62
101-290-714.000	Hood	317.81
101-290-714.000	Nalepka	635.62
101-290-714.000	Rorabacher	635.62
101-336-714.000	Hahn	365.09
101-336-714.000	Kling S	365.09
101-400-714.000	Barney Shirley	317.81

DTE ENERGY

Hilltop Golf Course Maintenance Shed-Aug 2016

Invoice Amount: \$1,354.39
Check Date: 08/31/2016

510-510-737.000	Hilltop Golf Course Clubhouse	1,288.04
510-510-737.000	Hilltop Golf Course Shed	44.31
510-510-737.000	Late fee	22.04

HARTFORD, THE

Sept 2016 Coverage

Invoice Amount: \$6,517.97
Check Date: 08/31/2016

101-305-714.000	Antal	96.75
101-336-714.000	Atkins	89.47
592-172-716.000	Bartlett	56.55
101-305-714.000	Bartram	73.16
101-325-714.000	Berezak	64.54
101-305-714.000	Brothers	96.75
101-336-714.000	Bukis	79.18
101-325-714.000	Bulmer	64.54

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION

INVOICE INFORMATION

101-305-714.000	Cheston	81.73
101-305-714.000	Cloma	81.73
101-325-714.000	Clark	64.54
101-305-714.000	Coffell	81.73
101-336-714.000	Conely	79.18
101-336-714.000	Conroy	87.84
101-215-714.000	Conzelman	96.75
101-171-714.000	Coobatis	96.75
592-172-716.000	Courter	73.06
101-325-714.000	Crowe	64.54
101-336-714.000	Culver	51.52
101-305-714.000	Drake	0.75
101-253-714.000	Edwards	96.75
101-336-714.000	Ervin	(9.48)
101-325-714.000	Fell	64.54
592-172-716.000	Fellrath	96.75
101-305-714.000	Fetner	86.95
101-305-714.000	Fetter	73.91
101-336-714.000	Fox	84.08
101-305-714.000	Fritz	81.73
101-305-714.000	Gordon	55.44
101-336-714.000	Gross	89.47
101-265-714.000	Haack	47.82
101-336-714.000	Haller	62.40
101-253-714.000	Hammye	64.04
101-336-714.000	Harrell	79.18
101-305-714.000	Haskin	64.34
101-305-714.000	Hayes	81.73
101-305-714.000	Hinkle	74.19
101-305-714.000	Hoffman	83.00
101-325-714.000	Innes	64.54
101-201-714.000	Janks	96.75
101-336-714.000	Jowsey	45.92
101-305-714.000	King	97.84
101-305-714.000	Krebs	86.95
592-172-716.000	Krueger	58.86
101-305-714.000	Kudra	86.95
101-215-714.000	Kushner	89.08
592-172-716.000	Latawiec	49.59
101-215-714.000	LeClair	59.95
101-371-714.000	Lewis	95.16
101-305-714.000	Linton	81.73
101-215-714.000	Lozler	64.79
101-336-714.000	Mack	84.08
101-336-714.000	Mallari	79.18
101-336-714.000	Mangan	79.18
101-336-714.000	Mann	89.47
101-305-714.000	McParland	81.73
101-336-714.000	McCreedy	2.93
101-336-714.000	McCreedy	2.93
592-172-716.000	Melow	58.86
101-691-714.000	Mitchell	69.15
592-172-716.000	Overaltis	56.55
101-371-714.000	Palmarchuk	53.22
101-305-714.000	Pawlowski	45.92
101-336-714.000	Phillips	96.75
101-336-714.000	Pickert	51.52
101-171-714.000	Price	96.75

Charter Township of Plymouth

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VENDOR INFORMATION**INVOICE INFORMATION**

101-371-714.000	Pumphrey	59.95
101-400-714.000	Radtke	63.13
101-336-714.000	Randall	79.18
101-305-714.000	Ripp	81.73
101-325-714.000	Rodriguez	59.91
101-305-714.000	Rozum	81.73
101-305-714.000	Rupard	81.73
101-305-714.000	Schemanske	82.78
592-172-716.000	Scholten	52.40
101-305-714.000	Selpenko	86.95
101-336-714.000	Smith	51.52
101-325-714.000	Smith	64.54
101-305-714.000	Smitherman	88.97
592-172-716.000	Snell	45.92
101-336-714.000	Tefend	84.08
592-172-716.000	Thomas	54.25
101-305-714.000	Tiderington	81.73
101-305-714.000	Tiderington	96.75
101-325-714.000	Turley	64.54
226-226-714.000	Vignoe	(59.95)
101-336-714.000	Villet	79.18
592-172-716.000	Visel	47.65
101-171-714.000	Wallace	70.75
101-305-714.000	Warring	60.06
101-325-714.000	Yudt	64.54
101-336-714.000	Azar	2.93
101-336-714.000	Johnson	(8.79)
101-336-714.000	LaPointe	2.93
101-336-714.000	Murphy	2.93
592-172-716.000	Nelson	45.04
101-336-714.000	Kohl	51.72
101-336-714.000	Bonadeo	50.98
101-336-714.000	Fitzgerald	55.66
101-336-714.000	Hamilton	3.16
101-336-714.000	Pleknik	3.16

M E R S

Valuation Request for Benefit Change

101-305-826.000

Valuation Request for Benefit Change

Invoice Amount:**\$400.00****Check Date:****08/31/2016**

400.00

MICHIGAN CONFERENCE OF TEAMSTERS

Health insurance Sept 2016

592-100-123.000	Bartlett, James
592-100-123.000	Krueger, Randy
592-100-123.000	Melow, Steven
592-100-123.000	Overaltis, Joseph
592-100-123.000	Scholten, James
592-100-123.000	Thomas, James
592-100-123.000	Nelson, David

Invoice Amount:**\$10,242.40****Check Date:****08/31/2016**

1,463.20
1,463.20
1,463.20
1,463.20
1,463.20
1,463.20
1,463.20

NATIONAL VISION ADMINISTRATORS LLC

Coverage Aug 2016

101-305-714.000	Antal
101-336-714.000	Atkins
101-305-714.000	Bartram
101-325-714.000	Berezak
101-305-714.000	Brothers
592-172-716.000	Bruce

Invoice Amount:**\$1,226.72****Check Date:****08/31/2016**

13.34
13.34
9.23
5.12
13.34
9.23

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

101-336-714.000	Bukis	13.34
101-305-714.000	Cheston	13.34
101-305-714.000	Cloma	13.34
101-325-714.000	Clark	13.34
101-305-714.000	Coffell	13.34
101-336-714.000	Conely	13.34
101-336-714.000	Conroy	13.34
101-215-714.000	Conzelman	13.34
101-171-714.000	Coobatts	9.23
592-172-716.000	Courter	13.34
101-325-714.000	Crowe	9.23
101-336-714.000	Culver	13.34
101-253-714.000	Edwards	13.34
101-325-714.000	Fell	13.34
592-172-716.000	Fellrath	13.34
101-305-714.000	Fetner	13.34
101-305-714.000	Fetter	5.12
101-336-714.000	Fox	13.34
101-305-714.000	Fritz	9.23
101-305-714.000	Gordon	13.34
101-336-714.000	Gross	13.34
101-265-714.000	Haack	9.23
101-336-714.000	Haller	13.34
101-253-714.000	Hammye	13.34
101-336-714.000	Harrell	5.12
101-305-714.000	Haskdn	5.12
101-305-714.000	Hayes	9.23
101-305-714.000	Hinkle	5.12
101-305-714.000	Hoffman	13.34
101-325-714.000	Innes	9.23
101-201-714.000	Janks	13.34
101-336-714.000	Jowsey	9.23
101-305-714.000	King	9.23
101-305-714.000	Krebs	13.34
101-305-714.000	Kudra	13.34
101-215-714.000	Kushner	13.34
592-172-716.000	Latawiec	9.23
101-215-714.000	LeClair	5.12
101-371-714.000	Lewis	13.34
101-305-714.000	Linton	13.34
101-215-714.000	Lozier	13.34
101-336-714.000	Mack	9.23
101-336-714.000	Mallari	13.34
101-336-714.000	Mangan	5.12
101-336-714.000	Mann	13.34
101-305-714.000	McParland	9.23
101-691-714.000	Mitchell	5.12
101-371-714.000	Palmarчук	9.23
101-305-714.000	Pawlowski	5.12
101-336-714.000	Phillips	13.34
101-336-714.000	Pickert	5.12
101-171-714.000	Price	13.34
101-371-714.000	Pumphrey	13.34
101-305-714.000	Ripp	5.12
101-325-714.000	Rodriguez	5.12
101-305-714.000	Rozum	9.23
101-305-714.000	Rupard	5.12
101-305-714.000	Schemanske	5.12

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION

INVOICE INFORMATION

101-305-714.000	Selpenko	13.34
101-336-714.000	Smith	13.34
101-325-714.000	Smith	13.34
101-305-714.000	Smitherman	9.23
592-172-716.000	Snell	9.23
101-336-714.000	Tefend	13.34
101-305-714.000	Tiderington	5.12
101-305-714.000	Tiderington	13.34
101-325-714.000	Turley	9.23
101-336-714.000	Villet	13.34
592-172-716.000	Visel	13.34
101-171-714.000	Wallace	9.23
101-305-714.000	Warring	5.12
592-172-716.000	Anderson C	9.23
101-305-714.000	Anderson E	9.23
592-172-716.000	Anulewicz	9.23
101-290-714.000	Barney	5.12
101-336-714.000	Belsky	9.23
101-305-714.000	Berry C	9.23
101-336-714.000	Eldridge	9.23
592-172-716.000	Fidh	9.23
101-336-714.000	Groth	9.23
101-336-714.000	Haar	13.34
101-336-714.000	Hahn	13.34
592-172-716.000	Hollis	5.12
101-336-714.000	Honke	5.12
101-305-714.000	Jarvis	5.12
101-336-714.000	Jury	13.34
101-336-714.000	King M	9.23
101-371-714.000	Kloc	9.23
101-336-714.000	Knupp	9.23
101-691-714.000	Kozian	9.23
101-305-714.000	Lego	13.34
101-336-714.000	Maas	5.12
101-290-714.000	Massengill	5.12
101-336-714.000	Maycock	9.23
101-336-714.000	McDunmon	5.12
101-371-714.000	McIlhargey	9.23
101-336-714.000	Miller C	5.12
101-336-714.000	Mothersbaugh	9.23
101-209-714.000	Pyykkonen	5.12
101-336-714.000	Ralney	13.34
101-305-714.000	Rapson	9.23
101-290-714.000	Richardson	9.23
101-325-714.000	Rockwell	9.23
101-336-714.000	Russo	9.23
592-172-716.000	Smith C	5.12
101-305-714.000	Smith R	9.23
101-691-714.000	Smith Timothy C	5.12
101-336-714.000	Vakensky	9.23
101-336-714.000	Vanvieck	9.23
101-336-714.000	Warren	9.23
101-336-714.000	Wendel	5.12
101-336-714.000	Westfall	13.34
101-290-714.000	Whitmore	9.23
101-305-714.000	Wilson	9.23
101-305-714.000	Wood	5.12
101-305-714.000	Bonadeo	13.34

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

<i>101-305-714.000</i>	<i>Laura</i>	<i>5.12</i>
<i>592-172-716.000</i>	<i>Fitzgerald</i>	<i>13.34</i>

WAYNE COUNTY

7/16 Traffic Signal Energy

Invoice Amount:**\$122.20****Check Date:****08/31/2016**

<i>101-446-920.000</i>	<i>7/16 Traf Sig Energy</i>
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*122.20***WCA ASSESSING**

Appraisal Services Rendered Sept 2016

Invoice Amount:**\$18,278.17****Check Date:****08/31/2016**

<i>101-209-818.000</i>	<i>Appraisal Services Rendered</i>
<i>101-209-818.000</i>	<i>Co-Star Services</i>

*18,121.50**156.67***Total Amount to be Disbursed:****\$226,719.52**

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION****14A-2 DISTRICT COURT**

POLICE BOND 8/22/16

702-100-087.000 5581

Invoice Amount:**\$1,100.00****Check Date:****08/25/2016**

1,100.00

35TH DISTRICT COURT

POLICE BOND 8/16/2016

702-100-087.000 6224

Invoice Amount:**\$500.00****Check Date:****08/25/2016**

500.00

35TH DISTRICT COURT

POLICE BOND 8/22/16

702-100-087.000 5576

Invoice Amount:**\$2,506.00****Check Date:****08/25/2016**

300.00

702-100-087.000 5577

300.00

702-100-087.000 5578

740.00

702-100-087.000 5580

1,166.00

47TH DISTRICT COURT

POLICE BOND 8/22/16

702-100-087.000 5579

Invoice Amount:**\$964.00****Check Date:****08/25/2016**

964.00

Total Amount to be Disbursed:**\$5,070.00**

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION****CONSUMERS ENERGY**

Consumer monthly - July 2016

Invoice Amount: \$1,308.84**Check Date: 08/24/2016**

101-171-921.000	Supervisor	95.63
101-201-921.000	Info Services	51.17
101-209-921.000	Assessing	27.37
101-215-921.000	Clerk	83.10
101-253-921.000	Treasurer	34.71
101-265-854.000	Twp. Hall	16.33
101-305-921.000	Police	274.63
101-325-921.000	Dispatch	114.32
101-336-921.000	Fire	207.63
101-371-921.000	Building	60.20
101-400-921.000	Community Development	33.72
101-691-921.000	Park	55.63
226-226-921.000	Solid Waste	7.93
592-172-921.000	DPW	110.44
510-510-737.000	Golf Course	108.80
592-444-745.000	DPW	27.23

HEMMING,POLACZYK,CRONIN,SMITH,

Legal Services July 2016

Invoice Amount: \$11,192.58**Check Date: 08/24/2016**

101-305-826.000	Ordinance Prosecutions	4,361.70
101-801-826.000	Community Development	2,113.12
101-290-826.000	Admin	1,680.00
101-290-826.000	Misc.	19.00
592-172-830.000	Public Services	2,139.38
101-290-826.000	Building	879.38

M M L WORKERS' COMPENSATION FUND

Worker's Compensation 7/1/2016-7/1/217-Inst #

Invoice Amount: \$30,924.00**Check Date: 08/24/2016**

101-101-720.000	Board of Trustees	18.84
101-171-720.000	Supervisor	218.84
101-201-720.000	Info services	66.34
101-209-720.000	Assessing	22.11
101-215-720.000	Clerk	188.37
101-247-720.000	Board of Review	3.28
101-253-720.000	Treasurer	188.37
101-305-720.000	Police	11,358.52
101-325-720.000	Dispatch	568.72
101-336-720.000	Fire	13,050.20
101-371-720.000	Building	381.50
101-400-720.000	Community Development	58.97
101-691-720.000	Park	912.22
101-801-720.000	Planning Commission	11.47
226-226-720.000	Solid Waste	58.97
592-172-720.000	Water and Sewer	3,740.29
101-262-720.000	Election	76.99

MUNICIPAL WEB SERVICES

Website Hosting July 2016

Invoice Amount: \$255.00**Check Date: 08/24/2016**

101-201-851.000	Website Hosting July 2016	255.00
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CHARTER TWSP OF PLYMOUTH

Monthly Credit Card Expense

Invoice Amount: \$17,859.82**Check Date: 08/24/2016**

101-305-863.000	Plastic wedge-vehicle lock out	72.90
101-305-960.000	Lexus Nexus annual renewal	67.92
101-305-727.000	Zip ties and cable ties	20.08

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

101-305-863.000	Renewal tabs	39.78
101-305-727.000	Evidence Bags	561.21
101-305-960.000	Hotel-Training Lansing	138.03
101-336-960.000	Blue card Training Acct Lic	90.00
101-325-960.000	911 Conference fees	600.00
101-325-960.000	Meal 911 Conference	22.79
101-325-960.000	Meal 911 Conference	28.93
101-325-960.000	Hotel 911 Conference-J Brothers	121.90
101-325-960.000	Meal 911 Conference	41.82
101-325-960.000	Meal 911 Conference	22.90
101-325-960.000	Hotel 911 Conf- J. Fitzgerald	121.90
101-325-960.000	Meal 911- Conf	36.81
101-325-960.000	Meal 911- Conf	18.76
101-325-960.000	Hotel 911 Conf C Fell	243.80
101-215-727.000	Supplies High School Voter Reg drive	9.54
592-172-727.000	Anti-Fatigue mat for DPS	52.99
101-171-960.000	Society for Human Rec Mgmt dues	190.00
592-172-963.000	Blue Tarp	64.98
592-172-780.000	Supplies to fix Meter Templates	33.30
592-291-935.000	Tlberwood Restoration	127.18
701-100-056.000	Costco Membership renewal	55.00
226-226-810.000	HHW Lunch	176.00
101-336-776.000	Supplies Station 3	33.25
101-336-960.000	Training DVD's	284.18
101-336-978.000	Washing machine Station 3	539.00
101-691-931.000	Cleaning supplies-Town Hall	207.38
101-265-776.000	Cleaning supplies-Town Hall	32.96
101-265-776.000	Bldr Seed Town hall	46.60
101-265-776.000	Town Hall carpet cleaning	749.00
226-226-810.000	Refreshments Haz waste day	58.54
101-265-858.000	Sweeper for Friendship Station	49.99
101-265-776.000	Cleaning and Office Supplies	34.96
101-265-858.000	Cleaning and Office Supplies	54.97
101-265-776.000	Office plant supplies	50.02
101-265-776.000	Office plant supplies	15.14
592-291-863.000	Battery for Water Dept vehicle	119.95
101-691-931.000	Cleaning supplies	52.95
101-265-776.000	Carpet Cleaning-Twp Hall	504.00
701-100-056.000	Kitchen Supplies	209.75
101-201-727.000	Misc. Computer Supplies	51.00
101-171-727.000	Zbxmall Standalone 1 yr agreement	110.00
101-691-931.000	Potted flowers for Parks	139.94
101-691-931.000	Pruner	44.85
101-691-931.000	Gardening supplies-Parks	64.02
101-691-931.000	Chain saw maintenance	87.55
101-691-973.000	Tie Downs	29.91
101-691-931.000	Parks supplies	105.75
101-691-931.000	Parks cleaning supplies	79.80
101-371-960.000	Meal-during conference	20.73
101-371-960.000	Spring Training Conference lodging	219.78
101-336-979.000	Bags for E-3 fire alarm station 2	115.76
101-336-727.000	Accountability tags-Kolh	12.00
101-336-727.000	Velcro for name tags	9.47
101-336-863.000	Vehicle tire brushes	14.91
101-336-727.000	Magnet for station metal cabinet	1.50
101-336-979.000	Misc Supplies-Station 3	92.52
101-336-776.000	Misc Supplies Station 1	89.45
510-100-180.000	Fan for golf course	238.00

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

510-100-180.000	Fan for golf course	238.00
510-100-180.000	Stop molding-golf course	126.72
510-100-180.000	Cas leg golf course	22.26
101-691-727.000	USB 16 G	19.07
101-851-530.000	Steel White epoxy	650.00
101-691-931.000	Flowers for Park	134.56
510-100-180.000	Supplies-golf course maintenance	337.92
101-691-931.000	Flowers for Park	162.77
101-691-931.000	Flowers for Park	79.38
101-691-931.000	Supplies-Park	77.15
101-691-931.000	Flowes park	53.41
101-691-931.000	Pipe fitting	2.11
101-691-931.000	Spray pad cleaner	81.92
101-691-758.000	Polo's Park employees	1,000.00
101-691-931.000	Polo's Park employees	550.00
101-336-960.000	Monthly Chiefs Meeting	20.00
101-336-727.000	IAFC Renewal Assoc Dues	209.00
101-336-727.000	IFSTA Essentials 6th addition training	61.63
101-691-931.000	Misc parts- return	(42.47)
101-691-931.000	Lawn mower parts and maintenance	103.46
101-305-758.000	Unlform and training items	132.97
101-691-931.000	Misc lawn mover parts	47.01
101-305-960.000	Travel-Conference-airfare	730.20
101-305-960.000	Travel-Conference-Lodging	284.54
101-305-960.000	Travel-meal 5/23/16	31.19
101-305-960.000	Travel-meal 5/24/16	16.04
101-305-960.000	Travel meal 5/24/16	21.20
101-305-960.000	Travel airport parking	46.00
101-171-727.000	Document frames fir BOT proclamations	48.74
101-171-727.000	Refreshments HOA meeting cups for FS	21.10
101-171-960.000	ICSC Michigan Idea Retail Program	95.00
510-510-737.000	Wayne Cty Health-Food Lic Golf Course	502.00
246-246-970.150	Tables for Pavillion	158.99
246-246-970.150	Tables for Pavillion	3,338.78
101-253-727.000	Gov Finance Membership	225.00
101-253-727.000	Gov Finance Membership	150.00
101-691-931.000	Baseball net	201.01
101-691-931.000	Flags and bunting	89.39
101-290-963.000	Picnic supplies	126.87
101-691-931.000	Flags and bunting	40.74
101-290-963.000	Flags and bunting	124.59
101-691-931.000	Park supplies	33.92
101-691-931.000	Gloves park supplies	10.00
101-290-963.000	Hooks for bunting	28.55
101-691-931.000	Credit for shipping expense	(59.00)

CHARTER TWSP OF PLYMOUTH

June 2016 Credit Card

Invoice Amount: \$8,967.50**Check Date: 08/24/2016**

101-305-960.000	Police Training class	199.00
101-305-727.000	FOIA software	283.94
101-325-727.000	Latex gloves and fem. prot products pollic	37.40
101-290-963.000	Dessert for Anniv Lunch	23.95
101-290-963.000	Balloons for anniv lunch	19.08
101-265-776.000	Supplies, anniv lunch	12.72
805-805-970.005	Blacktop patch	731.09
592-172-963.000	Soccer park drinking fountain repair	111.56
101-691-931.000	PVC cement	7.38
592-443-937.000	Parts for PRV repairs	77.37

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

592-443-937.000	Parts for PRV repairs	38.62
592-443-937.000	Parts for PRV repairs	39.26
592-172-781.000	DPW shop supplies	131.80
101-290-963.000	Food twp anniv lunch	32.17
101-290-963.000	Food twp anniv lunch	553.20
101-290-963.000	Food twp anniv lunch	27.40
101-290-963.000	Food twp anniv lunch	105.80
101-290-963.000	Supplies twp anniv lunch	42.76
701-100-055.000	Wayne Cty Health Picnic	320.00
701-100-055.000	Ice Cream-Picnic	189.60
592-172-861.000	AWWA Conference-food	26.02
592-172-861.000	AWWA Conf, cab	25.00
592-172-861.000	AWWA Conf Cab	45.60
592-172-861.000	AWWA Conf food	18.92
592-172-861.000	AWWA Conf Food	42.17
592-172-861.000	AWWA Conf food	15.59
592-172-861.000	AWWA Conf food	6.69
592-172-861.000	AWWA Conf Cab	37.70
592-172-861.000	AWWA Conf travel	25.00
592-172-861.000	AWWA Conf food	15.59
592-172-861.000	AWWA Conf travel	115.00
592-172-861.000	AWWA Conf hotel	1,169.32
592-172-861.000	AWWA Conf meal	11.14
592-172-861.000	AWWA Conf meal	4.45
592-172-861.000	AWWA Conf meal	12.25
592-172-861.000	Supplies-Fire Station	17.88
101-336-960.000	Blue card license renewal	90.00
101-336-960.000	Supplies Fire	164.39
101-336-960.000	Driver training board supplied	9.78
101-265-776.000	Target-cleaning supplies	20.13
101-265-776.000	Target-cleaning supplies	47.89
101-265-858.000	Twp Hall supplies-Home Depot	10.79
101-691-931.000	Twp Hall cleaning supplies	97.90
101-265-776.000	Specialty Pets-bird food, twp hall	43.10
101-265-776.000	Twp Hall carpet cleaning	1,140.00
101-265-858.000	Twp Hall batteries, plant hook	18.94
101-265-776.000	Corner guard	42.27
101-265-776.000	Twp Hall supplies	3.77
101-265-858.000	Twp Hall supplies	44.39
101-215-727.000	Twp Hall supplies	59.88
101-265-858.000	Twp hall supplies	12.00
101-265-776.000	Twp hall supplies	17.97
101-305-776.000	Twp hall supplies	21.65
101-265-776.000	Twp hall supplies	25.96
101-691-931.000	Twp Park cleaning supplies	89.08
101-691-931.000	Twp Park cleaning supplies	14.48
101-290-963.000	Cakes- Emp Rec lunch	39.98
101-290-941.000	Go Daddy 3 year annual renewal	167.97
101-691-931.000	Plants for Parks	160.82
101-691-931.000	Ex rubber, concrets 4 Season Pav	99.00
101-691-931.000	4 Seasons Pav concrete work	68.09
101-691-931.000	Door wedge-4 Season Pav	1.48
101-691-931.000	Gloves-Parks-Safety	12.95
101-691-931.000	Gloves-Parks-Safety	31.08
101-691-931.000	Lawn mower oil	48.88
101-691-931.000	Water tank-Parks	13.37
101-691-931.000	Plunger-Lakepoint bathroom	7.98
101-691-931.000	Gloves-Parks	8.99

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

101-691-931.000	Landscape adhesive-Parks	14.94
101-691-931.000	4 seasons concrete supplies	38.82
101-691-931.000	Blade sharpener force line	82.99
101-691-931.000	Water key	8.28
101-691-931.000	Weed whip-filter	10.15
101-691-931.000	Bug spray	26.69
701-100-055.000	Glue, straws paper plates, picnic	7.42
701-100-055.000	Craft supplies-picnic	68.74
101-371-863.000	Buffing compound	49.56
101-336-960.000	Blue Card renewal	90.00
101-336-979.000	Cabinet lock-St 1	6.57
101-336-960.000	Paramedic Renewal-Mann	25.00
101-691-931.000	Mulch	399.60
101-336-960.000	Paramedic Renewal-Phillips	25.00
101-336-727.000	Food FF's for structure fire	49.97
101-305-960.000	Lodging-MACP Conf	358.20
101-305-960.000	Food MACP Conf	13.00
101-305-960.000	Food MACP Conf	16.25
101-305-960.000	Fuel MACP Conf	47.02
101-305-960.000	Food MACP Conf	14.32
101-305-863.000	Fuel, Police Vehicle	35.12
101-265-885.000	Battery and jump starter	105.99
101-290-963.000	Emp Rec lunch beverages	29.28
101-171-727.000	Supervisor's Office Hours Refreshments	15.72
588-588-863.000	Bus rental-Friendship Station	200.00
101-290-963.000	Photos-Emp Rec lunch	8.85
101-171-727.000	3 frames, BOT presentations	12.64

RAYHAVEN GROUP, INC.

Replace Damged Mens Room Door (Open Air Pavi

101-691-931.000

Replace mens room door at park

Invoice Amount: \$1,285.00**Check Date: 08/24/2016**

1,285.00

RIZZO ENVIRONMENTAL SERVICES

JULY RESIDENTIAL

226-226-810.000

JULY RESIDENTIAL TRASH

65,527.20

226-226-810.000

JULY RESIDENTIAL RECYCLING

18,278.64

226-226-810.000

JULY RESIDENTIAL YARDWASTE

17,588.88

Invoice Amount: \$101,394.72**Check Date: 08/24/2016****RIZZO ENVIRONMENTAL SERVICES**

JULY 2016 RESIDENTIAL YARD WASTE DISPOSAL

226-226-810.000

JULY YARD WASTE DISPOSAL IN TONS

Invoice Amount: \$6,119.28**Check Date: 08/24/2016**

6,119.28

RIZZO ENVIRONMENTAL SERVICES

TWP FACILITIES

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 PNT SOCCER PARK TRASH

85.00

101-265-776.000

TWP HALL TRASH/RECYCLE

215.00

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

Invoice Amount: \$1,075.00**Check Date: 08/24/2016****RIZZO ENVIRONMENTAL SERVICES**

DPW STREET SWEEPING DEBRIS

592-172-776.000

PICKUP/RETURN

350.00

592-172-776.000

7.78 TONS

194.50

592-172-776.000

12.57 TONS

314.25

Invoice Amount: \$858.75**Check Date: 08/24/2016**

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

VENDOR INFORMATION**INVOICE INFORMATION****RIZZO ENVIRONMENTAL SERVICES**

Enclosed Recycling

226-226-810.000

20yd open top 7/27/16

Invoice Amount: \$195.00**Check Date: 08/24/2016**

195.00

VERIZON WIRELESS

July 2016 wireless bills

592-172-853.000

DPW wireless devices

284.32

101-201-853.000

Info services wireless devices

0.27

101-325-853.000

PD dispatch wireless devices

52.60

101-336-853.000

Fire wireless devices

120.11

101-691-853.000

Park foreman wireless device

40.01

805-805-970.005

Sidewalk Inspector wireless device

29.65

226-226-853.000

Solid waste wireless device

52.10

588-588-853.000

Senior Transportation wireless device

126.19

Invoice Amount: \$705.25**Check Date: 08/24/2016****WAYNE COUNTY**

7/16 Traffic Signal Energy

101-446-920.000

7/16Traf Sig Energy

Invoice Amount: \$218.81**Check Date: 08/24/2016**

218.81

WESTERN TWNSPS UTILITIES AUTHORITY

WTUA July 2016

592-441-742.000

July 2016 Charges

262,161.91

592-441-743.000

July 2016 IPP-IWC

4,697.42

592-443-937.000

Country Club Pump Station

606.13

Invoice Amount: \$267,465.46**Check Date: 08/24/2016****ZAUSMER, AUGUST & CALDWELL, P.C.**

Legal Fees

101-290-826.000

Legal Fees

Invoice Amount: \$5,041.08**Check Date: 08/24/2016**

5,041.08

ZAUSMER, AUGUST & CALDWELL, P.C.

Legal Fees

101-290-826.000

Legal Fees

Invoice Amount: \$13,777.82**Check Date: 08/24/2016**

13,777.82

ALERUS FINANCIAL

Define Contribution 08/19/2016

101-325-714.050

Define Contribution 08/05/2016

573.84

101-100-231.000

Employee Cont 08/05/2016

283.40

Invoice Amount: \$857.24**Check Date: 08/24/2016****ADP INC**

Payroll processing 08/19/2016

101-290-941.000

Payroll processing 08/19/2016

Invoice Amount: \$3,077.70**Check Date: 08/24/2016**

3,077.70

CORPORATE CLEANING GROUP INC

Monthly Janitorial DPW Aug 2016

592-172-776.000

DPW July 2016

345.00

101-265-858.000

Senior Center July 2016

60.00

Invoice Amount: \$405.00**Check Date: 08/24/2016****CORPORATE CLEANING GROUP INC**

Aug 2016 Service

101-305-776.000

Janitorial Service

904.37

101-265-776.000

Janitorial Service

1,370.97

592-172-776.000

Janitorial Service

187.11

101-336-776.000

Janitorial Service

93.55

101-325-818.000

Janitorial Service-Haz Mat Cleans

174.00

101-265-858.000

Janitorial Service Friendship Station

117.00

Invoice Amount: \$2,847.00**Check Date: 08/24/2016**

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

VENDOR INFORMATION**INVOICE INFORMATION****HONKE, ANITA**

Medicare Part B Sept 2016

101-336-714.000

Medicare Part B Sept 2016

Invoice Amount:**\$105.80****Check Date:****08/24/2016**

105.80

I.A.F.F. - LOCAL 1496

IAFF Union Dues - Aug 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

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

KNUPP, FRED L.

Medicare Part B Sep 2016

101-336-714.000

Sep 2016

Invoice Amount:**\$104.90****Check Date:****08/24/2016**

104.90

MAAS, CARLAS

Medicare Part B Sept 2016

101-336-714.000

Medicare Part B Sept 2016

Invoice Amount:**\$141.40****Check Date:****08/24/2016**

141.40

JOHN HANCOCK LIFE INSURANCE CO.

EMPLOYER MATCH PAYROLL 8/19/2016

592-291-714.040

BARTLETT

277.20

101-100-123.000

BOYCE

212.56

101-215-714.010

CONZELMAN

585.06

101-171-714.010

COOBATIS

527.30

101-336-714.020

CULVER

301.35

592-291-714.040

COURTER

376.61

101-253-714.010

EDWARDS

585.06

592-291-714.010

FELLRATH

591.10

101-305-714.010

GORDON

270.56

101-265-714.010

HACK

224.66

101-336-714.020

HALLER

273.23

101-253-714.010

HAMMYE

326.82

101-201-714.010

JANKS

552.31

101-336-714.010

JOWSEY

235.35

101-336-714.020

KOHL

241.08

592-291-714.040

KRUEGER

291.12

101-215-714.010

KUSHNER

473.08

592-172-714.010

LATAWIEC

235.35

101-215-714.010

LECLAIR

297.68

101-371-714.010

LEWIS

509.68

101-215-714.010

LOZIER

326.82

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

592-291-714.040	MELOW	291.12
101-691-714.010	MITCHELL	353.08
592-291-714.040	NELSON	207.96
592-291-714.040	OVERAITIS	277.20
101-371-714.010	PALMARCHUK	270.56
101-305-714.010	PAWLOWSKI	235.35
101-336-714.020	PICKERT	301.35
101-171-714.010	PRICE	642.60
101-371-714.010	PUMPHREY	297.68
101-400-714.010	RADTKE	316.85
592-291-714.010	SCHOLTEN	277.20
101-336-714.020	SMITH	301.35
592-172-714.010	SNELL	235.35
592-291-714.040	THOMAS	263.40
101-305-714.010	TIDERINGTON T	661.75
592-172-714.010	VISEL	223.65
101-171-714.010	WALLACE	362.69
101-305-714.000	Bonadeo	243.68
592-172-714.000	Worth	207.96
592-172-714.000	Pumphrey Z	207.96

JOHN HANCOCK LIFE INSURANCE CO.

EMPLOYEE W/H PAYROLL 8/19/2016

Invoice Amount: \$3,872.85
Check Date: 08/24/2016

592-100-231.000	BARTLETT	92.40
101-100-123.000	BOYCE	70.85
101-100-231.000	CONZELMAN	195.02
101-100-231.000	COOBATIS	175.77
101-100-231.000	CULVER	100.45
592-100-231.000	COURTER	125.54
101-100-231.000	EDWARDS	195.02
592-100-231.000	FELLRATH	197.03
101-100-231.000	HALLER	91.08
101-100-231.000	HAMMYE	108.94
101-100-231.000	JANKS	184.10
101-100-231.000	KOHL	80.36
592-100-231.000	KRUEGER	97.04
101-100-231.000	KUSHNER	157.69
101-100-231.000	LEWIS	169.89
101-100-231.000	LOZIER	108.94
592-100-231.000	MELOW	97.04
101-100-231.000	MITCHELL	117.69
592-100-231.000	NELSON	69.32
592-100-231.000	OVERAITIS	92.40
101-100-231.000	PAWLOWSKI	65.24
101-100-231.000	PICKERT	100.45
101-100-231.000	PRICE	214.20
101-100-231.000	RADTKE	105.62
592-100-231.000	SCHOLTEN	92.40
101-100-231.000	SMITH	100.45
592-100-231.000	SNELL	100.00
592-100-231.000	THOMAS	87.80
101-100-231.000	TIDERINGTON T	220.58
101-100-231.000	WALLACE	120.90
592-100-231.000	WORTH	69.32
592-100-231.000	Pumphrey Z	69.32

NATIONWIDE RET SOL USCM/MIDWEST

Pay Period End 8/19/2016

Invoice Amount: \$12,995.52
Check Date: 08/24/2016

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION

INVOICE INFORMATION

101-100-239.000	MANN	417.18
101-100-239.000	ANTAL	307.69
101-100-239.000	ATKINS	550.00
592-100-239.000	BARTLETT	40.00
101-100-239.000	BEREZAK	100.00
101-100-239.000	BONADEO	200.00
101-100-239.000	BONO	100.00
101-100-239.000	BROTHERS	275.00
101-100-239.000	BULMER	100.00
101-100-239.000	CHESTON	300.00
101-100-239.000	CIOMA	310.00
101-100-239.000	CLARK	20.00
101-100-239.000	COFFELL	125.00
101-100-239.000	CONROY	10.00
101-100-239.000	COOBATIS	650.00
592-100-239.000	COURTER	150.00
101-100-239.000	CULVER	50.00
101-100-239.000	CURMI, CHARLES	415.65
101-100-239.000	DEVOTO	360.00
101-100-239.000	FELL	225.00
101-100-239.000	FETNER	100.00
101-100-239.000	FOX	100.00
101-100-239.000	FRITZ	200.00
101-100-239.000	GROSS	693.00
101-100-239.000	HAMMYE	782.00
101-100-239.000	HARRELL	200.00
101-100-239.000	HOFFMAN	400.00
101-100-239.000	JANKS	200.00
101-100-239.000	JOWSEY	30.00
101-100-239.000	KREBS	250.00
592-100-239.000	KRUEGER	150.00
101-100-239.000	KUDRA	175.00
592-100-239.000	LATAWTEC	175.00
101-100-239.000	LECLAIR	265.00
101-100-239.000	LEWIS	20.00
101-100-239.000	LINTON	150.00
101-100-239.000	MACK	250.00
101-100-239.000	MALLARI	200.00
101-100-239.000	MANGAN	130.00
592-100-239.000	MELOW	67.00
592-100-239.000	OVERAITIS	50.00
101-100-239.000	PAWLOWSKI	200.00
101-100-239.000	PHILLIPS	35.00
101-100-239.000	PICKERT	100.00
101-100-239.000	PUMPHREY	150.00
101-100-239.000	RANDALL	300.00
101-100-239.000	RIPP	125.00
101-100-239.000	RODRIGUEZ	50.00
101-100-239.000	ROZUM	250.00
101-100-239.000	RUPARD	200.00
101-100-239.000	SEIPENKO	200.00
592-100-239.000	SNELL	100.00
101-100-239.000	TEFEND	150.00
101-100-239.000	TIDERINGTON, S	50.00
101-100-239.000	VILLET	100.00
592-100-239.000	VISEL	100.00
101-100-239.000	WALLACE	200.00
101-100-239.000	Bartram, Brad	75.00

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

101-100-239.000	Smitherman, J	75.00
101-100-239.000	Conely	100.00
101-100-239.000	Turley	20.00
101-100-239.000	Kohl	50.00
101-100-239.000	Kushner	923.00
101-100-239.000	Hayes	150.00

M E R S

MERS Aug 2016-Police Match-2

Invoice Amount:**\$41,711.31****Check Date:****08/24/2016**

101-305-714.030	Antal	1,480.34
101-305-714.030	Bartram	1,533.36
101-305-714.030	Brothers	1,480.34
101-305-714.030	Cheston	1,986.49
101-305-714.030	Cloma	1,735.97
101-305-714.030	Coffell	1,843.80
101-305-714.030	Fetner	1,206.20
101-305-714.030	Fetter	1,600.32
101-305-714.030	Fritz	1,904.75
101-305-714.030	Haskin	1,251.95
101-305-714.030	Hayes	1,902.16
101-305-714.030	Hinkle	1,268.76
101-305-714.030	Hoffman	1,289.33
101-305-714.030	King	1,775.50
101-305-714.030	Krebs	1,206.20
101-305-714.030	Kudra	1,359.65
101-305-714.030	Linton	1,685.80
101-305-714.030	McParland	1,909.88
101-305-714.030	Ripp	1,699.04
101-305-714.030	Rozum	1,825.30
101-305-714.030	Rupard	1,686.16
101-305-714.030	Schemanske	1,880.61
101-305-714.030	Selpenko	1,389.27
101-305-714.030	Smitherman	1,620.35
101-305-714.030	Tidertington	1,949.05
101-305-714.030	Warring	1,240.73

M E R S

MERS Aug 2016 W/H Police

Invoice Amount:**\$15,680.69****Check Date:****08/24/2016**

101-100-231.030	Antal, Robert	553.54
101-100-231.030	Bartram, Brad	573.37
101-100-231.030	Brothers, Jon	553.54
101-100-231.030	Cheston, Steven	742.15
101-100-231.030	Cloma, Bradley	649.39
101-100-231.030	Coffell	689.21
101-100-231.030	Fetner, William	451.04
101-100-231.030	Fetter, Jeffrey	598.54
101-100-231.030	Fritz, Michael	712.39
101-100-231.030	Haskin	468.01
101-100-231.030	Hayes, Jeason	711.14
101-100-231.030	Hinkle, Michael	474.60
101-100-231.030	Hoffman, Marc	482.12
101-100-231.030	King, Caitlin	663.75
101-100-231.030	Krebs, Ryan	451.04
101-100-231.030	Kudra, Daniel	508.42
101-100-231.030	Linton, Marcy	630.65
101-100-231.030	McParland, Jeffrey	713.88
101-100-231.030	Ripp, Jason	635.33
101-100-231.030	Rozum, Charles	682.73

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

101-100-231.030	Rupard, Bryan	630.51
101-100-231.030	Schemanske, Jeremy	703.03
101-100-231.030	Selpenko, Todd	519.49
101-100-231.030	Smitherman, Joseph	605.90
101-100-231.030	Tiderington, Scott	728.81
101-100-231.030	Warring, Aaron	463.94
101-100-231.030	Drake	84.17

M E R S

MERS Aug 2016 FIRE WH

Invoice Amount: \$9,672.72
Check Date: 08/24/2016

101-100-231.020	ATKINS	612.49
101-100-231.020	BUKIS	609.13
101-100-231.020	CONELY	616.38
101-100-231.020	CONROY	594.45
101-100-231.020	FOX	673.55
101-100-231.020	GROSS	708.07
101-100-231.020	HARRELL	617.56
101-100-231.020	MACK	609.39
101-100-231.020	MALLARI	649.24
101-100-231.020	MANGAN	533.11
101-100-231.020	MANN	712.49
101-100-231.020	PHILLIPS	782.00
101-100-231.020	RANDALL	623.52
101-100-231.020	TEFEND	778.71
101-100-231.020	VILLET	552.63

M E R S

MERS Aug 2016 FIRE Match

Invoice Amount: \$22,316.00
Check Date: 08/24/2016

101-100-231.020	ATKINS	1,413.08
101-100-231.020	BUKIS	1,405.32
101-100-231.020	CONELY	1,422.06
101-100-231.020	CONROY	1,371.46
101-100-231.020	FOX	1,553.95
101-100-231.020	GROSS	1,633.60
101-100-231.020	HARRELL	1,424.77
101-100-231.020	MACK	1,405.91
101-100-231.020	MALLARI	1,497.86
101-100-231.020	MANGAN	1,229.94
101-100-231.020	MANN	1,643.79
101-100-231.020	PHILLIPS	1,804.17
101-100-231.020	RANDALL	1,438.54
101-100-231.020	TEFEND	1,796.56
101-100-231.020	VILLET	1,274.99

M E R S

M E R S Aug 2016-Dispatch Match

Invoice Amount: \$5,069.01
Check Date: 08/24/2016

101-100-231.050	BEREZAK	533.47
101-100-231.050	BULMER	555.24
101-100-231.050	CLARK	532.90
101-100-231.050	CROWE	598.45
101-100-231.050	FELL	675.28
101-100-231.050	INNES	536.64
101-100-231.050	SMITH	535.59
101-100-231.050	TURLEY	564.12
101-100-231.050	YUDT	537.32

M E R S

MERS Aug 2016 DISPATCH WH

Invoice Amount: \$4,126.02
Check Date: 08/24/2016

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

VENDOR INFORMATION**INVOICE INFORMATION**

101-100-231.000	BEREZAK	434.23
101-100-231.000	BULMER	451.95
101-100-231.000	CLARK	433.76
101-100-231.000	CROWE	487.12
101-100-231.000	Fell	549.66
101-100-231.000	INNES	436.81
101-100-231.000	SMITH	435.95
101-100-231.000	TURLEY	459.18
101-100-231.000	YUDT	437.36

Total Amount to be Disbursed: \$607,649.79

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION****PLYMOUTH RUBBER & TRANSMISSION**

Repair power wash

592-291-851.000

Hose

592-291-851.000

Fitting 3/8 H x 3/8 MP

592-291-851.000

Fitting 3/8 H x 3/8 MPX

Invoice Amount: \$40.21**Check Date: 08/22/2016**

24.84

5.68

9.69

PLYMOUTH-CANTON COMMUNITY SCHOOLS

JUNE FUEL BLDG DEPT

101-371-863.000

INV 001090

Invoice Amount: \$481.28**Check Date: 08/22/2016**

481.28

A T & T

ATT Bill- Aug 2016

101-201-853.000

Information Services

101-209-853.000

Assessing

101-371-853.000

Building

101-336-853.000

Fire

101-305-853.000

Police

101-171-853.000

Supervisor

101-253-853.000

Treasurer

101-215-853.000

Clerk

101-400-853.000

Community Development

101-325-853.000

Dispatch

226-226-853.000

Solid Waste

592-172-853.000

Water/Sewer

592-291-805.000

Water/Sewer

101-265-854.000

Twp Hall

101-691-853.000

Park

Invoice Amount: \$3,452.84**Check Date: 08/22/2016**

186.86

116.46

207.17

701.93

549.42

249.36

161.66

250.23

300.95

266.14

26.42

237.72

88.08

31.59

78.85

A T & T

Video Arraignment Aug 2016-Per old contract-adj

101-325-853.000

Video Arrignment March 2016

Invoice Amount: \$623.43**Check Date: 08/22/2016**

623.43

ASSOCIATED NEWSPAPERS OF MICHIGAN

Legal Notices - Planning Commission

101-801-813.000

Public Hrg Notice - PUD

101-801-813.000

Public Hrg Notice - Special Land Use

Invoice Amount: \$160.69**Check Date: 08/22/2016**

78.48

82.21

ASSOCIATED NEWSPAPERS OF MICHIGAN

Legal Notice 8-4-2016

101-215-813.000

BOT Mtg Notice

Invoice Amount: \$21.41**Check Date: 08/22/2016**

21.41

ADP INC

Payroll processing 07/31/2016

101-290-941.000

Payroll processing 07/31/2016

Invoice Amount: \$683.93**Check Date: 08/22/2016**

683.93

BLUE CROSS/BLUE SHIELD OF MICHIGAN

Retiree Health September 2016

101-336-714.000

Belsky

101-336-714.000

Honke

101-336-714.000

Knupp

101-336-714.000

Maas

101-336-714.000

Mothersbaugh

101-336-714.000

MothersbaughS

101-336-714.000

Belsky B

101-336-714.000

Hagopian G

101-336-714.000

Knupp :

Invoice Amount: \$4,509.63**Check Date: 08/22/2016**

501.07

501.07

501.07

501.07

501.07

501.07

501.07

501.07

501.07

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

COMCAST			Invoice Amount:	\$194.85
Cable service August 2016			Check Date:	08/22/2016
	101-691-931.000	Soccer fields		64.95
	101-336-921.000	FS#3		64.95
	101-325-853.000	Video arraignment		64.95
HARRELL'S, LLC			Invoice Amount:	\$506.00
Fairway Fertilizer			Check Date:	08/22/2016
	510-510-737.000	Applied 30-0-12		506.00
HARRELL'S, LLC			Invoice Amount:	\$165.60
Herbicide			Check Date:	08/22/2016
	510-510-737.000	2-4 D' Amlne 2.5 Gallon		165.60
HARRELL'S, LLC			Invoice Amount:	\$1,696.88
75% Polyon controlled release fertilizer			Check Date:	08/22/2016
	510-510-737.000	18-9-18 65% NurtiSOP (50lb)		255.29
	510-510-737.000	22-0-10 .125% Dlmension (50lb)		684.30
	510-510-737.000	22-0-19 86% PCU41		684.30
	510-510-737.000	19-0-3 w/ 125% Dlm (50lb)		72.99
HARRELL'S, LLC			Invoice Amount:	\$104.40
Provaunt			Check Date:	08/22/2016
	510-510-737.000	Provaunt 12 Oz		104.40
HARRELL'S, LLC			Invoice Amount:	\$3,348.00
Misc. Surfactants and Fungicides			Check Date:	08/22/2016
	510-510-737.000	Hydro-Cure Pellets 16/8 oz		166.40
	510-510-737.000	Fleet Fast & Firm (2.5 gal)		200.00
	510-510-737.000	Chlpco 26019 Flowable		2,080.16
	510-510-737.000	Dorado Fungicide		901.44
M.C. Smith Associates & Architect			Invoice Amount:	\$1,277.50
Community Park, Recreation, Open Spaces Plan			Check Date:	08/22/2016
	101-691-801.000	Community Park, Recreation, Open Spaces		1,277.50
Ray's Painting			Invoice Amount:	\$92,250.00
Twp Hall and Fire Station One roof painting- 2nd			Check Date:	08/22/2016
	101-265-776.000	50% Draw of contract		52,582.50
	101-305-776.000	50% Draw of contract		15,682.50
	101-336-776.000	50% Draw of contract		23,985.00
UPS			Invoice Amount:	\$11.56
Mailings- Supervisor, Treasurer			Check Date:	08/22/2016
	101-171-727.000	Supervisor Mailing		5.78
	701-100-056.000	Treasurer Mailing		5.78
WOW! BUSINESS			Invoice Amount:	\$118.29
Internet Friendship Station			Check Date:	08/22/2016
	101-265-854.000	Internet Friendship Station		118.29
WCA ASSESSING			Invoice Amount:	\$1,368.02
Legal Services July 2016			Check Date:	08/22/2016
	101-209-826.000	Paralegal		1,368.02
WCA ASSESSING			Invoice Amount:	\$80.60
Legal Services July 2016			Check Date:	08/22/2016

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

	101-209-826.000	Paralegal	80.60
DELTA DENTAL PLAN OF MI			Invoice Amount: \$10,216.36
Sept 2016			Check Date: 08/22/2016
	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	Coobatts	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
	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

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

VENDOR INFORMATION**INVOICE INFORMATION**

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	Selpenko	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
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	37.41
101-336-714.000	Ralney	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

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

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
101-325-714.000	Fitzgerald	117.82
101-305-714.000	Assessment fee-State Claims Tax	61.94
101-305-714.000	Bonadeo, Karen	117.82

PLYMOUTH COMMUNITY ARTS COUNCIL

Four Seasons of Art Event

101-691-818.000	8/10/16 Summer event
101-691-818.000	10/9/16 Fall event

Invoice Amount: \$1,000.00**Check Date: 08/22/2016**

500.00

500.00

HARRELL'S, LLC

Controlled Release Fertilizer

510-510-737.000	30-0-12 .08% Dim (Ton)
510-510-737.000	30-0-12 .08% Dim (50 lb)
510-510-737.000	Spreading Contractor

Invoice Amount: \$6,136.19**Check Date: 08/22/2016**

5,469.44

266.75

400.00

HARRELL'S, LLC

Misc. Fungicide, Insecticide and Herbicides

510-510-737.000	Secure .5 Gal	898.50
510-510-737.000	Acelepryn .5 Gal	2,848.50
510-510-737.000	Daconil Action+Heritage	695.00
510-510-737.000	Renown Fungicide	2,575.00
510-510-737.000	Daconil Action	1,140.00
510-510-737.000	Secure 2.5 Gal	1,457.50
510-510-737.000	Daconil Action+Banner MAXX	335.00
510-510-737.000	Syngenta Snow Mold	5,800.00
510-510-737.000	Daconil Weather Stik 2.5 Gal	1,830.00
510-510-737.000	Vallsta	577.50
510-510-737.000	Syngenta Ground Water Fee-MI	136.16

Invoice Amount: \$18,293.16**Check Date: 08/22/2016****US MATTRESS.COM**

mattresses and protectors

101-336-978.000	7 mattress sets
101-336-978.000	mattress protectors

Invoice Amount: \$3,275.72**Check Date: 08/22/2016**

3,093.72

182.00

Total Amount to be Disbursed: \$150,016.55

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

ENDOR INFORMATION**INVOICE INFORMATION****EDWARDS, RON TREASURER****Invoice Amount:****\$1,143.10**

July 3rd and 4th

Check Date:**08/16/2016**

701-100-055.000	Buschs Ice	90.95
701-100-055.000	Joes Produce	16.33
701-100-056.000	Costco	90.53
701-100-055.000	Picnic Basket	85.80
701-100-056.000	Kroger	108.55
701-100-056.000	Fresh Tyme	43.24
701-100-055.000	Kroger	14.32
701-100-055.000	Home depot	20.77
701-100-055.000	Kroger	4.85
701-100-056.000	Party City	22.90
701-100-055.000	Kroger	11.98
701-100-055.000	Kroger	200.88
701-100-055.000	Gordon Food Service	26.28
701-100-056.000	Kohls	168.13
701-100-056.000	Meijer	99.23
701-100-056.000	Meijer	100.73
701-100-055.000	Buschs	26.73
701-100-055.000	Kroger	10.90

BONO, JENNIFER**Invoice Amount:****\$64.80**

Mileage 1/27/16 thru 7/11/16

Check Date:**08/16/2016**

101-253-727.000	Mileage Reimb 1/27/16 thru 7/11/16	64.80
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DEVOTO, CLAUDIA**Invoice Amount:****\$40.50**

Mileage 5/12/16 thru 7/1/16

Check Date:**08/16/2016**

101-253-727.000	Mileage Reimburse 5/12/16 thru 7/1/16	40.50
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LUDTKE, SHELLY**Invoice Amount:****\$90.18**

Mileage Reimburse 6/7/16 thru 7/15/16

Check Date:**08/16/2016**

101-253-727.000	Milage Reimburse 6/7/16 thru 7/15/16	90.18
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MICH MUN RISK MGT AUTHORITY ECP**Invoice Amount:****\$10,004.52**

Electric April

Check Date:**08/16/2016**

101-171-921.000	Electric Choice April	569.24
101-201-921.000	Electric Choice April	304.59
101-209-921.000	Electric Choice April	162.94
101-215-921.000	Electric Choice April	494.69
101-253-921.000	Electric Choice April	206.61
101-265-921.000	Electric Choice April	173.32
101-305-921.000	Electric Choice April	1,634.75
101-325-921.000	Electric Choice April	680.52
101-336-921.000	Electric Choice April	737.49
101-371-921.000	Electric Choice April	358.37
101-400-921.000	Electric Choice April	200.74
592-172-921.000	Electric Choice April	880.75
592-172-921.000	Electric Choice April	471.79
592-172-921.000	Electric Choice April	1,301.67
101-336-921.000	Electric Choice April	240.69
101-691-921.000	Electric Choice April	365.74
101-100-067.010	Electric Choice April	513.24
101-336-921.000	Electric Choice April	707.38

MICH MUN RISK MGT AUTHORITY ECP**Invoice Amount:****\$9,464.86**

Electric May

Check Date:**08/16/2016**

101-171-921.000	Electric Choice May	531.45
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Charter Township of Plymouth **AP Invoice Listing - Board Report**

ENDOR INFORMATION**INVOICE INFORMATION**

101-201-921.000	Electric Choice May	284.37
101-209-921.000	Electric Choice May	152.13
101-215-921.000	Electric Choice May	461.85
101-253-921.000	Electric Choice May	192.89
101-265-921.000	Electric Choice May	116.57
101-305-921.000	Electric Choice May	1,526.23
101-325-921.000	Electric Choice May	635.35
101-336-921.000	Electric Choice May	224.71
101-371-921.000	Electric Choice May	334.58
101-400-921.000	Electric Choice May	187.42
592-172-921.000	Electric Choice May	757.57
592-172-921.000	Electric Choice May	440.47
592-172-921.000	Electric Choice May	753.79
101-336-921.000	Electric Choice May	487.10
101-691-921.000	Electric Choice May	843.74
101-100-067.010	Electric Choice May	449.76
101-336-921.000	Electric Choice May	1,084.88

MICH MUN RISK MGT AUTHORITY ECP

Invoice Amount: \$12,853.56
Check Date: 08/16/2016

Electric June

101-171-921.000	Electric Choice June	815.43
101-201-921.000	Electric Choice June	436.32
101-209-921.000	Electric Choice June	233.42
101-215-921.000	Electric Choice June	708.64
101-253-921.000	Electric Choice June	295.97
101-265-921.000	Electric Choice June	317.20
101-305-921.000	Electric Choice June	2,341.80
101-325-921.000	Electric Choice June	974.85
101-336-921.000	Electric Choice June	344.79
101-371-921.000	Electric Choice June	513.35
101-400-921.000	Electric Choice June	287.58
592-172-921.000	Electric Choice June	675.84
592-172-921.000	Electric Choice June	806.58
592-172-921.000	Electric Choice June	1,070.37
101-336-921.000	Electric Choice June	1,188.42
101-691-921.000	Electric Choice June	618.03
101-100-067.010	Electric Choice June	370.11
101-336-921.000	Electric Choice June	854.86

MICH MUN RISK MGT AUTHORITY ECP

Invoice Amount: \$10,505.04
Check Date: 08/16/2016

Electric March

101-171-921.000	Electric Choice Mar	566.22
101-201-921.000	Electric Choice Mar	302.97
101-209-921.000	Electric Choice Mar	162.08
101-215-921.000	Electric Choice Mar	492.07
101-253-921.000	Electric Choice Mar	205.51
101-265-921.000	Electric Choice Mar	262.47
101-305-921.000	Electric Choice Mar	1,626.10
101-325-921.000	Electric Choice Mar	676.92
101-336-921.000	Electric Choice Mar	239.41
101-371-921.000	Electric Choice Mar	356.47
101-400-921.000	Electric Choice Mar	199.69
592-172-921.000	Electric Choice Mar	469.29
592-172-921.000	Electric Choice Mar	1,367.67
592-172-921.000	Electric Choice Mar	829.90
101-336-921.000	Electric Choice Mar	1,286.65
101-691-921.000	Electric Choice Mar	336.86
101-100-067.010	Electric Choice Mar	497.34

Charter Township of Plymouth AP Invoice Listing - Board Report

ENDOR INFORMATION		INVOICE INFORMATION	
	101-336-921.000	Electric Choice Mar	627.42
EDWARDS, RON TREASURER		Invoice Amount:	\$1,111.86
Mileage		Check Date:	08/16/2016
	101-253-861.000	Jan 2016	217.08
	101-253-861.000	Feb 2016	168.48
	101-253-861.000	March 2016	454.14
	101-253-861.000	April 2016	272.16
Total Amount to be Disbursed:			\$45,278.42

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

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ENDOR INFORMATION			INVOICE INFORMATION	
43RD DISTRICT COURT			Invoice Amount:	\$1,010.00
Police Bond 8/9/16			Check Date:	08/15/2016
	702-100-087.000	6219		1,010.00
35TH DISTRICT COURT			Invoice Amount:	\$870.00
POLICE BOND 8/8/16			Check Date:	08/15/2016
	702-100-087.000	6215		270.00
	702-100-087.000	6216		300.00
	702-100-087.000	6217		300.00
35TH DISTRICT COURT			Invoice Amount:	\$300.00
POLICE BOND 8/9/16			Check Date:	08/15/2016
	702-100-087.000	6218		300.00
35TH DISTRICT COURT			Invoice Amount:	\$390.00
POLICE BOND 8/10/16			Check Date:	08/15/2016
	702-100-087.000	6221		390.00
35TH DISTRICT COURT			Invoice Amount:	\$500.00
POLICE BOND 08/12/16			Check Date:	08/15/2016
	702-100-087.000	6222		500.00
35TH DISTRICT COURT			Invoice Amount:	\$300.00
POLICE BOND 8/15/16			Check Date:	08/15/2016
	702-100-087.000	6223		300.00
			Total Amount to be Disbursed:	\$3,370.00

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

OAKLAND COUNTY		Invoice Amount:	\$7,155.25
CLEMIS Fees - April-June, 2016 Inv. CLM0000009		Check Date:	08/09/2016
101-325-818.000	Membership Usage Fee		1,870.50
101-325-818.000	MDC Participation Fee		3,282.00
101-325-818.000	Livescan Jul-Sept		927.75
101-325-818.000	Mug Capture Strn Maint		1,000.00
101-325-818.000	Crimemapping		75.00
PLYMOUTH-CANTON COMMUNITY SCHOOLS		Invoice Amount:	\$5,173.86
June Fuel Invoice #001090 6/30/16		Check Date:	08/09/2016
101-305-863.000	June Fuel - Patrol Vehicles		5,121.82
101-325-963.000	June Fuel - PSA Vehicle		52.04
R.D.REOME COMPANY		Invoice Amount:	\$495.00
Maintenance Agreement Copier		Check Date:	08/09/2016
101-253-727.000	Maintenance Agree 6/16 to 6/17		495.00
M H R BILLING SERVICES		Invoice Amount:	\$720.00
June Monthly Billing Fee		Check Date:	08/09/2016
101-336-727.000	June Monthly Billing Fee		720.00
M H R BILLING SERVICES		Invoice Amount:	\$522.00
May Services		Check Date:	08/09/2016
101-336-727.000	May Billing Services		522.00
M H R BILLING SERVICES		Invoice Amount:	\$288.00
July Billing Fees		Check Date:	08/09/2016
101-336-727.000	July Billing Fees		288.00
ALERUS FINANCIAL		Invoice Amount:	\$857.24
Define Contribution 08/05/2016		Check Date:	08/09/2016
101-325-714.050	Define Contribution 08/05/2016		573.84
101-100-231.000	Employee Cont 08/05/2016		283.40
COMCAST		Invoice Amount:	\$61.88
Monthly Cable and Internet Township Hall		Check Date:	08/09/2016
101-290-941.000	Aug 2016		61.88
COMCAST		Invoice Amount:	\$114.90
High Speed Internet 08/09/2016-09/08/2016		Check Date:	08/09/2016
101-290-941.000	High Speed Internet		114.90
Dobry, Stanley T.		Invoice Amount:	\$3,432.00
Hearing Case # D14 F 0537		Check Date:	08/09/2016
101-305-826.000	D14-F 0537		3,432.00
FELLRATH, PATRICK		Invoice Amount:	\$223.02
Mileage July 2016		Check Date:	08/09/2016
592-172-727.000	Mileage July 2016		223.02
HOEKSTRA TRANSPORTATION, INC.		Invoice Amount:	\$171.95
Senior Bus Maintanance		Check Date:	08/09/2016
588-588-863.000	A/C check		171.95
JOHN HANCOCK LIFE INSURANCE CO.		Invoice Amount:	\$84.40
Monthly Premium July 2016		Check Date:	08/09/2016
101-100-237.000	Monthly Premium- Antal, Robert July 2016		20.00

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

101-100-237.000

Monthly Premium-Jowsey, Richard- July 16

64.40

M M L WORKERS' COMPENSATION FUND**Invoice Amount: \$30,924.00**

Worker's Compensation 7/1/2016-7/1/217

Check Date: 08/09/2016

101-101-720.000	Board of Trustees	18.84
101-171-720.000	Supervisor	218.84
101-201-720.000	Info services	66.34
101-209-720.000	Assessing	22.11
101-215-720.000	Clerk	188.37
101-247-720.000	Board of Review	3.28
101-253-720.000	Treasurer	188.37
101-305-720.000	Police	11,358.52
101-325-720.000	Dispatch	568.72
101-336-720.000	Fire	13,050.20
101-371-720.000	Building	381.50
101-400-720.000	Community Development	58.97
101-691-720.000	Park	912.22
101-801-720.000	Planning Commission	11.47
226-226-720.000	Solid Waste	58.97
592-172-720.000	Water and Sewer	3,740.29
101-262-720.000	Election	76.99

VANTAGEPOINT TRANSFER AGENTS 803492**Invoice Amount: \$14,300.00**

Retiree Health Care Contribution

Check Date: 08/09/2016

101-215-714.000	Kushner C	650.00
101-305-714.000	Bartram, B	650.00
101-305-714.000	Fetter, J	650.00
101-305-714.000	Haskin, D	650.00
101-305-714.000	Hinkle, M	650.00
101-305-714.000	Schmanske, J	650.00
101-305-714.000	Smitherman, J	650.00
101-305-714.000	Warring, A	650.00
101-325-714.000	Rodriguez, T	650.00
101-336-714.000	Culver	650.00
101-336-714.000	Haller	650.00
101-336-714.000	Kohl	650.00
101-336-714.000	Plkert	650.00
101-336-714.000	Smith	650.00
101-400-714.000	Radke	650.00
101-691-714.000	Mitchell	650.00
592-172-716.000	Iatawiec	650.00
592-172-716.000	Snell	650.00
592-172-716.000	Visel	650.00
592-172-716.000	Nelson	650.00
592-172-716.000	scholten	650.00
101-336-714.000	Bonadeo	450.00
101-305-714.000	Fitzgerald	200.00

VERIZON WIRELESS**Invoice Amount: \$1,519.56**

July 2016 Wireless

Check Date: 08/09/2016

592-172-853.000	DPW	164.23
101-201-853.000	Info services	60.61
101-305-853.000	Police	418.14
101-336-853.000	Fire	300.73
101-691-853.000	Park	50.05
101-215-853.000	Clerk	130.07
101-371-853.000	Building	254.30
101-253-853.000	Treasurer	141.43

Charter Township of Plymouth
AP Invoice Listing - Board Report

VENDOR INFORMATION

INVOICE INFORMATION

Total Amount to be Disbursed:	\$66,043.06
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Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

HARRELD, JO ANN			Invoice Amount:	\$240.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		240.00
MILLER, NORINE			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
PAWELAK, JOAN			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
VOGRIN, DONALD			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
SCHAUDER, JOSEPHINE			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
SPRINGSTEEN, JULANE			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
SYMONS, JOHN			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
ODELL, ALLEN S			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
SCHAUDER, NORMAN STEWART			Invoice Amount:	\$215.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		215.00
PINTO, HEATHER ANN			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
GRIFFIN, HELEN E.			Invoice Amount:	\$190.00
Inspector Pay- State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
SARNA, GERALD			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
PAWLUSZKA, ROSEMARY			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
BAUMGARTNER, GORDON D			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

WASZCZUK, DONA M Inspector Pay - State Primary 101-262-710.000	Invoice Amount: Check Date: SALARY ELECTION WORKERS	\$165.00 08/12/2016 165.00
SIEDLACZEK, BARBARA Inspector Pay - State Primary 101-262-710.000	Invoice Amount: Check Date: SALARY ELECTION WORKERS	\$67.50 08/12/2016 67.50
WAID, BEVERLY Inspector Pay - State Primary 101-262-710.000	Invoice Amount: Check Date: SALARY ELECTION WORKERS	\$240.00 08/12/2016 240.00
BURNS, PHILIP JOSEPH JR. Inspector Pay - State Primary 101-262-710.000	Invoice Amount: Check Date: SALARY ELECTION WORKERS	\$165.00 08/12/2016 165.00
O'NEIL, CAROLYN L Inspector Pay - State Primary 101-262-710.000	Invoice Amount: Check Date: SALARY ELECTION WORKERS	\$240.00 08/12/2016 240.00
SIEDLACZEK, DENNIS M. Inspector Pay - State Primary 101-262-710.000	Invoice Amount: Check Date: SALARY ELECTION WORKERS	\$67.50 08/12/2016 67.50
GOLDSMITH, BRUCE LAWRENCE Inspector Pay - State Primary 101-262-710.000	Invoice Amount: Check Date: SALARY ELECTION WORKERS	\$165.00 08/12/2016 165.00
CARL, YVONNE FRASER Inspector Pay - State Primary 101-262-710.000	Invoice Amount: Check Date: SALARY ELECTION WORKERS	\$71.25 08/12/2016 71.25
KEATING, CAROLYN SMITH Inspector Pay - State Primary 101-262-710.000	Invoice Amount: Check Date: SALARY ELECTION WORKERS	\$265.00 08/12/2016 265.00
KEATING, JOHN FRANCIS Inspector Pay - State Primary 101-262-710.000	Invoice Amount: Check Date: SALARY ELECTION WORKERS	\$240.00 08/12/2016 240.00
SCHUBATIS, VIRGINIA K. Inspector Pay - State Primary 101-262-710.000	Invoice Amount: Check Date: SALARY ELECTION WORKERS	\$190.00 08/12/2016 190.00
PIKAITIS, JACQUELINE J. Inspector Pay - State Primary 101-262-710.000	Invoice Amount: Check Date: SALARY ELECTION WORKERS	\$190.00 08/12/2016 190.00
CABANAW, LUCILLE AUGUSTA Inspector Pay - State Primary 101-262-710.000	Invoice Amount: Check Date: SALARY ELECTION WORKERS	\$165.00 08/12/2016 165.00
CONNOR, KATHRYN E. Inspector Pay - State Primary 101-262-710.000	Invoice Amount: Check Date: SALARY ELECTION WORKERS	\$190.00 08/12/2016 190.00

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

KORYCKI, CHRISTINE KAREN			Invoice Amount:	\$215.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		215.00
BOND, PAMELA G.			Invoice Amount:	\$25.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		25.00
EHRMAN, MADELYN FRANCES			Invoice Amount:	\$240.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		240.00
NADER, BARBARA L.			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
NADER, ROBERT N.			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
ZADORSKI, ROSITO			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
GREEN, DONALD R.			Invoice Amount:	\$265.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		265.00
STRIEGEL, PENELOPE W			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
SNAGE, EDWARD GEORGE			Invoice Amount:	\$240.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		240.00
THOMPSON, SELAH ANN			Invoice Amount:	\$240.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		240.00
OKASINSKI, TERISE			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
STRIEGEL, JULIA MICHELLE			Invoice Amount:	\$240.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		240.00
GATES, MATTHEW B.			Invoice Amount:	\$63.75
Inspector Pay- State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		63.75
CARL, MICHAEL			Invoice Amount:	\$71.25
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		71.25

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

BURGER, ROBERT C.			Invoice Amount:	\$240.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		240.00
JORDAN, DONALD E.			Invoice Amount:	\$215.00
Inspector Pay - State Primaryh			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		215.00
KOVACHEFF, STANLEY M			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
PRESLEY, JOSEPHINE A.			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
CULLEN, JAMES PATRICK			Invoice Amount:	\$265.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		265.00
DESJARLAIS, MARY ANN			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
EISENHAUER, GARY D			Invoice Amount:	\$215.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		215.00
FACCHINETTI, PAULA KAY			Invoice Amount:	\$240.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		240.00
GOODWIN, CHARLES WALLACE			Invoice Amount:	\$215.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		215.00
REYNOLDS, ELIZABETH			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
VANVLERAH, JAMES			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
JAGALLA, MARY G.			Invoice Amount:	\$25.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		25.00
POSTELL, KEITH A.			Invoice Amount:	\$240.00
Inspector Pay- State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		240.00
TRAHEY, JOSEPH G.			Invoice Amount:	\$240.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		240.00

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

VENDOR INFORMATION**INVOICE INFORMATION**

CARLIN, MICHAEL C.			Invoice Amount:	\$215.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		215.00
BOWMAN, GORDON			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
FOSS, GAIL			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
PALOVICH, GREGORY			Invoice Amount:	\$215.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		215.00
RING, JODI			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
BLAKE, MARY ELIZABETH			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
FARMER, MARILYN KAY			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
FOSS, DOUGLAS KEITH			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
REED, BARBARA ANNE			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
WELTON, RENEE CAROL			Invoice Amount:	\$240.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		240.00
HERMANN, JOYCE			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
CONZELMAN, PATRICIA ANN			Invoice Amount:	\$240.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		240.00
TONKOVICH, CHERYL ANN			Invoice Amount:	\$240.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		240.00
DENICOLA, JOSEPH			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00

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JONES, TONI STOKES			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
MICHNO, AILEEN			Invoice Amount:	\$240.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		240.00
RATKEWICZ, GLENN JOHN			Invoice Amount:	\$265.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		265.00
SCHILLER, SUSAN MARIE			Invoice Amount:	\$190.00
Inspector Pay- State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
STAMBAUGH, PAGE ALLISON			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
ZEH, GEOFFREY NIMMONS			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
O'SULLIVAN, DIANE S.			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
LE CLAIR, DIANE			Invoice Amount:	\$63.75
Inspector Pay- State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		63.75
Blake, Dennis William			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
Chelian, Sam			Invoice Amount:	\$240.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		240.00
Schmidt, Barbara Lynne			Invoice Amount:	\$240.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		240.00
Molley, Joan			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
Theisen, Mark Andrew			Invoice Amount:	\$240.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		240.00
McAuliffe-Hunter, Maureen Mary			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00

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VENDOR INFORMATION**INVOICE INFORMATION**

Bennett, Laura Ann			Invoice Amount:	\$240.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		240.00
Barnard, Dian			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
Blackwell, Susan			Invoice Amount:	\$215.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		215.00
DeRosia, Debra Ann			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
Diveto, Linda Susan			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
Dooley, Deborah Renee			Invoice Amount:	\$265.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		265.00
Green, Karen Sue			Invoice Amount:	\$215.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		215.00
Hill, Patricia E.			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
Lozier, Dave M.			Invoice Amount:	\$97.50
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		97.50
Matuszewski, Michele			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
Mize, Lois Jean			Invoice Amount:	\$215.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		215.00
Ruiz, Evelyn Lucille			Invoice Amount:	\$25.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		25.00
Steigerwald, Gertrude Marie			Invoice Amount:	\$190.00
Inspector Pay- State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
Thimm, Paul Raymond			Invoice Amount:	\$265.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		265.00

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

VENDOR INFORMATION**INVOICE INFORMATION**

Tzau, Rosalyn S.			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
Mason, Corey Paul			Invoice Amount:	\$215.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		215.00
Patterson, Ruth A.			Invoice Amount:	\$265.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		265.00
Saulsberry, Cynthia Ann			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
Arlington, Michele Marie			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
Balگوoyen, James Jay			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
Binkowski, Elizabeth			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
Chance, Florence			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
Crosby, James Robert			Invoice Amount:	\$215.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		215.00
Curtis, Karen Ann			Invoice Amount:	\$215.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		215.00
Dornan, Sandra Zenn			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
Fazakas, Mary Elizabeth			Invoice Amount:	\$25.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		25.00
Franklin, Lillian			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
Karker, Maddie Lynn			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00

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Kummer, Michael Leonard			Invoice Amount:	\$215.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		215.00
McMahon, Virginia Lynn			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
Miller, Christian Edward			Invoice Amount:	\$190.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		190.00
Perrin, Amy Durand			Invoice Amount:	\$25.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		25.00
Skaggs, Susan			Invoice Amount:	\$215.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		215.00
Wasalaski, Deborah Jean			Invoice Amount:	\$165.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		165.00
Webb, Reuben			Invoice Amount:	\$25.00
Inspector Pay - State Primary			Check Date:	08/12/2016
	101-262-710.000	SALARY ELECTION WORKERS		25.00
Total Amount to be Disbursed:				\$22,067.50

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

35TH DISTRICT COURT
POLICE BOND 08/01/2016

702-100-087.000 6212

Invoice Amount: \$500.00
Check Date: 08/13/2016
500.00

35TH DISTRICT COURT
POLICE BOND 7/29/16

702-100-087.000 6210

Invoice Amount: \$500.00
Check Date: 08/13/2016
500.00

35TH DISTRICT COURT
POLICE BOND 8/4/16

702-100-087.000 6213
702-100-087.000 6214

Invoice Amount: \$600.00
Check Date: 08/13/2016
300.00
300.00

Total Amount to be Disbursed: \$1,600.00

Charter Township of Plymouth

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VENDOR INFORMATION**INVOICE INFORMATION**

ADVANTAGE MARKETING SOLUTIONS LLC		Invoice Amount:	\$4,675.00
Economic Development Marketing Plan Project		Check Date:	08/08/2016
101-400-818.000	Economic Development Marketing Plan Proj		4,675.00
A T & T		Invoice Amount:	\$1,054.65
ATT Bill - Aug16		Check Date:	08/08/2016
101-201-853.000	Information Services		57.08
101-209-853.000	Assessing		35.57
101-371-853.000	Building		63.28
101-336-853.000	Fire		214.40
101-305-853.000	Police		167.82
101-171-853.000	Supervisor		76.17
101-253-853.000	Treasurer		49.38
101-215-853.000	Clerk		76.43
101-400-853.000	Community Development		91.92
101-325-853.000	Dispatch		81.29
226-226-853.000	Solid Waste		8.07
592-172-853.000	Water/Sewer		72.62
592-291-805.000	Water/Sewer		26.90
101-265-854.000	Twp Hall		9.65
101-691-853.000	Park		24.07
A T & T		Invoice Amount:	\$32.39
FS#3 Meterline		Check Date:	08/08/2016
101-336-921.000	Meterline, AUG 2016		32.39
ADP INC		Invoice Amount:	\$740.26
Payroll processing 07/17/2016		Check Date:	08/08/2016
101-290-941.000	Payroll processing 07/17/2016		740.26
BLACKWELL FORD INC.		Invoice Amount:	\$36.53
Senior Transportation Van maintenance		Check Date:	08/08/2016
588-588-863.000	Oil change		36.53
BLACKWELL FORD INC.		Invoice Amount:	\$26.46
Senior Transportation Van maintenance		Check Date:	08/08/2016
588-588-863.000	Tire repair		26.46
C.O.A.M. - PLYMOUTH TOWNSHIP		Invoice Amount:	\$336.55
COAM Union Deductions - Aug 2016		Check Date:	08/08/2016
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
DTE ENERGY		Invoice Amount:	\$7.71
DTE Service Miller Park		Check Date:	08/08/2016
101-691-921.000	Miller Park Electric Jun- July 2016		7.71
DTE ENERGY		Invoice Amount:	\$33.57
DTE Service		Check Date:	08/08/2016
510-510-737.000	Detroit Edison 12250 N Beck Road		33.57
DTE ENERGY		Invoice Amount:	\$393.54
Baseball Diamonds July 2016		Check Date:	08/08/2016
101-691-921.000	Baseball Diamonds July 2016		393.54

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION****DTE ENERGY**

Hilltop Golf Course Maintenance Shed-July 2016

510-510-737.000

510-510-737.000

Hilltop Golf Course Clubhouse

Hilltop Golf Course Shed

Invoice Amount:**\$1,167.80****Check Date:****08/08/2016**

1,124.70

43.10

DTE ENERGY

Municipal Street Lighting July 2016

101-446-920.000

Municipal street lighting July 2016

Invoice Amount:**\$5,471.12****Check Date:****08/08/2016**

5,471.12

HARTFORD, THE

Aug 2016 Coverage

Invoice Amount:**\$6,569.97****Check Date:****08/08/2016**

101-305-714.000

Antal

96.75

101-336-714.000

Atkins

81.83

592-172-716.000

Bartlett

56.55

101-305-714.000

Bartram

68.42

101-325-714.000

Berezak

64.54

101-305-714.000

Brothers

96.75

101-336-714.000

Bukis

75.30

101-325-714.000

Bulmer

64.54

101-305-714.000

Cheston

76.41

101-305-714.000

Cioma

76.41

101-325-714.000

Clark

64.54

101-305-714.000

Coffell

76.41

101-336-714.000

Conely

75.30

101-336-714.000

Conroy

83.46

101-215-714.000

Conzelman

96.75

101-171-714.000

Coobatis

96.75

592-172-716.000

Courter

73.06

101-325-714.000

Crowe

64.54

101-336-714.000

Culver

48.60

101-305-714.000

Drake

0.75

101-253-714.000

Edwards

96.75

101-336-714.000

Ervin

3.16

101-325-714.000

Fell

64.54

592-172-716.000

Fellrath

96.75

101-305-714.000

Fetner

86.95

101-305-714.000

Fetter

69.17

101-336-714.000

Fox

79.92

101-305-714.000

Fritz

76.41

101-305-714.000

Gordon

55.44

101-336-714.000

Gross

81.83

101-265-714.000

Haack

47.82

101-336-714.000

Haller

49.38

101-253-714.000

Hammye

64.04

101-336-714.000

Harrell

75.30

101-305-714.000

Haskin

60.30

101-305-714.000

Hayes

76.41

101-305-714.000

Hinkle

50.45

101-305-714.000

Hoffman

83.00

101-325-714.000

Innes

64.54

101-201-714.000

Janks

96.75

101-336-714.000

Jowsey

45.92

101-305-714.000

King

60.30

101-305-714.000

Krebs

86.95

592-172-716.000

Krueger

58.86

101-305-714.000

Kudra

86.95

101-215-714.000

Kushner

89.08

592-172-716.000

Labovic

49.59

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

101-215-714.000	LeClair	59.95
101-371-714.000	Lewis	95.16
101-305-714.000	Unton	76.41
101-215-714.000	Lozier	64.79
101-336-714.000	Mack	79.92
101-336-714.000	Mallari	75.30
101-336-714.000	Mangan	75.30
101-336-714.000	Mann	81.83
101-305-714.000	McPartland	76.41
101-336-714.000	McCreedy	2.93
101-336-714.000	McCreedy	2.93
592-172-716.000	Melow	58.86
101-691-714.000	Mitchell	69.15
592-172-716.000	Overaitis	56.55
101-371-714.000	Palmarчук	53.22
101-305-714.000	Pawlowski	45.92
101-336-714.000	Phillips	96.75
101-336-714.000	Pickert	48.60
101-171-714.000	Price	96.75
101-371-714.000	Pumphrey	59.95
101-400-714.000	Radtke	63.13
101-336-714.000	Randall	75.30
101-305-714.000	Ripp	76.41
101-325-714.000	Rodriguez	59.91
265-300-714.000	Rozum	76.41
101-305-714.000	Rupard	76.41
101-305-714.000	Schemanske	60.30
592-172-716.000	Scholten	52.40
101-305-714.000	Selpenko	86.95
101-336-714.000	Smith	48.60
101-325-714.000	Smith	64.54
101-305-714.000	Smitherman	69.17
592-172-716.000	Snell	45.92
101-336-714.000	Tefend	79.92
592-172-716.000	Thomas	54.25
101-305-714.000	Tiderington	76.41
101-305-714.000	Tiderington	96.75
101-325-714.000	Turley	64.54
226-226-714.000	Vignoe	59.95
101-336-714.000	Villet	75.30
592-172-716.000	Visel	47.65
101-171-714.000	Wallace	70.75
101-305-714.000	Warring	56.36
101-325-714.000	Yudt	64.54
101-336-714.000	Azar	2.93
101-336-714.000	Johnson	2.93
101-336-714.000	LaPointe	2.93
101-336-714.000	Murphy	2.93
592-172-716.000	Nelson	45.04
101-336-714.000	Kohl	49.38
101-336-714.000	Bonadeo	215.90
101-336-714.000	Fitzgerald	75.16

JOHN HANCOCK LIFE INSURANCE CO.
EMPLOYER MATCH PAYROLL 07/31/2016

Invoice Amount: \$13,960.23
Check Date: 08/08/2016

592-291-714.040	BARTLETT	277.20
101-100-123.000	BOYCE	226.13
101-215-714.010	CONZELMAN	585.06

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

101-171-714.010	COOBATIS	527.30
101-336-714.020	CULVER	292.57
592-291-714.040	COURTER	376.61
101-253-714.010	EDWARDS	585.06
592-291-714.010	FELLRATH	591.10
101-305-714.010	GORDON	270.56
101-265-714.010	HACK	224.66
101-336-714.020	HALLER	265.27
101-253-714.010	HAMMYE	326.82
101-201-714.010	JANKS	552.31
101-336-714.010	JOWSEY	235.35
101-336-714.020	KOHL	234.06
592-291-714.040	KRUEGER	291.12
101-215-714.010	KUSHNER	473.08
592-172-714.010	LATAWIEC	235.35
101-215-714.010	LECLAIR	297.68
101-371-714.010	LEWIS	509.68
101-215-714.010	LOZIER	326.82
592-291-714.040	MELOW	291.12
101-691-714.010	MITCHELL	353.08
592-291-714.040	NELSON	207.96
592-291-714.040	OVERAITIS	277.20
101-371-714.010	PALMARCHUK	270.56
101-305-714.010	PAWLOWSKI	235.35
101-336-714.020	PICKERT	292.57
101-171-714.010	PRICE	642.60
101-371-714.010	PUMPHREY	297.68
101-400-714.010	RADTKE	316.85
592-291-714.010	SCHOLTEN	277.20
101-336-714.020	SMITH	292.57
592-172-714.010	SNELL	235.35
592-291-714.040	THOMAS	263.40
101-305-714.010	TIDERINGTON T	661.75
226-226-714.010	VIGNOE	95.26
592-172-714.010	VISEL	223.65
101-171-714.010	WALLACE	362.69
101-305-714.000	Bonadeo	243.68
592-172-714.000	Worth	207.96
592-172-714.000	Pumphrey Z	207.96

JOHN HANCOCK LIFE INSURANCE CO.

EMPLOYEE W/H PAYROLL 07/31/2016

Invoice Amount: \$3,863.59**Check Date: 08/08/2016**

592-100-231.000	BARTLETT	92.40
101-100-123.000	BOYCE	75.38
101-100-231.000	CONZELMAN	195.02
101-100-231.000	COOBATIS	175.77
101-100-231.000	CULVER	97.52
592-100-231.000	COURTER	125.54
101-100-231.000	EDWARDS	195.02
592-100-231.000	FELLRATH	197.03
101-100-231.000	HALLER	88.42
101-100-231.000	HAMMYE	108.94
101-100-231.000	JANKS	184.10
101-100-231.000	KOHL	78.02
592-100-231.000	KRUEGER	97.04
101-100-231.000	KUSHNER	157.69
101-100-231.000	LEWIS	169.89
101-100-231.000	LOZIER	108.94

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

592-100-231.000	MELOW	97.04
101-100-231.000	MITCHELL	117.69
592-100-231.000	NELSON	69.32
592-100-231.000	OVERAITIS	92.40
101-100-231.000	PAWLOWSKI	65.24
101-100-231.000	PICKERT	97.52
101-100-231.000	PRICE	214.20
101-100-231.000	RADTKE	105.62
592-100-231.000	SCHOLTEN	92.40
101-100-231.000	SMITH	97.52
592-100-231.000	SNELL	100.00
592-100-231.000	THOMAS	87.80
101-100-231.000	TIDERINGTON T	220.58
101-100-231.000	WALLACE	120.90
592-100-231.000	WORTH	69.32
592-100-231.000	Pumphrey Z	69.32

MICHIGAN CONFERENCE OF TEAMSTERS

Health Insurance Aug 2016

Invoice Amount: \$10,242.40**Check Date: 08/08/2016**

592-100-123.000	Bartlett, James	1,463.20
592-100-123.000	Krueger, Randy	1,463.20
592-100-123.000	Melow, Steven	1,463.20
592-100-123.000	Overaitis, Joseph	1,463.20
592-100-123.000	Scholten, James	1,463.20
592-100-123.000	Thomas, James	1,463.20
592-100-123.000	Nelson, David	1,463.20

The Mike Cox Law Firm

July 2016 City of Plymouth Fire Retiree Issue

Invoice Amount: \$250.00**Check Date: 08/08/2016**

101-336-826.000	June 2016 City of Plymouth Fire Retiree	250.00
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The Mike Cox Law Firm

July 2016 DEHOCO Legal Fees

Invoice Amount: \$740.00**Check Date: 08/08/2016**

101-801-826.000	June 2016 DEHOCO Legal Fees	740.00
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NATIONAL VISION ADMINISTRATORS LLC

Coverage Aug 2016

Invoice Amount: \$1,226.72**Check Date: 08/08/2016**

101-305-714.000	Antal	13.34
101-336-714.000	Atkins	13.34
101-305-714.000	Bartram	9.23
101-325-714.000	Berezak	5.12
101-305-714.000	Brothers	13.34
592-172-716.000	Bruce	9.23
101-336-714.000	Bukis	13.34
101-305-714.000	Cheston	13.34
101-305-714.000	Cloma	13.34
101-325-714.000	Clark	13.34
101-305-714.000	Coffell	13.34
101-336-714.000	Conely	13.34
101-336-714.000	Conroy	13.34
101-215-714.000	Conzelman	13.34
101-171-714.000	Coobatis	9.23
592-172-716.000	Courter	13.34
101-325-714.000	Crowe	9.23
101-336-714.000	Culver	13.34
101-253-714.000	Edwards	13.34
101-325-714.000	Fell	13.34
592-172-716.000	Fellrath	13.34

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

101-305-714.000	Fetner	13.34
101-305-714.000	Fetter	5.12
101-336-714.000	Fox	13.34
101-305-714.000	Fritz	9.23
101-305-714.000	Gordon	13.34
101-336-714.000	Gross	13.34
101-265-714.000	Haack	9.23
101-336-714.000	Haller	13.34
101-253-714.000	Hammye	13.34
101-336-714.000	Harrell	5.12
101-305-714.000	Haskin	5.12
101-305-714.000	Hayes	9.23
101-305-714.000	Hinkle	5.12
101-305-714.000	Hoffman	13.34
101-325-714.000	Innes	9.23
101-201-714.000	Janks	13.34
101-336-714.000	Jowsey	9.23
101-305-714.000	King	9.23
101-305-714.000	Krebs	13.34
101-305-714.000	Kudra	13.34
101-215-714.000	Kushner	13.34
592-172-716.000	Latawiec	9.23
101-215-714.000	LeClair	5.12
101-371-714.000	Lewis	13.34
101-305-714.000	Linton	13.34
101-215-714.000	Lozier	13.34
101-336-714.000	Mack	9.23
101-336-714.000	Mallari	13.34
101-336-714.000	Mangan	5.12
101-336-714.000	Mann	13.34
101-305-714.000	McParland	9.23
101-691-714.000	Mitchell	5.12
101-371-714.000	Palmarчук	9.23
101-305-714.000	Pawlowski	5.12
101-336-714.000	Phillips	13.34
101-336-714.000	Pickert	5.12
101-171-714.000	Price	13.34
101-371-714.000	Pumphrey	13.34
101-305-714.000	Ripp	5.12
101-325-714.000	Rodriguez	5.12
265-300-714.000	Rozum	9.23
101-305-714.000	Rupard	5.12
101-305-714.000	Schemanske	5.12
101-305-714.000	Seipenko	13.34
101-336-714.000	Smith	13.34
101-325-714.000	Smith	13.34
101-305-714.000	Smitherman	9.23
592-172-716.000	Snell	9.23
101-336-714.000	Tefend	13.34
101-305-714.000	Tiderington	5.12
101-305-714.000	Tiderington	13.34
101-325-714.000	Turley	9.23
101-336-714.000	Villet	13.34
592-172-716.000	Visel	13.34
101-171-714.000	Wallace	9.23
101-305-714.000	Warring	5.12
592-172-716.000	Anderson C	9.23
101-305-714.000	Anderson E	9.23

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

592-172-716.000	Anulewicz	9.23
101-290-714.000	Barney	5.12
101-336-714.000	Belsky	9.23
101-305-714.000	Berry C	9.23
101-336-714.000	Eldridge	9.23
592-172-716.000	Fidh	9.23
101-336-714.000	Groth	9.23
101-336-714.000	Haar	13.34
101-336-714.000	Hahn	13.34
592-172-716.000	Hollis	5.12
101-336-714.000	Honke	5.12
101-305-714.000	Jarvis	5.12
101-336-714.000	Jury	13.34
101-336-714.000	King M	9.23
101-371-714.000	Kloc	9.23
101-336-714.000	Knupp	9.23
101-691-714.000	Kozlan	9.23
101-305-714.000	Lego	13.34
101-336-714.000	Maas	5.12
101-290-714.000	Massengill	5.12
101-336-714.000	Maycock	9.23
101-336-714.000	McDurmon	5.12
101-371-714.000	McIlhargey	9.23
101-336-714.000	Miller C	5.12
101-336-714.000	Mothersbaugh	9.23
101-209-714.000	Pyykkonen	5.12
101-336-714.000	Rainey	13.34
101-305-714.000	Rapson	9.23
101-290-714.000	Richardson	9.23
101-325-714.000	Rockwell	9.23
101-336-714.000	Russo	9.23
592-172-716.000	Smith C	5.12
101-305-714.000	Smith R	9.23
101-691-714.000	Smith Timothy C	5.12
101-336-714.000	Valensky	9.23
101-336-714.000	Vanvleck	9.23
101-336-714.000	Warren	9.23
101-336-714.000	Wendel	5.12
101-336-714.000	Westfall	13.34
101-290-714.000	Whitmore	9.23
101-305-714.000	Wilson	9.23
101-305-714.000	Wood	5.12
101-305-714.000	Bonadeo	13.34
101-305-714.000	Lauria	5.12
592-172-716.000	Fitzgerald	13.34

NATIONWIDE RET SOL USCM/MIDWEST

Pay Period End 7/31/2016

Invoice Amount: \$13,910.50**Check Date: 08/08/2016**

101-100-239.000	MANN	417.17
101-100-239.000	ANTAL	307.69
101-100-239.000	ATKINS	550.00
592-100-239.000	BARTLETT	40.00
101-100-239.000	BEREZAK	100.00
101-100-239.000	BONADEO	200.00
101-100-239.000	BONO	100.00
101-100-239.000	BROTHERS	275.00
101-100-239.000	BULMER	100.00
101-100-239.000	CHESTON	300.00

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

101-100-239.000	CIOMA	310.00
101-100-239.000	CLARK	20.00
101-100-239.000	COFFELL	125.00
101-100-239.000	CONROY	10.00
101-100-239.000	COOBATIS	650.00
592-100-239.000	COURTER	150.00
101-100-239.000	CULVER	50.00
101-100-239.000	CURMI, CHARLES	415.64
101-100-239.000	DEVOTO	360.00
101-100-239.000	FELL	225.00
101-100-239.000	FETNER	100.00
101-100-239.000	FOX	100.00
101-100-239.000	FRITZ	200.00
101-100-239.000	GROSS	693.00
101-100-239.000	HAMMYE	782.00
101-100-239.000	HARRELL	200.00
101-100-239.000	HOFFMAN	400.00
101-100-239.000	JANKS	200.00
101-100-239.000	JOWSEY	30.00
101-100-239.000	KREBS	250.00
592-100-239.000	KRUEGER	150.00
101-100-239.000	KUDRA	175.00
592-100-239.000	LATAWIEC	175.00
101-100-239.000	LECLAIR	265.00
101-100-239.000	LEWIS	20.00
101-100-239.000	LINTON	150.00
101-100-239.000	MACK	250.00
101-100-239.000	MALLARI	200.00
101-100-239.000	MANGAN	130.00
592-100-239.000	MELOW	67.00
592-100-239.000	OVERAITIS	50.00
101-100-239.000	PAWLOWSKI	200.00
101-100-239.000	PHILLIPS	35.00
101-100-239.000	PICKERT	100.00
101-100-239.000	PUMPHREY	150.00
101-100-239.000	RANDALL	300.00
101-100-239.000	RIPP	125.00
101-100-239.000	RODRIGUEZ	50.00
101-100-239.000	ROZUM	250.00
101-100-239.000	RUPARD	200.00
101-100-239.000	SEIPENKO	200.00
592-100-239.000	SNELL	100.00
101-100-239.000	TEFEND	150.00
101-100-239.000	TIDERINGTON, S	50.00
101-100-239.000	VILLET	100.00
592-100-239.000	VISEL	100.00
101-100-239.000	WALLACE	200.00
101-100-239.000	TIDERINGTON, T	915.00
101-100-239.000	Bartram, Brad	75.00
101-100-239.000	Smitherman, J	75.00
101-100-239.000	Conely	100.00
101-100-239.000	Turley	20.00
101-100-239.000	Kohl	50.00
101-100-239.000	Kushner	923.00
101-100-239.000	Hayes	150.00

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

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	Cloma, 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	Tidderington, Scott R.	62.31
101-100-232.040	Turfey, Melanie A.	44.75
101-100-232.010	Warring, Aaron Thomas	62.31
101-100-232.040	Yudt, Raymond	44.75
101-100-232.040	Fitzgerald, James	49.75

CHARTER TWSP OF PLYMOUTH

Plymouth Township - Water/Sewer June 2016

Invoice Amount: \$17,412.09**Check Date: 08/08/2016**

101-171-921.000	Supervisor	39.87
101-201-921.000	Information Services	21.34
101-209-921.000	Assessors	11.41
101-215-921.000	Clerk	34.65
101-253-921.000	Treasurer	14.47
101-265-854.000	Senior Center	922.07
101-305-921.000	Law Enforcement	114.51
101-325-921.000	Communications	47.67
101-336-921.000	Fire	5,695.93
101-371-921.000	Building	25.10
101-400-921.000	Community Development	14.06
101-691-921.000	Park	8,414.48
226-226-921.000	Solid Waste	3.30
592-172-921.000	Admin / General Expense	876.42
510-510-737.000	Golf Course	547.22
592-444-745.000	Power and Pumping	50.87
101-691-921.000	4 Seasons Pavillion	527.78
101-691-921.000	West Point Park	50.94

Ray's Painting

Twp Hall and Fire Station One roof painting

Invoice Amount: \$92,250.00**Check Date: 08/08/2016**

101-265-776.000	50% Draw of contract	52,582.50
101-305-776.000	50% Draw of contract	15,682.50
101-336-776.000	50% Draw of contract	23,985.00

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION****A T & T LONG DISTANCE**

June 2016 Cell Phone

Invoice Amount: \$109.60
Check Date: 08/08/2016

101-201-853.000	Cell phone-Info services	7.49
101-209-853.000	Cell phone-Assessing	4.48
101-371-853.000	Cell phone-Building	12.47
101-336-853.000	Cell phone Fire	19.69
101-171-853.000	Cell phone Supervisor	11.66
101-253-853.000	Cell phone-Treasurer	9.95
101-215-853.000	Cell phone-Clerk	5.81
101-400-853.000	Cell phone-Community Development	4.64
101-325-853.000	Cell phone-Dispatch	7.50
101-265-854.000	Cell phone-Township Hall	1.78
101-691-853.000	Cell phone-Park	1.42
226-226-853.000	Cell phone-Solid Waste	0.25
592-172-853.000	Cell phone-DPW	2.51
101-305-853.000	Cell Phone-Police	19.95

SCHULTZ AND YOUNG, P.C.

June 2016 Legal Expense

Invoice Amount: \$4,003.13
Check Date: 08/08/2016

592-172-830.000	DPW	152.50
592-172-830.000	Fire	1,258.13
101-290-826.000	General Labor	533.75
101-305-826.000	Police	2,058.75

TEAMSTER LOCAL # 214

Teamster Local #214 - Aug 2016

Invoice Amount: \$491.00
Check Date: 08/08/2016

101-100-232.030	Bartlett, James	53.00
101-100-232.030	Krueger, Randy	56.00
101-100-232.030	Melow, Steven	56.00
101-100-232.030	Overaltis, Joseph	53.00
101-100-232.030	Scholten, James	53.00
101-100-232.030	Thomas, James	50.00
101-100-232.030	Nelson, David	40.00
101-100-232.030	Pumphrey, Zachary	65.00
101-100-232.030	Worth, John	65.00

TECHNICAL, PROFESSIONAL AND OFFICE-

TPOAM Union Deductions - Aug 2016

Invoice Amount: \$527.00
Check Date: 08/08/2016

101-100-232.060	Bonadeo, Karen E.	31.00
101-100-232.060	Bono, Jennifer A.	15.50
101-100-232.060	De Blas, Lia M.	15.50
101-100-232.060	Devoto, Claudia P.	15.50
101-100-232.060	Glennie, Gall 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	Leclair, 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	Pawłowski, 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	Visa, Sarah J.	31.00

Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

	101-100-232.060	Geletzke, Alice	15.50
	101-100-232.060	Richardson, Michael	15.50
	101-100-232.060	Ludke, Michelle	15.50
VERIZON WIRELESS		Invoice Amount:	\$158.65
Twp Park Cell-June-July 2016		Check Date:	08/08/2016
	101-691-853.000	Twp Park Cell	158.65
WESTERN TWNSPS UTILITIES AUTHORITY		Invoice Amount:	\$250,297.23
WTUA June 2016		Check Date:	08/08/2016
	592-441-742.000	May 2016 Charges	244,993.68
	592-441-743.000	May 2016 IPP-IWC	4,697.42
	592-443-937.000	Country Club Pump Station	606.13
Great Lakes Water Authority		Invoice Amount:	\$437,547.00
June 2016		Check Date:	08/08/2016
	592-441-743.000	June 2016	437,547.00
SPALDING DEDECKER ASSOCIATES, INC.		Invoice Amount:	\$47,391.95
Park Improvements		Check Date:	08/08/2016
	246-246-970.150	Park	23,133.75
	246-246-970.150	Park	3,512.50
	246-246-970.150	Park	472.50
	246-246-970.150	Park	1,697.50
	246-246-970.150	Park	6,905.00
	246-246-970.150	Park	11,603.50
	246-246-970.150	Park	67.20
SPALDING DEDECKER ASSOCIATES, INC.		Invoice Amount:	\$4,852.50
Engineering fees		Check Date:	08/08/2016
	701-100-014.000	Ravines of Plymouth	1,490.00
	701-100-014.000	DFCU	840.00
	701-100-014.000	LA Fitness	2,097.50
	701-100-014.000	OLGC	425.00
PLYMOUTH POSTMASTER		Invoice Amount:	\$2,000.00
Postage		Check Date:	08/08/2016
	592-172-730.000	Permit #218 August 2016	2,000.00
Total Amount to be Disbursed:			\$923,470.28