

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

Thursday, November 03, 2016
7:00 PM



A. CALL TO ORDER at _____ P.M.

B. PLEDGE OF ALLEGIANCE TO THE FLAG

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

D. APPROVAL OF AGENDA

Regular Meeting - Thursday, November 03, 2016

E. PUBLIC COMMENTS

F. NEW WEBSITE DEMONSTRATION

G. NEW TOWNSHIP VIDEO DEMONSTRATION

H. COMMUNITY DEVELOPMENT

- 1) Request for Board Action - Plymouth Marketplace PUD Contract and General Development Plan - Application 2220

I. UNFINISHED BUSINESS

- 1) Request for Board Action - Plymouth Community Council on Aging Use Agreement
- 2) Request for Board Action - Alternatives for Managing City Sanitary Flows Tributary to Township - WTUA
- 3) Request for Board Action - Resolution of Intent to Cease Wastewater Flows to the Wayne-County Rouge Valley Sewage Disposal System - **Resolution 2016-11-03-25**
- 4) Request for Board Action - Wayne County Local Roads Partnering Initiative for Township Roads

J. NEW BUSINESS

- 1) Request for Board Action - Award Bid for ADA Compliant Playscape in Township Park to Miracle Midwest
- 2) Request for Board Action - Amended 2016 General Fund Budget - **Resolution 2016-11-03-26**
- 3) Request for Board Action - Amended 2016 Solid Waste Fund Budget - **Resolution 2016-11-03-27**

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

Thursday, November 03, 2016
7:00 PM



- 4) Request for Board Action - Amended 2016 Improvement
Revolving Fund Budget - **Resolution 2016-11-03-28**

K. SUPERVISOR AND TRUSTEE COMMENTS

- L. CLOSED SESSION** - At _____ p.m., _____ moved that a closed session be called for contract negotiations pursuant to OMA Section 8(c). Seconded by _____.

M. ADJOURNMENT

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



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: November 3, 2016

ITEM: Application 2220 – Plymouth Marketplace
PUD Contract and General Development Plan

PRESENTER: Jana Radtke, Community Development Director/Planner

OTHER INDIVIDUALS IN ATTENDANCE: Bill Eisenberg, Applicant

BACKGROUND: Application 2220 pertains to Parcel R-78-065-99-0012-000. 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 Board of Trustees approved a Planned Unit Development (PUD) Option for the subject property on September 13, 2016. The proposed PUD would involve the redevelopment of the existing Kmart building and would create two outbuildings along Ann Arbor Road.

On October 19, 2016, the Planning Commission recommended approval of the PUD Contract and General Development Plan to the Board of Trustees, subject to the conditions specified in the meeting minutes. The applicant has revised the General Development Plan to address the conditions required by the Planning Commission, and has also revised the PUD Contract to address the concerns of the Township Attorney.

ACTION REQUESTED: Approve the PUD Contract and General Development Plan, as recommended by the Planning Commission.

BUDGET/ACCOUNT NUMBER: N/A

RECOMMENDATION: Approve

MODEL RESOLUTION: I move to approve the PUD Contract and General Development Plan for Application 2220, Plymouth Marketplace, as recommended by the Planning Commission.

ATTACHMENTS: PUD Contract, General Development Plan, Staff Reports



**PLANNING COMMISSION
CHARTER TOWNSHIP OF PLYMOUTH**



Application: 2220-1016
Application Type: Request for PUD Site Plan Approval
Applicant: Plymouth Marketplace
Tax I.D(s): R-78-065-99-0012-000

**CHARTER TOWNSHIP OF PLYMOUTH
PLANNING COMMISSION -- REGULAR MEETING
WEDNESDAY, OCTOBER 19, 2016 • 7:00 PM
PROPOSED MINUTES**

Engineering Report; also with administrative approval of the entry sign and mailboxes.
Ayes all.

2. P.C. No: 2218-0916

Applicant/Developer: JB Beck, LLC
Contact Name: Ned Jawich
Project Name: Plymouth Plaza
Location: South of Five Mile Road, West of Beck Road
Section No.: 20
Tax I.D. No.: R-78-005-99-0001-001
Zoning: C-2, General Commercial
Action Requested: Applicant is requesting Site Plan Approval

There was no need for discussion on this item because of the denial of the accompanying Special Land Use request earlier in the meeting.

3. P.C. No: 2220-1016-A

Applicant/Developer: Parck Plaza Shopping Center LLC
Contact Name: William Eisenberg
Project Name: Plymouth Marketplace
Location: South of Ann Arbor Rd, East of Haggerty Rd, 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 Approval of PUD Agreement and General Development Plan

Mrs. Radtke reviewed her report dated October 7, 2016 which recommended approval to the Board of Trustees of the General Development Plan and Planned Unit Development Contract, subject to conditions listed. Mr. Richmond reviewed his report dated October 12, 2015.

Bryan Amann, attorney for the project, and the architect addressed the Commission, presented plans and building materials, and answered questions about plans for the redevelopment of the existing Kmart building and creation of two outbuildings along Ann Arbor Road. Signage was discussed, as well as heights of light poles, adding visual interest to the south side of the building, and traffic safety issues.

Moved by Commissioner Postell and supported by Commissioner Barberena to recommend to the Board of Trustees approval of the General Development Plan and

**CHARTER TOWNSHIP OF PLYMOUTH
PLANNING COMMISSION -- REGULAR MEETING
WEDNESDAY, OCTOBER 19, 2016 • 7:00 PM
PROPOSED MINUTES**

PUD Agreement requested in Application 2220-1016-A. That would also include the nine items included in the Planner's Report. With regard to Item 5, maximum height of the light fixtures can be 30 feet; and regarding Item 3, the monument sign can be up to 15 feet in height. Also, special attention is to be given that there is full approval from the Fire Department. Concerning the Engineering Report, that they are agreeable to final site plan approval and the items listed in their letter of October 12. Also approved are the building materials as presented, with special emphasis to add detail to the south elevation. Also subject to all other approvals. Ayes all.

ITEM NO. 7 – OTHER PLANNING COMMISSION BUSINESS

N/A

ITEM NO. 8 – COMMUNICATIONS AND/OR INFORMATION

N/A

ITEM NO. 9 – BOARD OF TRUSTEES ACTION

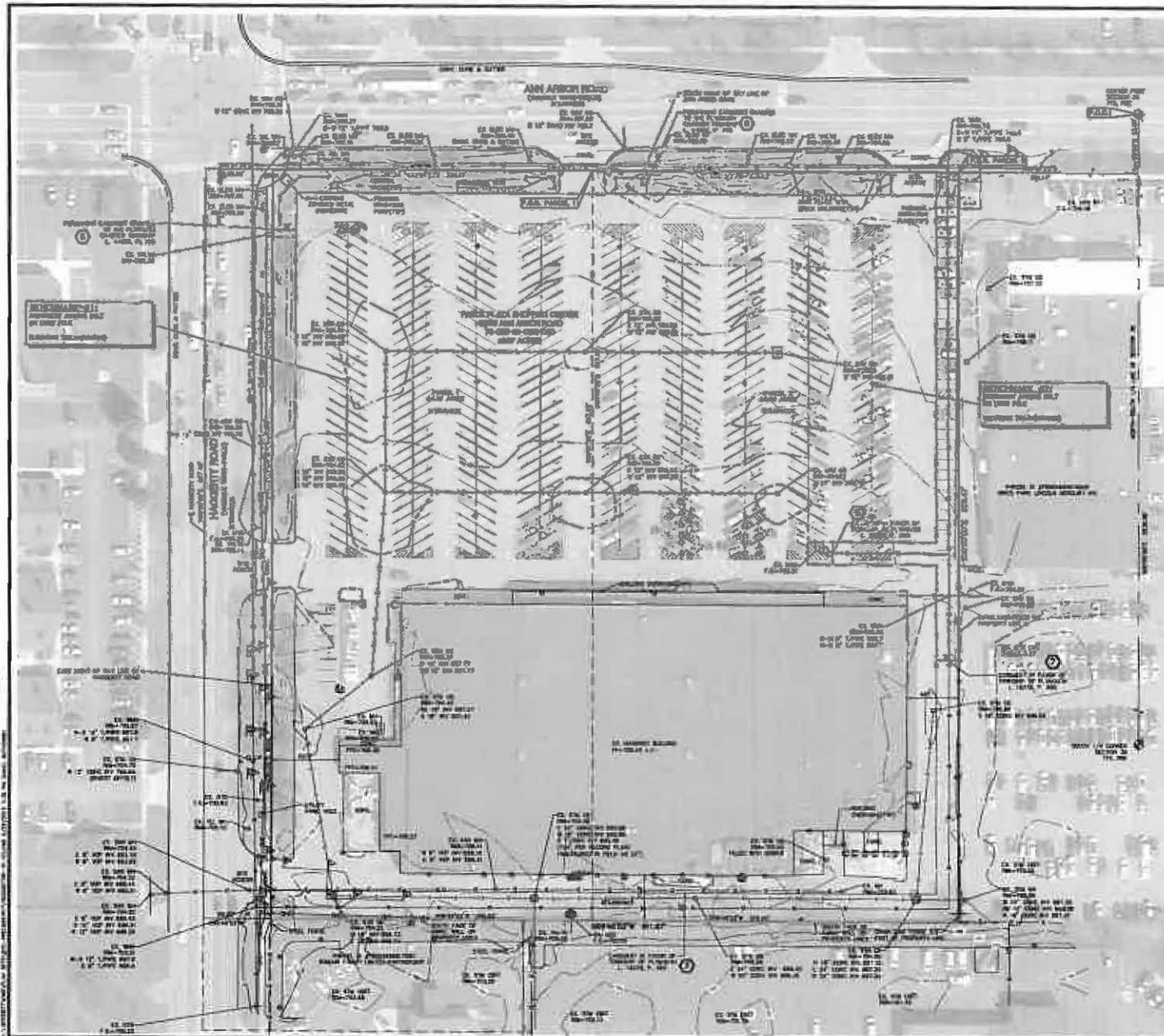
N/A

MOTION TO ADJOURN

Moved by Commissioner Barberena and supported by Commissioner Sturdy to adjourn the meeting at 9:15 p.m. Ayes all.

Respectfully submitted,

Kendra Barberena, Secretary
Charter Township of Plymouth
Planning Commission



LEGEND

1	EXIST. FRAME BUILDING
2	EXIST. UTILITY BUILDING
3	EXIST. SANITARY
4	EXIST. WATER MAIN
5	EXIST. FIBER OPTIC
6	EXIST. GAS
7	EXIST. ELECTRIC
8	EXIST. SANITARY SERVICE
9	EXIST. SANITARY SERVICE
10	EXIST. SANITARY SERVICE
11	EXIST. SANITARY SERVICE
12	EXIST. SANITARY SERVICE
13	EXIST. SANITARY SERVICE
14	EXIST. SANITARY SERVICE
15	EXIST. SANITARY SERVICE
16	EXIST. SANITARY SERVICE
17	EXIST. SANITARY SERVICE
18	EXIST. SANITARY SERVICE
19	EXIST. SANITARY SERVICE
20	EXIST. SANITARY SERVICE
21	EXIST. SANITARY SERVICE
22	EXIST. SANITARY SERVICE
23	EXIST. SANITARY SERVICE
24	EXIST. SANITARY SERVICE
25	EXIST. SANITARY SERVICE
26	EXIST. SANITARY SERVICE
27	EXIST. SANITARY SERVICE
28	EXIST. SANITARY SERVICE
29	EXIST. SANITARY SERVICE
30	EXIST. SANITARY SERVICE
31	EXIST. SANITARY SERVICE
32	EXIST. SANITARY SERVICE
33	EXIST. SANITARY SERVICE
34	EXIST. SANITARY SERVICE
35	EXIST. SANITARY SERVICE
36	EXIST. SANITARY SERVICE
37	EXIST. SANITARY SERVICE
38	EXIST. SANITARY SERVICE
39	EXIST. SANITARY SERVICE
40	EXIST. SANITARY SERVICE
41	EXIST. SANITARY SERVICE
42	EXIST. SANITARY SERVICE
43	EXIST. SANITARY SERVICE
44	EXIST. SANITARY SERVICE
45	EXIST. SANITARY SERVICE
46	EXIST. SANITARY SERVICE
47	EXIST. SANITARY SERVICE
48	EXIST. SANITARY SERVICE
49	EXIST. SANITARY SERVICE
50	EXIST. SANITARY SERVICE
51	EXIST. SANITARY SERVICE
52	EXIST. SANITARY SERVICE
53	EXIST. SANITARY SERVICE
54	EXIST. SANITARY SERVICE
55	EXIST. SANITARY SERVICE
56	EXIST. SANITARY SERVICE
57	EXIST. SANITARY SERVICE
58	EXIST. SANITARY SERVICE
59	EXIST. SANITARY SERVICE
60	EXIST. SANITARY SERVICE
61	EXIST. SANITARY SERVICE
62	EXIST. SANITARY SERVICE
63	EXIST. SANITARY SERVICE
64	EXIST. SANITARY SERVICE
65	EXIST. SANITARY SERVICE
66	EXIST. SANITARY SERVICE
67	EXIST. SANITARY SERVICE
68	EXIST. SANITARY SERVICE
69	EXIST. SANITARY SERVICE
70	EXIST. SANITARY SERVICE
71	EXIST. SANITARY SERVICE
72	EXIST. SANITARY SERVICE
73	EXIST. SANITARY SERVICE
74	EXIST. SANITARY SERVICE
75	EXIST. SANITARY SERVICE
76	EXIST. SANITARY SERVICE
77	EXIST. SANITARY SERVICE
78	EXIST. SANITARY SERVICE
79	EXIST. SANITARY SERVICE
80	EXIST. SANITARY SERVICE
81	EXIST. SANITARY SERVICE
82	EXIST. SANITARY SERVICE
83	EXIST. SANITARY SERVICE
84	EXIST. SANITARY SERVICE
85	EXIST. SANITARY SERVICE
86	EXIST. SANITARY SERVICE
87	EXIST. SANITARY SERVICE
88	EXIST. SANITARY SERVICE
89	EXIST. SANITARY SERVICE
90	EXIST. SANITARY SERVICE
91	EXIST. SANITARY SERVICE
92	EXIST. SANITARY SERVICE
93	EXIST. SANITARY SERVICE
94	EXIST. SANITARY SERVICE
95	EXIST. SANITARY SERVICE
96	EXIST. SANITARY SERVICE
97	EXIST. SANITARY SERVICE
98	EXIST. SANITARY SERVICE
99	EXIST. SANITARY SERVICE
100	EXIST. SANITARY SERVICE

SCHEDULE A, EXHIBIT A - LEGAL DESCRIPTION FOR INFORMATIONAL TITLE REPORT ISSUED BY TITLE SOURCE, INC., ORDER NUMBER 61763065, EFFECTIVE DATE, FEBRUARY 26, 2016.

Tract M Parcel(s) 78-003-00-003-000

Land Situated in the Township of Plymouth, Wayne County, Michigan in the State of MI

PARCEL 1:

That part of the East 1/2 of the Southeast 1/4 of Section 36, Town 1 South, Range 9 East, Township of Plymouth, Wayne County, Michigan, described as follows: a part of the Southeast 1/4 corner of said Section, and including the Northeast 1/4 corner of said Section, a distance of 33.00 feet to the South line of Ann Arbor Road, thence North 89 degrees 54 minutes 30 seconds West, along said South line 377.00 feet to the point of beginning, thence bearing South 67.75 degrees West 28 degrees 48 minutes 33 seconds West, 343.50 feet to the corner line of Highway Road, thence South 63 degrees 00 minutes East, along said corner line 657.00 feet to the South line of Ann Arbor Road, thence South 89 degrees 54 minutes East, along said South line 344.17 feet to the point of beginning, EXCEPT the West 60 feet thereof, to be used for road purposes by the Wayne County Road Commission.

PARCEL 2:

That part of the Southeast 1/4 of Section 36, Town 1 South, Range 9 East, Township of Plymouth, Wayne County, Michigan, described as follows: a part of the South 1/2 of Ann Arbor Rd. starting due South, along the North and South 1/2 Section line 120 feet and then 80 degrees 54 minutes 20 seconds West, 651.14 feet to the corner 1/4 corner of Section 36, proceeding thence due South 886.17 feet, thence North 89 degrees 54 minutes 20 seconds West, 325.85 feet, thence due North 657.00 feet, thence South 89 degrees 54 minutes 20 seconds along the South line of Ann Arbor Rd. 325.85 feet to the point of beginning.

Client Reference: 10023 Ann Arbor Rd E., Plymouth, MI 48170-4448

SCHEDULE B 1 EXCEPTION FOR INFORMATIONAL TITLE REPORT ISSUED BY TITLE SOURCE, INC., ORDER NUMBER 61763065, EFFECTIVE DATE, FEBRUARY 26, 2016.

1. Easement in favor of The Township of Plymouth, Wayne County, Michigan, a Michigan municipal corporation, recorded March 26, 1973 in Liber 16376, Page 262, AS SHOWN.

2. Easement granted to the Plymouth Charter Township, a Michigan municipal corporation, recorded November 21, 2005 in Liber 44088, Page 788, AS SHOWN.

3. Easement of the public and any governmental unit in any part of the land herein, donated or used for street, road or highway purposes.

NOTES

1) BEARINGS ARE BASED UPON THE NORTH-SOUTH 1/4 LINE OF SECTION 36, BEING SOUTH 89 DEGREES 50 MINUTES IN SECTION 36, FOR INFORMATIONAL TITLE REPORT ISSUED BY TITLE SOURCE, INC., ORDER NUMBER 61763065, EFFECTIVE DATE, FEBRUARY 26, 2016.

2) WATER MAIN, STORM SEWER, SANITARY SEWER, AND FIBER/OPTIC UTILITY STRUCTURES HAVE BEEN FIELD LOCATED WHERE VISIBLE.

3) NO FLOOD PLANS EXIST ON-SITE PER FEMA MAP 2616363065 DATED 7-8-02-2012.

4) NO UTILITIES EXIST ON-SITE, SITE IS FULLY DEVELOPED PAVED PARKING LOT.

NOTE: THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.

811

Call before you dig
1-800-4-A-SAFE

ATWELL
SURVEYING & ENGINEERING, LLC
10000 W. 10th Street, Suite 100
Plymouth, Michigan 48170
Phone: 313.486.1100
Fax: 313.486.1101
www.atwell-surveying.com

SECTION 36
TOWN 1 SOUTH, RANGE 9 EAST
PLYMOUTH TOWNSHIP
WAYNE COUNTY, MICHIGAN

GRAND/SAWM PROPERTIES, LLC
PLYMOUTH MANUFACTURE
SITE PLAN
EXISTING CONDITIONS

DATE: 02/26/16
SCALE: AS SHOWN
PROJECT NO: 16-001
DRAWN BY: JLM
CHECKED BY: JLM
DATE: 02/26/16

NOT FOR CONSTRUCTION

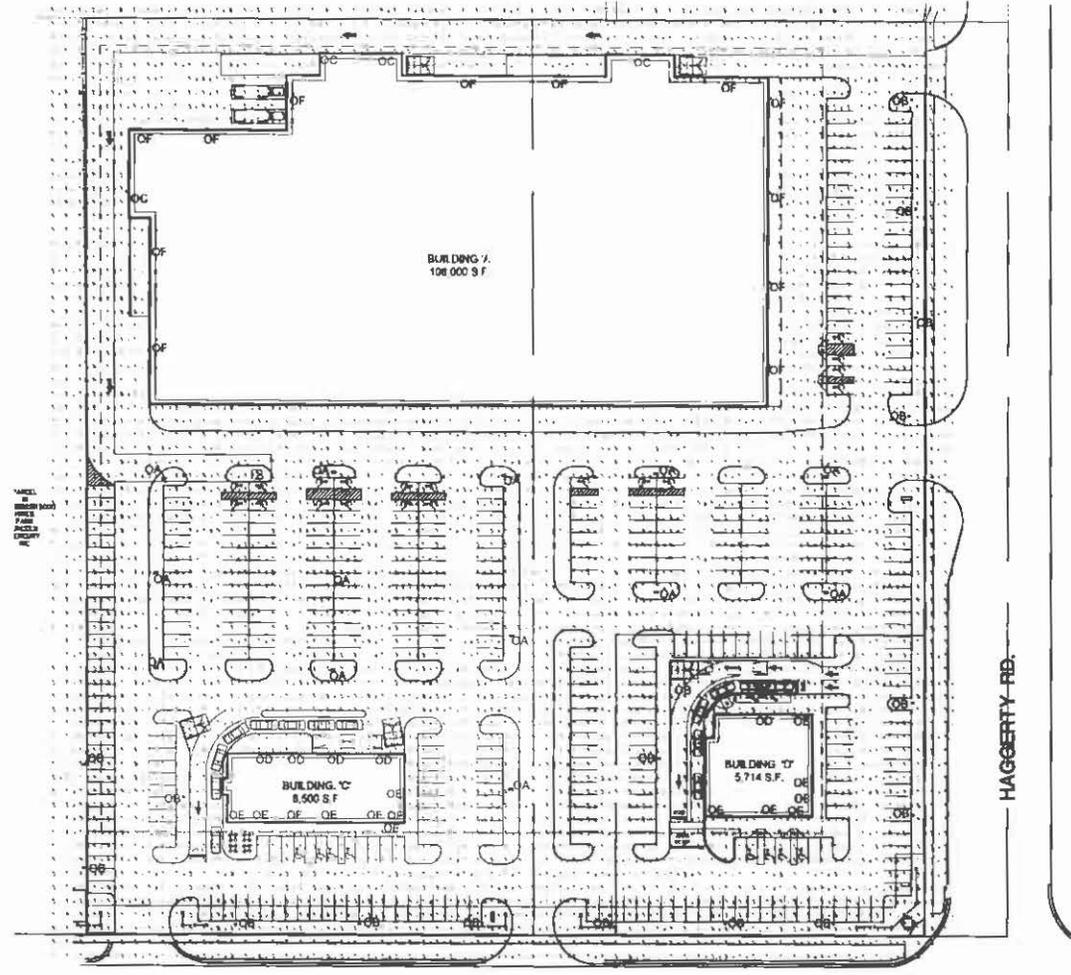
C-1.0

Label	Code	Type	Qty	Size	Unit	Area	Vol.
Light	100	100	1	100	1	100	100

Label	Code	Type	Qty	Size	Unit	Area	Vol.
Light	100	100	1	100	1	100	100

2000 W. ...
 2000 W. ...
 Phone Number: 248-445-1111
 Fax Number: 248-445-1111
 Email Address: www.rogvoynyc.com

Project



ANN ARBOR RD.

North

Site Lighting Plan
1"=40'

© COPYRIGHT 2011 ROGVOY ARCHITECTS, P.C.

Project:
Plymouth Marketplace
 Proposed
 SEC Ann Arbor Rd. & Haggerty Rd.
 Plymouth Township, Michigan

2000 TULSAH ROAD
 SUITE 200
 BIRMINGHAM, ALABAMA 35203-3034
 PH: 205.944.7100 PO BOX 6000
 www.rogvoynyc.com



drawing
Photometric Lighting Plan
 DO NOT SCALE DIMENSIONS
 issue date: 09 SEPT. 10
 drawn: RL
 checked: MD
 approved: MD

No. number: 18022
 sheet:

LTG-1

Drawn for:	
Approved for:	
Project:	

project

Proposed
Plymouth Marketplace
 685 Ann Arbor Rd. & Haggerty Rd.
 Plymouth Township, Michigan



8888 TELEGRAPH ROAD
 SUITE 200
 BENTON HARBOR, MICHIGAN
 48924-2804
 PH: 248.443.7700 FX: 248.443.6778
 www.rogvoy.com



drawing
**Fixture
 Cut Sheets**

DO NOT SCALE DIMENSIONS
 Issue date: 09 SEPT. 15
 Drawn: RL
 Checked: MP
 Approved: MD

File number: **18022**

© COPYRIGHT 2018 ROGVOY ARCHITECTS, P.C.

LTG-2

LIT LIGHTING WALL MOUNT CEILING

TYPE 'OC'

LIT LIGHTING WALL MOUNT CEILING

TYPE 'OD'

LIT LIGHTING WALL MOUNT CEILING

TYPE 'OA'

LIT LIGHTING WALL MOUNT CEILING

TYPE 'OB'

LIT LIGHTING WALL MOUNT CEILING

TYPE 'OE'

LIT LIGHTING WALL MOUNT CEILING

TYPE 'OF'

LIT LIGHTING WALL MOUNT CEILING

TYPE 'OG'

LIT LIGHTING WALL MOUNT CEILING

TYPE 'OH'

LIT LIGHTING WALL MOUNT CEILING

TYPE 'OI'

LIT LIGHTING WALL MOUNT CEILING

TYPE 'OJ'



**ILLUSTRATIVE PLAN VIEW OF
ANN ARBOR ROAD STREETSCAPE PROTOTYPE
Charter Township of Plymouth
Wayne County, Michigan**

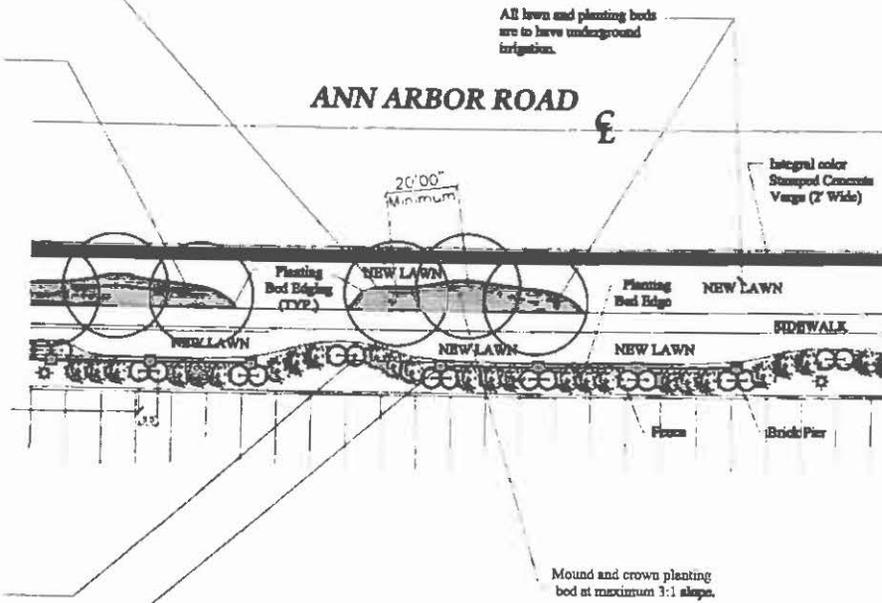
Planting of trees in non-linear groupings is preferred. Trees should be spaced no less than 20 feet on center.

Plant perennials in beds that include the root zones and trunks of the trees.

Shrubs shall be spaced no more than 3 feet on center to create a continuous hedge-row.

Shrub hedges may curve in front of fence and brick piers.

Fence and brick piers may be segmented across the site frontage, subject to Planning Commission approval.



All lawn and planting beds are to have underground irrigation.

ANN ARBOR ROAD

Integral color
Stamped Concrete
Verge (2' Wide)

20'00"
Minimum

Planting
Bed Edging
(TYPE)

NEW LAWN

NOTE: ALL PLANTING PLANS ARE SUBJECT TO TOWNSHIP ORDINANCES, COMMENTS, AND APPROVAL

Recommended Plants for Ann Arbor Corridor Streetscape:

To promote a healthy streetscape, a variety of plant species are recommended. The following lists provide a diverse choice of trees, shrubs, groundcovers, ornamental grasses, and perennials that are available in local nurseries.

TREES

- Acer x fraxinoides
- Acer rubrum
- Gleditsia triacanthos (male only)*
- Quercus bicolor var. macrocarpa
- Tilia cordata
- Zelkova serata 'Village Green'

- Freeman Hybrid Maple
- Red Maple
- Ginkgo
- Thornless Honeylocust
- Little Leaf Linden
- Japanese Zelkova

*Upright and Columnar forms recommended in Right-of-Way areas 15' wide or less.

SHRUBS

- Evergreen:**
- Juniperus chinensis 'Hetzli Columnaris'
 - Juniperus sabinia 'Broadmoor'
 - Taxus occidentalis 'Hetz midget'
 - Thuja occidentalis 'Holmsstrup'
 - Taxus X media 'Densaformis'

- Hetz Columnar Juniper
- Broadmoor Sabin Juniper
- Dwarf Globe Arborvitae
- Globe Arborvitae
- Densa Yew

Deciduous:

- Aronia melanocarpa
- Aronia arbutifolia 'Brilliantissima'
- Eucosmopsis alata 'Compacta'
- Rosa radrazz
- Viburnum dentatum
- Viburnum p. l. 'Shasta'
- Viburnum trilobum

- Black Chokeberry
- Red Chokeberry
- Dwarf Burning Bush
- Knockout Rose
- Aronwood Viburnum
- Doublefile Viburnum
- American Cranberrybush

GROUNDCOVERS/PERENNIALS/ORNAMENTAL GRASSES

- Calamagrostis racutiflora 'Karl Foerster'
- Echinacea purpurea (various cultivars)
- Echinacea purpurea 'White Swan'
- Fragaria x Lipstick
- Gallardia hybrids and cultivars
- Hemerocallis cultivars
- Miscanthus sinensis 'Gracillimus'
- Nepeta faassenii 'Walkers Low'
- Pennisetum alopecuroides 'Hameln'
- Rhus aromatica 'Gro-low'
- Rudbeckia fulgida
- Rudbeckia hirta
- Sedum spectabile 'Autumn Joy'

- Karl Foerster Feather Reed Grass
- Purple Coneflower
- White Coneflower
- Fragrant Strawberry
- Blanket Flower
- Everblooming Daylily
- Quercifolius Maiden Grass
- Catmint
- Dwarf Fountain Grass
- Gro-low Fragrant Sumac
- Black Eyed Susan
- Black Eyed Susan
- Autumn Joy Sedum

The Planning Commission may approve alternatives to the above to fit special circumstances or if the alternatives are comparable in character and size.

PLYMOUTH CHARTER TOWNSHIP
DEPARTMENT OF PUBLIC WORKS

07/19/2011

07/19/2011

ANN ARBOR ROAD
STREETSCAPE PROTOTYPE
CHARTER TOWNSHIP OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

ANN ARBOR ROAD
STREETSCAPE PROTOTYPE
CHARTER TOWNSHIP OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

ANN ARBOR ROAD
PLANTING PLAN
PROTOTYPE



SHEET 2 of 2



CHARTER TOWNSHIP OF PLYMOUTH

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

October 7, 2016

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

RE: P.C. No.: 2220-1016-A
Address/Location: South of Ann Arbor Rd, East of Haggerty Rd, West of I-275
Project Name: Plymouth Marketplace
Applicant/Developer: Parck Plaza Shopping Center LLC
Type of Review: General Development Plan Approval
Review Number: Written Review #1

Dear Commission Members,

The above-referenced application has been reviewed for conformance with the Township Zoning Ordinance. 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 Planned Unit Development (PUD) would occur in phases, and would involve the redevelopment of the existing Kmart building and the creation of two outbuildings along Ann Arbor Road. Our comments are as follows:

1. The general layout of the PUD development and the proposed building elevations, as shown in the General Development Plan, appear to be consistent with the PUD Option Approval granted by the Board of Trustees on September 13, 2016.
2. Per Section 23.5 of the Township Zoning Ordinance, after PUD Option Approval has been granted, a General Development Plan must be submitted which meets the following requirements for a PUD located within the ARC District, as listed under Section 23.11 of the Township Zoning Ordinance:

A. Separation, Height, and Setbacks

- 1) Minimum Separation between the Buildings: 20 feet (side to side), 60 feet (front to rear)

The General Development Plan is in compliance.

SUPERVISOR
Shannon G. Price
(734) 354-3201

CLERK
Nancy C. Conzelmann
(734) 354-3224

TREASURER
Ron Edwards
(734) 354-3214

TRUSTEES
Steven Mann, Robert D. Shewitz,
Michael Kelly, Charles Curmi

- 2) **Maximum Height of the Buildings:** Structures in a PUD shall have a maximum height of 3 stories or 38 feet. The Commission shall have the authority to require a lower maximum height or to permit taller structures, provided that the alternative meets the criteria established in the Purpose and Statement of Principles.

The proposed elevations submitted as part of the General Development Plan show a maximum height of 27 feet for the two new outbuildings. Consistent with the concepts approved under the PUD Option, the proposed PUD Agreement would allow a maximum height of 45 feet, in order to accommodate appurtenances and achieve architectural interest.

- 3) **Minimum Setback from the Perimeter Property Line or Street Setback Line:** 50 feet

The General Development Plan indicates that the setback of the two new outbuildings from the perimeter property line exceeds 50 feet. The existing Kmart building would remain in its present location on the site. Minor modifications would be made to the footprint of the building to accommodate the new tenants.

B. Open Space and Green Area

The applicant is proposing a significant upgrade to the landscape buffer areas along the frontages of Ann Arbor Road and Haggerty Road in the form of new streetscape plantings and the incorporation of the DDA ornamental fence. In addition, new planting islands are being proposed within the interior of the parking lot. These improvements would greatly enhance the aesthetics of the site and contribute to the overall quality of the development.

C. Circulation, Parking, and Loading

- 1) **Number of Parking Spaces Required for the PUD**

Parking for the PUD has been provided on the basis of 3.5 parking spaces per 1,000 square feet of building floor area, which would equate to 424 parking spaces. This standard for calculating parking within the PUD was reviewed during the PUD Option stage and was found to be acceptable.

2) Parking Lot Landscaping

Planting islands with trees have been provided to define the internal circulation pattern and to break up the existing mass of parking.

3) Loading Areas

Loading areas have been provided for each building and appear to meet the requirements of the Zoning Ordinance.

D. Location of Utilities

The relationship of the proposed PUD to the existing utilities must be addressed to the satisfaction of the Township Engineer. In addition, a note should be provided on the General Development Plan indicating that all utility lines or similar facilities servicing the PUD development shall be placed and maintained underground at all points within the boundaries of the site.

E. Landscaping

- 1) A landscape buffer area has been provided to screen the parking areas from the Ann Arbor Road and Haggerty road rights-of-way. The buffer area would contain a combination of deciduous trees, shrubs, and perennials. The plant materials are consistent with the DDA Approved Plant List. Clarification is needed as to whether the stamped concrete verge is being proposed along the frontage of Haggerty Road.
- 2) The PUD Agreement indicates that final landscaping would be determined with the final site plan for each phase of the development.
- 3) Notes regarding the condition of landscape, maintenance, and the proposed irrigation system have been provided on the Landscape Plan.

F. Proposed Signage

- 1) A monument sign is depicted on Sheet SP-1a of the General Development Plan. On premises with greater than 200 feet of frontage, the Township Zoning Ordinance permits a monument sign with a maximum height of 10 feet and a maximum area of 42 square feet at the 10-foot setback line. The proposed

monument sign is in compliance. It should be noted, however, that the PUD Agreement refers to a maximum height of 20 feet. During the PUD Option stage, the Planning Commission indicated a willingness to consider a taller sign, if the sign were to be designed as a "sign feature," similar to the gateway features at the Haggerty and Ann Arbor Road intersection. The applicant is asked to clarify the intent regarding monument signage. The proposed monument signs must be addressed to the satisfaction of the Planning Commission.

- 2) Standards for wall signage are included within the PUD Agreement, which would permit 2 square-feet of signage per linear foot of building frontage for a given tenant. This standard differs from the Township Zoning Ordinance, which restricts signage to a percentage of the signable area of the building. After taking a few examples, it would appear that the proposed PUD standard would yield signs that are comparable in size to those permitted under the Township Zoning Ordinance, in cases where the length of the signable area is consistent with the linear building frontage. However, if the linear building frontage exceeds the length of the signable area, it is possible that a much larger sign could be placed on the building. For clarification, the applicant is asked to prepare a master sign plan, which demonstrates how the 2 square-foot per 1 linear foot of frontage standard would apply to the proposed building elevations. The master sign plan would be subject to the approval of the Planning Commission.

G. Lighting

- 1) A Photometric Plan and cut-sheets of the proposed light fixtures have been provided. The Photometric Plan meets the light intensity requirements of the Zoning Ordinance and the proposed fixtures would appear to provide full cut-off.
- 2) The PUD Agreement indicates that the maximum height of the fixture would not exceed 30 feet. The Township Zoning Ordinance permits a maximum height of 20 feet. This aspect must be addressed to the satisfaction of the Planning Commission.
3. Per Section 23.9 of the Township Zoning Ordinance, prior to or in conjunction with the submittal of the General Development Plan, a PUD Contract must be submitted. The PUD Contract is subject to the approval of the Township Attorney.

- A. Outdoor seasonal sales areas are referenced on in the PUD Agreement. Details regarding the location, size, and type of materials must be submitted to the Township for review in conjunction with the final site plan review for each phase of the development.

RECOMMENDATION

Our recommendation would be for the Planning Commission to **recommend approval of the General Development Plan and Planned Unit Development Contract to the Board of Trustees**, subject to the following:

1. A note must be provided on the General Development Plan indicating that all utility lines and similar facilities serving the PUD development will be placed and maintained underground at all points within the boundaries of the site.
2. Clarification is needed as to whether the stamped concrete verge is being proposed along the frontage of Haggerty Road.
3. The applicant is asked to clarify the intent regarding monument signage. The proposed monument signs must be addressed to the satisfaction of the Planning Commission.
4. The applicant is asked to prepare a master sign plan, which demonstrates how the 2 square-foot per 1 linear foot of frontage standard would apply to the proposed building elevations. The master sign plan would be subject to the approval of the Planning Commission.
5. The height of the proposed light fixtures must be addressed to the satisfaction of the Planning Commission.
6. The Township Attorney's approval of the PUD Contract.
7. Details regarding the location, size, and type of materials for any proposed outdoor seasonal sales area must be submitted to the Township for review in conjunction with the final site plan for each phase of the development.
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

October 12, 2016

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

Re: Plymouth Marketplace – Site Plan Review
Ann Arbor Road and Haggerty Road
SDA Review No. PL16-142

Dear Commission Members:

We have reviewed the above-referenced plan set dated September 29, 2016 and received by Spalding DeDecker on October 4, 2016. The following are our comments regarding the site plans:

Site Location

The site is located at the southeast corner of Ann Arbor Road and Haggerty Road. Ann Arbor Road is under the jurisdiction of the Michigan Department of Transportation (MDOT), and Haggerty Road is under the jurisdiction of Wayne County. The project area currently contains an existing Kmart store.

Tentative Site Plan Review

Our Tentative Site Plan Review comments are as follows:

1. The location map must show the zoning info for not only the subject parcel, but also all adjacent parcels.
2. The centerline of Ann Arbor Road must be shown on the plans.
3. Existing contours/grades must be shown on the existing conditions/topographical plan.
4. The dimensions of the barrier free spaces must be noted on the plans.
5. The location and type of all existing/proposed pavement and curbs must be noted on the plans.

Final Site Plan Review

For Final Site Plan approval, the engineering plans must be complete, in conformance with Township requirements, approved by Spalding DeDecker, all permits secured and provided, and engineering escrow fees deposited with Plymouth Township Treasurer. The submitted site plan set does not contain sufficient information to do an engineering review at this time.

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. Copy of Wayne County Department of Public Services Approval and/or Permit.
4. Copy of State (MDEQ) Construction Permit where public water main construction is proposed.
5. Copy of State (MDEQ) Construction Permit where public sanitary sewer construction is proposed.
6. All necessary easements. Easements must be on 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.
7. Storm Water Agreement.

RECOMMENDATION

We recommend approval of the tentative site plan, conditional upon all comments being addressed to the satisfaction of the planning commission.

Final engineering approval is a condition of final site plan and due to the information on the plans being insufficient to complete and engineering plan review, we do not recommend final engineering approval at this time. Do to the nature of this re-development, we would 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 payment of engineering escrow fees.

The comments are not to be construed as approvals and are not necessarily conclusive. The final site engineering plans for this development are to be prepared in accordance with the Plymouth Township Engineering Design Standards. Water and sewer benefit fees may apply to this development.

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: 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 10/21/2016

RE: APPLICANT	Parck Plaza Shopping Center LLC
Project	Plymouth Marketplace
Address	South of Ann Arbor Road, East of Haggerty Road, West of I-275
Property ID	R78-065-99-0012-000

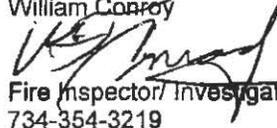
DEAR COMMUNITY DEVELOPMENT:

The Plymouth Township Fire Department has completed the review of the **Site Plan Review – Planned Unit Development** 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 Site Plan Review – Planned Unit Development.

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

**PLYMOUTH MARKETPLACE
PLANNED UNIT DEVELOPMENT AGREEMENT**

Between

**PLYMOUTH TOWNSHIP
&
PARCK PLAZA SHOPPING CENTER, L.L.C.**

PLYMOUTH MARKETPLACE
PLANNED UNIT DEVELOPMENT AGREEMENT
[Parcel Number R-78-065-99-0012-000]

THIS AGREEMENT (the "Agreement") made this _____ day of _____, 2016, by and between the Charter Township of Plymouth, a Michigan municipal corporation ("Township"), and Parck Plaza Shopping Center, L.L.C., a Michigan limited liability company, with its principal address at 28470 13 Mile Road, Suite 220, Farmington Hills, Michigan 48334 (who, together with its successors and assigns is referred to as "Proprietor").

RECITALS

- A. Proprietor has requested General Development Plan approval for a Planned Unit Development Option approved on September 13, 2016 (the "PUD Plan") as provided in this Agreement under all provisions of the Township's Ordinances, subject to the execution and recording of an agreement setting forth the conditions upon which such approval is based. The Township's subsequent approval of the Final Development Plan will be pursuant to the terms of this Agreement if each phase of said Final Development Plan conforms to the General Development Plan as provided this Agreement.
- B. The Township desires to ensure that the Property is re-developed and used in accordance with the approved planned unit development plan (PUD Plan) and applicable laws and regulations.
- C. It is represented to the Township by the Proprietor that the Proprietor owns all the fee Ownership interest in the "Land" described on the attached and incorporated Legal Description of the Property, **Exhibit "A"**.
- D. The Proposed Planned Unit Development (PUD) would provide the Proprietor with certain material development options not available under the Existing Zoning Classification and would be a distinct and material benefit and advantage to the Proprietor. The "Existing Zoning Classification" of the Property is "ARC - Ann Arbor Road Corridor District."

NOW, THEREFORE, it is hereby agreed as follows:

1. **Legal Description.** The legal description of the real property that is the subject matter of this Agreement (the "Property") is set forth in **Exhibit A** hereto and made a part hereof. The Proprietor owns all the fee Ownership interest in the "Land", including mineral rights, described on the attached and incorporated Legal Description of the Property, **Exhibit "A"**.

2. **Intent.** The Property shall be developed only in accordance with this Agreement as a Planned Unit Development ("PUD"), a multi-phased, fully integrated development consisting of the uses provided herein with no greater than 130,000 square feet of gross floor area (as defined in the Township's Zoning Ordinance) of commercial uses, which are intended to serve the requirements of the Plymouth Township community as provided in this Agreement (the "Development"). While the Development is intended to principally serve the Plymouth Township

community, no provision of this Agreement shall be construed or interpreted to limit the types or sizes of uses in the Development nor to limit the geographical origin of the persons served, except as otherwise expressly stated in this Agreement.

The Property shall be developed in multiple phases by the Proprietor substantially in accordance with the PUD General Development Plan approved by the Plymouth Township on _____, a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference. The PUD Plan includes up to 130,000 square feet of permitted uses of any size and the required parking spaces as provided herein.

Final Development Plan approval requests shall be heard and decided pursuant to the terms of this Planned Unit Development Agreement. The Final Development Plan shall conform with and adhere to the General Development Plan, which may be modified by the Proprietor with respect to individual phases of the Development subject to the approval of the Township as provided more specifically in this Section, and Section 8.4, of this Agreement. Specifically, the General Development Plan depicts building envelopes or buildable areas within which the buildings must be constructed. However, it is recognized that there will be modifications to the General Development Plan that are dependent on tenant's needs, including but not limited to exact wall locations, building sizes and shapes, uses, and the like. Therefore, such modifications will be approved as part of the Final Development Plan, if such modifications are not inconsistent with the spirit of the PUD. Those modifications made to the General Development Plan to be incorporated into the Final Development Plan may be made without the necessity of amending this Agreement so long as Parck Place Shopping Center LLC and the Township consent in writing to such modifications in connection with Final Development Plan approval process provided herein. Specifically, pursuant to its established past practice, the Final Development Plan approval process shall consist of an administrative review and authorization by the Township's Planner, along with the Chief Building Official and Chairman of the Planning Commission without the further review and/or approval of the Township Board or Planning Commission. Minor modifications are defined for all purposes in this Agreement to mean: a) the trade dress elevations of respective tenants as an enhancement of the base elevations being approved herein; and b) the location or realignment of an exterior wall in an Outlot building as long as it is within the approved buildable area. The site analysis provided in the PUD process, the General Development Plan (as approved) are hereby incorporated by reference into this agreement, as presented in the attached exhibits.

It is further the intent of the Parties to effectuate this Agreement for a PUD to facilitate the redevelopment of a significant property in Plymouth Township so it will be a further catalyst to the redevelopment of the Township and the AARC, as well as improve the public health, safety, morals, and general welfare of the Township.

2.1 Phasing Plan. The PUD may be developed in three (3) or fewer phases or stages, as identified in the Phase Plan in the attached **Exhibit C** which is made a part of this agreement. The numerical or alphabetical designation of the phases in the Phase Plan is not intended to require or indicate the order in which the phases must be developed. Each phase shown in **Exhibit C** may also be developed in sub-phases, each of which shall be subject to all of the requirements applicable to development of a phase, as set forth in this agreement.

2.2 Compliance with Township PUD Ordinance. Certain provisions of the Township's PUD Ordinance are not applicable because this is a redevelopment of an existing development. Therefore, not every section of the PUD Ordinance is referenced in this agreement, including

but not limited to Section 23.9.3 regarding covenants and membership rights, 23.9.4 regarding stipulations for commencement and completion of the project, or 29.9.5 regarding provisions for the Township to effect construction or installation of public utilities.

3 Permitted Uses. The following uses shall be permitted in the Development:

3.1 Professional offices of lawyers, engineers, architects, insurance and real estate agents, financial consultants and brokers, advertising firms, accounting and bookkeeping services, clerical and stenographic services, sales offices, mailing and copying centers, data processing centers other types of executive or administrative offices, and similar or allied professions.

3.2 Professional offices of physicians, dentists, optometrists, chiropractors, psychiatrists, psychologists and similar or allied professions, including outpatient services but excluding inpatient services, urgent care centers, clinics and similar uses.

3.3 Offices of non-profit professional, civic, social, fraternal, political and religious organizations.

3.4 Banks, credit unions, savings and loans and similar financial institutions. A maximum of five drive through service plus one ATM lane are permitted.

3.5 Retail establishments or retail centers with goods marketed to the surrounding neighborhood including sales of bakery goods (including bakery items produced on the premises), coffee, groceries, meat, seafood, dairy products, drugs, hardware, greeting cards, furniture, clothing, art galleries, beer/wine sales, convenience stores and similar retail establishments.

3.6 Personal service establishments which perform services on the premises including dry cleaning drop-off stations (without on-site processing), self-service laundries, dressmakers and tailors, shoe repair shops, beauty/barber shops, tailors, photographic studios and similar establishments.

3.7 Personal service establishments which perform services on the premises such as, but not limited to shoe repair, tailor shops, beauty salons or barbershops, pet grooming, veterinary hospital, photographic studios, self-service laundries or dry cleaners and printing or copy centers, but excluding adult regulated uses.

3.8 Any service establishment of an office, showroom or workshop of an electrician, decorator, dressmaker, tailor, baker, painter, upholsterer or an establishment doing home appliance repair, photographic services, and similar service establishments that require a retail adjunct.

3.9 Generally recognized retail businesses developed as a shopping center or in standalone buildings which supply goods and services such as, but not limited to, groceries, gourmet markets, apparel, drugs, dry goods, appliances, electronics, hardware store, restaurants within shopping center buildings, furniture, pet store or supplies, book store, department store, combination grocery and discount department store, wholesale discount club, discount clubs and membership clubs, and home improvement center.

3.10 Free-standing or in-line restaurants with or without drive up service windows. Outdoor seating is allowed,

3.11 Theaters, health or fitness clubs, including ancillary recreational amenities, indoor billiards/pool, and indoor amusement and entertainment establishments as defined by the Zoning Ordinance.

3.12 Banquet halls.

3.13 Garden centers, lawn centers and similar uses that include open-air sales of plant material, lawn furniture, playground equipment and similar equipment when screened as set forth in Section 6.1.3.

3.14 Other similar uses as determined by the Township Board after recommendation by the Planning Commission.

3.15 Accessory uses customarily incidental to the uses permitted, as determined by the Township Board. Accessory uses may include auto services (lube, oil, tire change and similar activities) when occurring within a completely enclosed principal building containing a principal use. Accessory uses shall not include gas stations (fueling stations) or free-standing auto-related buildings such as gas stations, auto repair, auto service or similar uses.

3.16 Outdoor storage and the permanent display of merchandise is prohibited. Provided, however, outdoor seasonal sales may be allowed in limited areas but only after Township approval in accordance with the Township's normal approval process.

3.17 Adult only type uses or sexually-oriented business activities are strictly prohibited.

4. **Dimensional Standards.** The Development shall comply with all dimensional, height, setback and bulk regulations of the ARC Zoning District as they exist on the date of this agreement, subject to the deviations expressly set forth in this agreement and/or depicted and/or dimensioned on the General Development Plan.

4.1 For purposes of side-yard or building-to-building set back purposes only, some of the buildings may be constructed on separate parcels, each building may initially be constructed as an unlimited area building in accordance with the Michigan Building Code, Section 507, and other applicable sections of the Building Code. The Township agrees that for the purpose of the compliance with the requirements of said building code and applicable zoning ordinance, separate parcels will be considered to be a part of the same lot and unlimited area buildings immediately adjoining each other will be considered to be a part of one overall unlimited area building. Once initially constructed, each of such buildings may be maintained, repaired, and replaced as a 2B Unlimited Area Building in the manner in which each such building was originally constructed regardless if there is separate ownership of the buildings and parcels at any time and shall be considered as a single lot for such purposes. Nothing herein is intended to waive any future applicable building codes and/or regulations regarding fire safety.

4.2 In developing the Property, the Proprietor shall adhere to all building codes and ordinances of the Township; except as strictly modified Section 4.1 in this Agreement. However, dimensional variances not enumerated in this Agreement or depicted or dimensioned on the

PUD Plan may be requested by the Proprietor as minor modifications under this Agreement to vary the requirements of Township ordinances, which may be granted administratively by the Township if within the spirit of this Agreement. It is understood that all provisions of this Agreement shall supercede all zoning ordinances in effect which conflict with the terms of conditions provided herein.

5. **Parking.** The parties agree that parking will be provided based upon the following minimum formula:

5.1 Ratio 3.5 spaces per 1,000 sq. ft. for the overall Development's parking.

6. **Site Design Standards.**

6.1 Architecture.

6.1.1 The predominant material of outlot buildings in the Development shall be brick on all sides of the building. Material such as E.I.F.S shall be used as an accent material or where brick may be impractical. Pilasters and fabric awnings shall be used to break up expansive walls. Where rear facades of buildings will be visible from major roadways or internal drives, enhanced architectural elements shall be added. The architectural theme for the Development is depicted in the building drawings and elevations as part of the General Development Plan attached to and made a part of this Agreement as **Exhibit B.**

6.1.2 In order to permit design of buildings with architectural interest by varying building height, the maximum building height permitted shall be 45 feet for appurtenances.

6.2 Streets. The development shall be served by an internal pedestrian network. The specific alignment for the safety path system will be specified with the initial site plan submission, but may be revised depending upon the needs and timing of the uses developed.

6.3 Landscaping/Trees. There shall be unified landscaping in accordance with the landscape plan included with the General Development Plan. A Final Landscape Plan consistent with the General Development Plan will be submitted with the building plan for each phase of the Development. More detailed information on plant materials and designs shall be submitted with and shall be reviewed with the building plans. All site plans must meet the Landscape Standards of the Township's zoning ordinance or the standards set forth in this agreement, whichever is more rigorous.

6.4 Signs shall consist of a Monument Signs and Wall Signs, substantially as depicted in the Master Sign Plan attached as **Exhibit D**, subject to the following approved deviations from the ordinance requirements:

6.4.1 Monument sign shall be double-sided and shall be no taller than fifteen (15) feet and accommodate tenant panels.

6.4.2 Wall signs shall be limited to no more than three (3) per tenant. Tenants with less than 50,000 square feet are permitted wall signs at a ratio of 2 square feet per linear foot of building frontage of each tenant up to a maximum of 200 square feet per tenant.

Buildings with more than 50,000 square feet are permitted walls signs at the same ratio noted above up to a maximum of 500 square feet per tenant.

6.4.3 During construction, Proprietor may place a total of two temporary signs, one each along Ann Arbor Road and Haggerty advertising the project. Each of those signs may not exceed 100 square feet in sign area per side and eight feet in height per the attached **Exhibit E**. The signs must be removed upon completion of that portion of the project to which the signs relate.

6.5 Lighting. All parking and building mounted lighting will be full cut-off fixtures and conform to all other standards of the Township's Site Lighting regulations pursuant to the photometric plans included in and approved as part of the General Development Plan. All other lighting, such as accent and pedestrian lighting, must conform to the Township's Site Lighting regulations. Light fixtures shall not exceed 30 feet in height, measured from grade, and shall be shielded from adjacent residential properties. All plans submitted for construction permits for each respective phase shall comply with the Final Development Plan and include the full light details for the entire site.

7. **Maintenance**. The Proprietor shall form reciprocal easement agreements to maintain certain aspects of the development, applicable to the entire Property, including the following:

7.1 Drainage facilities, based upon recommendations of engineering for storm water detention, retention and management.

7.2 Driveways and parking areas.

7.3 Common areas.

7.4 Proprietor of each component shall dedicate any required utility easements to the Township, state or county, as appropriate. Similarly, the Township may assist in securing any easements required by the developer.

8. **Provisions Relating to Development**

8.1 All of the uses set forth herein for the Development on the Property are lawful.

8.2 The General Development Plan shall be a flexible plan in which the amount of any singular use may vary as the plan evolves at the sole discretion of, limited to the permitted uses listed above.

8.3 Proprietor shall install an internal integrated private road network at Proprietor's election and pedestrian network similar to that depicted in the General Development Plan or such other variations as approved by the Township with such changes as may be adapted and agreed upon in the Final Development Plan(s).

8.4 The parties agree that the General Development Plan attached as **Exhibit B** and hereby approved by the Township, will be modified only pursuant to the process provided in Section 2.0 of this Agreement, and will ultimately represent the Final Development Plan, as modified, approved and authorized pursuant to the terms of this Agreement. The General Development Plan is acceptable as to the general layout, locations of uses, which may either be

combined into a larger singular use or uses (and with any specific categories of use or uses deleted), and is a flexible Plan. The parties further agree that the General Development Plan, being a flexible Plan, allows in the aggregate a total development of 130,000 square feet of gross floor area of combined uses in any combination, and allows for and contemplates the deletion of any particular use within such combination which is hereby accepted and agreed to by this agreement. In light of the uncertainty regarding certain details, including but not limited to Wayne County's standards for storm water treatment in the redevelopment of existing sites, the General Development Plan attached as **Exhibit B** and approved as part of this Agreement, shall control in all aspects, including but not limited to building locations and elevations, landscaping, lighting, signage, traffic control, etc.). Any modifications and final details must be agreed to by the Township and may be approved administratively by the Township Planning Official, Chief Building Official and the Planning Commission Chairman. The only modifications to any element of the General Development Plan will be those which are approved by the Township Planner, Chief Building Official, and Chairman of the Planning Commission respectively, pursuant to the detailed engineering and related plans which shall then constitute the Final Development Plan. The Final Development Plan, as supplemented and amended by the detailed engineering and related plans administratively approved by the Township shall constitute the complete Approved Final Development Plan for the PUD as provided in Sections 23.8(3) and 23.12 of the Township's Zoning Ordinance. Pursuant to the past practice of the Township, all construction under the PUD must comply with the Approved Final Development Plan. The parties agree that they may rely upon the entitlements of this Agreement and the General Development Plan, and the approval process for the Final Development Plan for all purposes stated herein.

8.5 All phases of the Development shall conform to the Final Development Plan approval by the Township in accordance the terms of this Agreement regarding site plan review and approval standards, pursuant to the Township's Planned Unit Development provision, **Article XXIII** of the zoning ordinance in the form that it exists on the date of this agreement. For purposes of this agreement and construction, interpretation and application of this agreement and the Zoning Ordinance to this Planned Unit Development, the provisions of the Plymouth Township Zoning Ordinance as they exist on the date of this agreement shall apply to this Planned Unit Development, and no amendment thereof shall apply to this Planned Unit Development from and after the date of this agreement. A copy of the Township's Planned Unit Development provision is attached to and made a part of this agreement as **Exhibit F**. Whenever the consent or approval of either of the parties hereto is required, such consent or approval shall not be unreasonably delayed, conditioned or withheld. Complete Final Development Plan applications submitted for any phase or part of the Planned Unit Development shall be heard and acted upon, as provided in Sections 2.0 and 8.4 of this Agreement, within twenty-one 21 days of being properly and completely submitted. Applications for building permits will be processed and either approved, denied or approved with conditions consistent with the PUD Plan approved herein within forty-five (45) days of filing a complete application for a building permit. Initial engineering reviews shall be completed by the Township engineer within sixty (60) days of filing and subsequent reviews within twenty-one (21) days of filing, provided Proprietor and its engineer meet with the Township's engineer prior to revision of the plans resulting from the Township's initial review. Those time periods may be extended by written agreement of the Township Board and the Proprietor. It is agreed between the parties that tabling a request is not acting on the request. A Final Development Plan application for each phase of the development shall be administratively approved by the Township if the respective Final Development Plan conforms to the General Development Plan, as provided in Sections 2.0 and 8.4.

9. Divisions, Leasing, and Separation of Ownership. Proprietor shall have the right to sell, lease, ground lease, transfer, assign and/or mortgage all or any parts of the Property. Proprietor shall have the right to divide the Property and obtain the maximum number of land divisions pursuant to the Michigan Land Division Act to subdivide it or to subject it to a condominium, in whole or in part, as provided and controlled by the Permitted Uses allowed under this Agreement. All such conveyances and divisions shall be in accordance with state law and local ordinances and shall be approved by the township's attorneys who shall have the right to veto or modify any request which does or will violate the terms or intent of this Agreement or any provisions of state law or the township's ordinances.

In the event that the Proprietor shall sell, lease, ground lease, transfer, assign, mortgage, divide and/or subdivide all or any portion of the Development, the terms and conditions of this Agreement shall be binding on the successors in title, vendees, lessee, transferees, assignees, mortgages, and beneficiaries of divisions or subdivisions. Proprietor shall provide and dedicate appropriate reciprocal easements, which shall run with the land and be binding upon all subsequent parties, for access, ingress and egress to and from any portion of the Development and the public highways adjacent to the Development, along with all sewer, water and utility easements requested by the township board. All easements shall be approved by the township's attorney and recorded, at Proprietor's expense. Proprietor shall record private operating restrictions detailing these easements and provide the township with copies of such recorded documents.

10. Compliance with Laws. In developing the Property, except as otherwise provided above, Proprietor shall adhere to all other codes, ordinances and design standards not in conflict with this Agreement or any site plan hereafter approved. It is understood that modifications may be requested by Proprietor to vary the strict requirements of Township ordinances and design standards.

11. Effect of Breach. A material breach of this Agreement by Proprietor shall constitute a nuisance per se. In the event of a breach of this Agreement by Proprietor, the Township shall notify Proprietor of the occurrence of the breach and issue a written notice requiring the breach be cured within thirty (30) days; provided, however, that if the breach, by its nature, cannot be cured within thirty (30), Proprietor shall not be in breach hereunder if Proprietor commences the cure within the thirty (30) day period and diligently pursues the cure to completion. Failure to cure the breach shall render Proprietor liable to the Township in any suit for enforcement for actual costs and damages incurred by the Township including, but not limited to attorneys' fees, expert witness fees and the like. The Parties covenant to use their best efforts in all matters involving this Agreement.

12. Integration. This Agreement contains the entire agreement between the parties. No statements, promises or endorsements made by either party or agent of either party that are not contained in this Agreement shall be valid or binding. This Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement. Amendment to this agreement and the Development may be made only as provided by the Township's Planned Unit Development Provision. Amendments shall become effective only when recorded in the office of the Wayne County Register of Deeds.

13. Severability. If any part, term or provision of this Agreement is finally held by the courts to be illegal or in conflict with any law of the State of Michigan or the United States, the validity

of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

14. Governing Law. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Genesee, State of Michigan.

15. Non-waiver. No waiver of any breach of this Agreement shall be held to be a waiver of any other subsequent breach. All remedies afforded in this Agreement shall be cumulative and in addition to every other remedy provided by law.

16. Authority. The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represents that the execution of this Agreement has been duly authorized and is binding on such party. Where appropriate, this Agreement shall bind the heirs, successors and assigns of the parties.

17. Burdens and Benefits Appurtenant. This Agreement shall run with the land and bind the parties, their heirs, successors, and assigns. This Agreement shall be recorded in the office of the Wayne County Register of Deeds by the Township and a recorded copy thereof shall be delivered to Proprietor forthwith. It is understood that the Property is subject to changes in ownership and/or control at any time, but that successors shall take their interest subject to the terms of this Agreement.

18. Owner Liable. In the event the Property, or any part thereof, is transferred so that the Property, in its entirety, is owned by more than one person or entity, any breach of this Agreement or violation of any applicable provision of the Ordinances of the Township occurring on any part of the Property will be the sole responsibility and liability of the person or entity who or which owns that part of the property on which the breach or violation occurs and will have no effect whatsoever on the other portions of the Property or the owners of such other portions nor subject those other, non-breaching owners to any penalty, remedy, action or proceeding for a breach of this agreement.

19. Termination. Notwithstanding the foregoing, Proprietor, for itself and its successors and assigns, retains and reserves the right at any time prior to the commencement of construction of improvements pursuant to an approved final site plan for a portion of the Property to terminate this Agreement by notifying the Township Clerk in writing. Upon receipt of notice of termination from the Proprietor, the Township Board may resolve, at its discretion to set-aside the approval of the Planned Unit Development for this Property, in which event the Planned Unit Development of the Property as provided in this agreement shall be deemed never to have been approved by the Township.

20. Proprietor's Undertaking. In applying for the Proposed Classification to the Township, Proprietor has stated that Proprietor will develop and use the Land in conformance with the provisions set forth in this agreement, including voluntary undertakings by Proprietor as set forth in this agreement including as examples, but not limited to, off-site road improvements, a veterans' memorial, a playground, and open space / pathway system.

21. Undertakings Voluntary. It is acknowledged and agreed that the Township has not required the proposal and voluntary undertakings and improvements set forth in this agreement. The proposal has been voluntarily offered by Proprietor in order to provide an enhanced use and value of the Land, and to protect the public safety and welfare, and, to induce the Township to rezone the Land to the Planned Unit Development so as to provide material advantages and development options for the Proprietor.

22. Benefits to Land. The proposal and all of the voluntary undertakings represent actions, improvements and/or forbearances that are directly beneficial to the Land and/or to the development of and/or marketing of development of the Land. The burden of the proposal and voluntary undertakings on the Proprietor is roughly proportionate to the burdens being created by the development, and to the benefit which will accrue to the Land as a result of the requirements represented in the proposal.

23. Consideration and Binding Effect. By execution of this Agreement, Proprietor acknowledges that it has acted in consideration of the Township approving the Proposed Classification on the Land, and Proprietor agrees to be bound by the provisions of this Agreement if and immediately when the Township determines, in its discretion, to approve the Proposed Classification. The action of the Township in entering into this Planned Unit Development Agreement is based upon the understanding that the intent and spirit of the police power objectives of the Township relative to the Land are embodied in the development with the Undertakings, and would be assured based upon the Undertakings, and the Township is thus achieving its police power objectives and has not, by this Agreement, bargained away or otherwise compromised any of its police power objectives. The Township acknowledges that it is bound by the terms of this Agreement.

24. Counterparts. This Agreement may be executed in one or two counterparts, each of which will be an original, and all of which together shall constitute one and the same document. Facsimile signatures shall be effective as originals.

A transcript of the meeting of the Plymouth Township board held _____ has been prepared and certified by _____, and was made available to the township board on _____. By this reference it is made a part of this Agreement, but is not considered an exhibit attached to this Agreement.

[Kept intentionally blank for all signatures to appear on same page]

WITNESSES:

Charter Township of Plymouth

By: _____
Shannon Price, its Supervisor
and _____
Nancy Conzelman, its Clerk

PARCK PLAZA SHOPPING CENTER, L.L.C.

By: _____
Gary Sakwa, its Authorized Representative

Notary Attestations:

State of Michigan)
County of Wayne)

Acknowledged before me in Wayne County, Michigan on _____ by Shannon Price, Supervisor of Plymouth Township, and Nancy Conzelman , Clerk of Plymouth Township, a Michigan Charter Township, on behalf of the Township.

Notary Public, State of Michigan, County of _____
My Commission Expires _____

State of Michigan)
County of Oakland)

Acknowledged before me in Oakland County, Michigan on _____ by Gary Sakwa, as Authorized Representative of PARCK PLAZA SHOPPING CENTER, L.L.C., a Michigan limited liability company, on behalf of the company.

Notary Public, State of Michigan, County of _____
My Commission Expires _____

Drafted by:
Bryan L. Amann (P36631)
Bryan L. Amann PLLC
1777 Stonebridge Way Ct.
Canton, MI 48188
(734) 776-1111

When recorded return to:
Plymouth Township Clerk
9955 N. Haggerty Rd.
Plymouth, MI 48170

Tax Parcel ID: 78-065-99-0012-000



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: November 3, 2016

ITEM:

Proposed Use Agreement with Plymouth Community Council on Aging

PRESENTER: Supervisor Shannon Price

OTHER INDIVIDUALS IN ATTENDANCE:

EXECUTIVE SUMMARY:

The Plymouth Community Council on Aging (PCCA) is a non-profit corporation, organized to coordinate programs, public and private, which promote and safeguard the independence and well-being of the citizens age 55 and over in the greater Plymouth Community.

The PCCA works with many local agencies to insure that seniors receive assistance, information and enjoyable social events. PCCA works with the City of Plymouth, the Charter Township of Plymouth and the United Way to oversee the Senior Transportation Program. This program allows seniors to reach medical appointments outside of the Community.

In 2015 Plymouth Township, the City of Plymouth, and PCCA agreed to move the offices for PCCA to the Township along with Senior Transportation. Additionally, it was agreed that PCCA will begin to offer and manage senior programming at Friendship Station Monday – Friday from 8:30 – 4:00 Monday – Friday. While PCCA would still host programs at the Cultural Center, a majority of their program would be held at the Friendship Station.

Since that time PCCA and our seniors have enjoyed much success by moving their offices to Township Hall, and offering programming that includes line dancing, Wii bowling, cardio exercise, yoga, chair exercise, bunco, knitting; card playing (such as bridge, euchre, and pinochle), and programs and presentation on topics such as elder law and medical issues.

In fact, participation from our seniors has increased by over 400%, and PCCA has signed up 136 new members.

However, the Township has never formally approved an agreement with PCCA allowing them to have an office in Township Hall and use of the Friendship Station. The proposal before the Board of Trustees is to formalize the relationship with PCCA.

BACKGROUND:

ACTION REQUESTED:

Approve

BUDGET/TIME-LINE:

IMPLEMENTATION PLAN:

RECOMMENDATION:

MODEL RESOLUTION: I move to approve use agreement with the Plymouth Community Council on Aging allowing them to have an office in Township Hall and exclusive use of Friendship Station on weekdays (Monday-Friday) from 8:00 am to 4:30 pm. Provided PCCA uses Friendship Station exclusively for its activities for citizens age 55 and over in greater Plymouth Community.

ATTACHMENTS:

Plymouth Township's Friendship Station Senior Center Use Agreement

This Plymouth Township's Friendship Station Senior Center Use Agreement ("Agreement") is entered into as of the ___ day of _____, 2016, between the Charter Township of Plymouth, a Michigan municipal corporation ("the Township"), and the Plymouth Community Council on Aging, Inc., a Michigan Domestic Nonprofit Corporation ("PCCA").

WHEREAS, the Township owns a facility known as Friendship Station located at 42375 Schoolcraft, Plymouth Township, Michigan 48170; and,

WHEREAS, the PCCA is a non-profit corporation organized to coordinate programs, public and private, which promote and safeguard the independence and well-being of the citizens age 55 and over in the greater Plymouth Community; and,

WHEREAS, the Township and the PCCA desire for the PCCA to offer its activities for citizens age 55 and over in the greater Plymouth Community at Friendship Station for exclusive use at specified times;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Township and PCCA mutually agree as follows:

1. **Effective Date and Term.** This Agreement shall be effective as of _____, 2016, and shall continue until terminated by either party.
2. **PCCA Exclusive Use of Friendship Station.** Except as otherwise provided herein, PCCA shall have exclusive use of Friendship Station on weekdays (Monday through Friday) from 8:00 a.m. to 4:30 p.m., provided PCCA uses Friendship Station exclusively for its activities for citizens age 55 and over in the greater Plymouth Community. Such activities may include, but are not limited to: line dancing, Wii bowling, cardio exercise, yoga, chair exercise, bunco, knitting; card playing, such as bridge, euchre, and pinochle; and programs and presentation on topics such as elder law and medical issues.
3. **Limitations on Use of Friendship Station.** Neither PCCA nor any other person or entity may use Friendship Station for any unlawful use.
4. **Township Reservation of Use of Friendship Station.** Notwithstanding any other provision herein, the Township reserves the right to use Friendship Station for any purpose at any time. However, the Township will endeavor to provide PCCA with seven (7) days' notice for such usage.
5. **PCCA Office Use at Township Hall.** The Township will endeavor to provide PCCA with office space at Township Hall on an "as needed" basis. PCCA shall provide the Township with adequate notice of its desire to use office space at Township Hall, and the Township will endeavor to make such office space available.
6. **Termination.** The Township Board may terminate this Agreement for any reason upon 30 days' written notice.

7. **Notices.** All notices and other communications required or permitted under this Agreement will be in writing and will be deemed given when delivered personally or by first class mail addressed as follows (or any other address that is specified in writing by either party):

If to Township:

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

If to PCCA:

Bobbie Pummill
Plymouth Community Council on Aging, Inc.
9955 N. Haggerty Rd.
Plymouth, MI 48170

8. **No Warranties.** The Township makes no warranty whatsoever regarding Friendship Station and its contents, including any (1) warranty of merchantability; (2) warranty of fitness for a particular purpose; (3) warranty of title; (4) warranty against infringement of intellectual property rights of a third party; whether arising by law, course of dealing, course of performance, usage or trade, or otherwise. PCCA acknowledges that it has not relied upon any representation or warranty made by the Township or any other person or entity on the Township's behalf

9. **Indemnification.** PCCA shall indemnify and hold harmless the Township, its elected and appointed officials, and its employees, against any losses, claims, damages, or liabilities to any person or entity in connection with any matter related to this Agreement, except to the extent that any such loss, claim, damages, or liability are finally judicially determined to have resulted from the gross negligence, bad faith, willful misfeasance, or reckless disregard by the Township of its obligations or duties. This Agreement shall not be construed as a waiver of any governmental immunity of the Township, or of any qualified immunity of any Township official and/or employee.

10. **No Waiver.** A party's failure to exercise a right or remedy will not operate as a waiver of any of that party's rights or remedies under this Agreement and will not constitute a waiver of the party's right to declare an immediate or a subsequent default.

11. **Severability.** If one or more provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect under any applicable law or decision, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way. Each party shall, in any such event, execute such additional documents as the other party may reasonably request to give valid, legal, and enforceable effect to any provision of this Agreement that is determined to be invalid, illegal, or unenforceable as written in this Agreement.

12. **Amendments.** This Agreement may only be amended, modified, or supplemented by an agreement in writing approved by the respective Boards and signed by an authorized representative of each party.

13. **Assignment.** No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties. Any purported assignment in violation of this Section shall be void.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A

signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

16. **Choice of Law, Venue and Jurisdiction.** All matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the state of Michigan. Each party agrees that it will not bring any action, litigation, or proceeding against any other party in any way arising from or relating to this Agreement in any forum other than the courts of the state of Michigan sitting in Wayne and any applicable Michigan appellate court. Each party submits to the exclusive jurisdiction of those courts and agrees to bring any such action, litigation, or proceeding only in those courts.

17. **Force Majeure.** The Township shall not be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the Township's control, including, but not limited to: (1) acts of God; (2) flood, fire, storm, earthquake, or explosion; (3) war, invasion, hostilities, terrorist threats or acts, riot, or other civil unrest; (4) government order or law; (5) actions, embargoes, or blockades; and (6) action by any governmental authority.

18. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties and there are no other promises, assurances or terms of agreement among the parties other than those written herein. Nothing in this Agreement shall give rights to any other person. This agreement shall not be modified except in writing and signed by each of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date shown below.

The Charter Township of Plymouth

By: _____
Shannon Price, Supervisor

Date: _____, 2016

Plymouth Community Council on Aging, Inc.

By: _____
(Printed Name and Title)

Date: _____, 2016

I am sorry not to be able to be there in person but I think it is imperative that I express my opinion.

I am extremely proud to be associated with the Plymouth Community Council on Aging. It is a marvelous way for Seniors to develop both physically, mentally and socially. Today there are so many activities and classes available because of Friendship Station. The monthly activities held at the Cultural Center are great but now classes can meet weekly offering all kinds of new opportunities.

But we must remember that none of this would be happening if it wasn't for our Director – Bobbie Pummill with the help of her assistant Cindy Morency. Bobbie took a good program and has made it fantastic. Come to one of our programs and look at the people who attend and actually sit and talk with them. I have personally found our Seniors to be intelligent, kind, funny and have strong opinions. They all adore Bobbie and appreciate everything she has done for them.

Between the new programs and Friendship Station which is the perfect place to hold them, this is a win-win situation for all of us. I thank you and I hope you keep the welfare and needs of our Senior community utmost in your minds when making any decisions.

Thank you so much for Director Bobbie Pummill and Friendship Station. It is so good to know you actually do care for Seniors and their needs!

Sincerely,
Kathy Turnquist
PCCA Board Member



Dear Plymouth
Township board,

We really need
the Friendship station
to continue.

It is a place where
senior can go, meet other
senior. Have activities to
their likings. Eat meals with
other people, with reasonable
cost.

Seniors sometime
don't have anyone to talk
with, and they need to
socialize.

Respectfully

Helen
Guffin



"We Need Your Input"

It's been almost one year that we have been transitioning the Friendship Station to a Senior Center, tell us how you like it and what it means for the Senior Community. YOUR VOICE MATTERS!!

I LIKE HAVING A SR CENTER IN PLYMOUTH FINALLY HAVE A PLACE OF OUR OWN. GIVES US SOMETHING TO DO. HAVE A PLACE TO GO WHERE WE CAN DO GAMES - READ & BOOF - PLAY GAMES - OR JUST VISIT WITH OTHER PEOPLE, AND ATTEND SPECIAL EVENTS.

- PLACE TO GO TO MEET OTHER PEOPLE
- PLAY GAMES
- READ
- PLAY CARDS
- SPECIAL EVENTS

"We Need Your Input"

It's been almost one year that we have been transitioning the Friendship Station to a Senior Center, tell us how you like it and what it means for the Senior Community. YOUR VOICE MATTERS!!

The Friendship Station has given The Senior Citizens of our Community a place to gather and enjoy the company of other Seniors.

We are able to meet for fun & games. There are meals and entertainment for a wide variety of folks.

*A door has opened to us, old people, and as a tax payer over fifty years in Plymouth Township
As thank you,*

*Sincerely,
Jim Weiser
9065 Lilley Rd.*

ON TUESDAY, SEPTEMBER 13TH AT 7PM

**Please try to gather together and attend the Township Hall Board of Trustee's Meeting to express your appreciation for giving the Seniors a place of their own!!
(Township Hall 9944 N. Haggerty Rd.)**

"We Need Your Input"

It's been almost one year that we have been transitioning the Friendship Station to a Senior Center, tell us how you like it and what it means for the Senior Community. YOUR VOICE MATTERS!!

I have been a member for 9 yrs. I am so happy to have this Bldg. for our Senior's Center. I also think when we bring, on some day it is wonderful. This is a place to go have a good time and meet all new people. The people that run this Senior Center can find a way to keep everyone happy. That Friendship Station is a God send.

*as always
Ann Marie Cepitae*

"We Need Your Input"

It's been almost one year that we have been transitioning the Friendship Station to a Senior Center, tell us how you like it and what it means for the Senior Community. YOUR VOICE MATTERS!!

The Friendship Center is a great place to meet with friends or make new friends. There are opportunities to play games or just work on a puzzle ~~and~~ or enjoy the wonderful events that Robbi plans. Robbi works so hard to plan something that is fun, and many of the events are educational.

"We Need Your Input"

It's been almost one year that we

have been transitioning the Friendship Station to a Senior Center, tell us how you like it and what

it means for the Senior Community. YOUR VOICE MATTERS!!

I enjoy attending events at the Friendship Station. It has a very open & inviting atmosphere. It allows seniors to sit comfortably at tables during presentations without the risk of spilling beverages or dropping snacks.

I believe the size of the Friendship Station allows us to move around freely and socialize better. This is very important as we age - the chance to visit with others to keep in ~~the~~ touch with our friends.

The Friendship Station offers many new activities - the variety of events, presentations & games offers us ~~an~~ an opportunity to learn something new or participate in our favorite.

-OVER-

I believe Bobbie Cummill, the Board of Directors and Kim Boyce do an outstanding job of planning & presenting items of interest for us. The Friendship Station is an excellent setting that allows speakers to set up & discuss matters relating to health, finance & legal, etc.

I am very glad to be a member of ~~the~~ the PCCA & appreciate having the Friendship Station for senior activities. I feel it offers me a lifeline to be active rather than sitting home just passing time.

"We Need Your Input"

*It's been almost one year that we
have been transitioning the Friendship Station to a Senior Center, tell us how you like it and what
it means for the Senior Community. YOUR VOICE MATTERS!!*

*I would love to see this happen,
and would participate in the activities
there. Keep us advised.*

*Jean Padula
P.O. Box 6394
Plymouth, MI 48170*

"We Need Your Input"

It's been almost one year that we have been transitioning the Friendship Station to a Senior Center, tell us how you like it and what it means for the Senior Community. YOUR VOICE MATTERS!!

I love all the activities, I wish you had more in the early evening. Every class I took was great. The facility is beautiful.

"We Need Your Input"

*It's been almost one year that we
have been transitioning the Friendship Station to a Senior Center, tell us how you like it and what
it means for the Senior Community. YOUR VOICE MATTERS!!*

*I love friendship station
we play Bingo
Bunko*

*Game day
we Bowling .
Thank you for opening your
doors to us.*

DT

"We Need Your Input"

*It's been almost one year that we
have been transitioning the Friendship Station to a Senior Center, tell us how you like it and what
it means for the Senior Community. YOUR VOICE MATTERS!!*

Dear Bobbie + Staff,

I truly appreciate what you and your staff have done to make it possible for us seniors to have a comfortable, nice place to go to to meet new and old friends.

Having the monthly events to attend have made a difference in my life. Otherwise I would be staying home.

Thank you for Friendship Station.

Sincerely,

J. Atkins

"We Need Your Input"

It's been almost one year that we have been transitioning the Friendship Station to a Senior Center, tell us how you like it and what it means for the Senior Community. YOUR VOICE MATTERS!!

Its Good that seniors will have a place that belongs to the seniors, to talk, to play Cards, Bingo and all sorts of things that seniors enjoy.

"We Need Your Input"

*It's been almost one year that we
have been transitioning the Friendship Station to a Senior Center, tell us how you like it and what
it means for the Senior Community, YOUR VOICE MATTERS!!*

*I would really much like to see
the friendship center become a senior
center for the Plymouth Area, we need
a place that will accommodate more
people. I am in favor of this.*

*Regina Czerwinski
1199 Sheldon Rd E36
Plymouth, Mi 48170*

"We Need Your Input"

*It's been almost one year that we
have been transitioning the Friendship Station to a Senior Center, tell us how you like it and what
it means for the Senior Community. YOUR VOICE MATTERS!!*

Seniors need a nice + safe place
to be able to go to + that is just
what the Friendship Station is,
the staff is so friendly +
helpful, + welcoming.

Seniors are forgotten so
many times. But the Friendship
Station will NEVER FORGET US.

Please, please don't let
anything happen to it.

Susan Blackwell

And my Aunt Vicki Whipple feels
the same way, loves Bingo with
Almont every third Tues.

"We Need Your Input"

*It's been almost one year that we
have been transitioning the Friendship Station to a Senior Center, tell us how you like it and what
it means for the Senior Community. YOUR VOICE MATTERS!!*

*It's important for Seniors to have
a place to go, where they feel
they belong and are welcomed.
A place where everyone is
treated Equal.*



1 Year Anniversary of PCCA at Friendship Station
Report 2015-2016

Plymouth Community Council On Aging



MISSION STATEMENT

The Plymouth Community Council on Aging is a non-profit corporation organized to coordinate

Programs, public and private, which promotes and safeguard the independence and well- being of the senior citizens age 55 and over in the greater Plymouth Community.





A PROGRAM WITHOUT A HOME

For the past 38 years the PCCA has operated without a full facility. We were the only Community in Western Wayne without a Senior Center.

Programs and Services were held throughout the Community, by utilizing the Cultural Center, the Library, Township Hall, City Hall etc.



TRANSITION

November 2015 – PCCA transitioned to the Plymouth Township Senior Friendship Station

Monday through Friday 8:30am to 4pm

Addition of Social Programs, Fitness Classes, Health & Wellness Presentations and Arts





SENIOR PARTICIPATION INCREASED OVER 400%

2015 – 1,397 Participants

2016 – Huge Increase 6,286 Participants

2015 – 2016 – PCCA had 136 new members





PROGRAMMING OFFERED

Social Events – Luncheons, Entertainment, Operation Gratitude, Luau, Pancake Breakfast, Annual Picnic, Bingo, Bunco

Fitness Classes – Senior Cardio, Senior Yoga, Tai Chi,

Health & Wellness – Matter of Balance Classes, Flu Shots, Diabetes Workshop, Chronic Pain, Stroke Prevention, Parkinson Affects, Cancer Prevention

Presentations – Elder Law Series, Sepsis, Women's Health, Estate Planning, Medicare Enrollment



SENIOR RESOURCES

Estimated 100 calls a month for Senior Services and Resources

Housing – Independent, Assisted Living, Skilled Nursing

Food- Focus Hope, T.E.F.A.P, Food Pantry

Medical Equipment – Loan Closet presently located at the Township DPW

Medicare/Medicaid Information

Help List & Chore List – Handymen, Housekeeping, Home Care, Transportation







CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: November 3, 2016

ITEM: Alternatives for Managing City Sanitary Flows Tributary to Township/WTUA

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

OTHER INDIVIDUALS IN ATTENDANCE:

Aaron Sprague, P.E., WTUA Director of Operations

BACKGROUND: Recent WTUA Master Plan recommends WTUA to divert all existing and future wastewater flows to YCUA for significant savings.

Implementing this recommendation requires a decision on managing the current wastewater flows collected by WTUA from the City of Plymouth, a nonmember of WTUA. Currently, City of Plymouth's wastewater is collected and pumped by WTUA to Wayne County's RVSDS.

Tonight's presentation will review the available options for managing the City of Plymouth's wastewater to facilitate the WTUA Master Plan recommendation to divert all WTUA member flows to YCUA.

BUDGET/ACCOUNT NUMBER: Water/Sewer Fund

RECOMMENDATION: Approve/Authorize

MODEL RESOLUTION: I move to authorize Hubbell, Roth & Clark, Inc. to conduct a Capacity Review, Life Cycle Analysis and Route Study for Separating Township and City of Plymouth Sanitary Sewers as outlined in the attached Task Descriptions / Cost Estimates.

ATTACHMENTS: Task Description: Capacity Review and Life Cycle Analysis; and
Task Description: Route Study

Plymouth Township

Sanitary Sewer Separation Between Plymouth Township and City of Plymouth

Task Description: Capacity Review and Life Cycle Analysis

Description	Principal/ Proj. Manager MacDonald	Associate Uranga	Graduate Engineer Nagle	Designer Hunt
Route Study				
1 Review WTUA Meter Data for District A, B and C		4		
2 Determine Needed Capacity for Undeveloped Areas in District A, B & C	1	1	6	
3 Confirm Proposed Sewer Capacity meets Existing & Future Needs		2	2	
4 Update Opinion of Probable Cost & Exhibits (if required)		1		2
5 Prepare Life Cycle Analysis for Comparison of Gravity & Pumped Systems		2	16	
6 Prepare Life Cycle Analysis for Comparison of Separation & Future Wayne County Upgrades		2	8	
7 Prepare Summary Letter	2	2		
8 Meetings with Township/City Staff and Board Presentation	4	4		
Task Totals	7	18	32	2

ESTIMATED FEE SUMMARY

PERSONNEL	HOURS	RATE	TOTAL
Principal/Project Manager - MacDonald	7	\$51.50	\$ 360.50
Associate - Uranga	18	\$43.00	\$ 774.00
Graduate Engineer - Nagle	32	\$26.00	\$ 832.00
Designer - Hunt	2	\$37.10	\$ 74.20
Total Direct Hours	59		
Total Direct Cost			\$ 2,040.70
Total Indirect Cost (1.9 Multiplier)			\$ 3,877.33
TOTAL ESTIMATED NOT TO EXCEED FEE			\$ 5,918.03

Assumptions

Based on Meter Data Currently Collected by WTUA

Cost would be likely eligible for reimbursement thru SAW Grant

Capacity Needs for Undeveloped Areas within District C will need to be reviewed with the City of Plymouth

WTUA Study and Costs will be utilized for Life Cycle Analysis of Separation & Future Wayne County Upgrades

Study to be completed within 3-4 weeks after notice to proceed



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: November 3, 2016

ITEM: Consider Approval of a Resolution Stating Plymouth Township's Intent to Cease Wastewater Flows to the Wayne County – Rouge Valley Sewage Disposal System by July 1, 2017.

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

OTHER INDIVIDUALS IN ATTENDANCE: Aaron Sprague, WTUA Director of Operations.

BACKGROUND: On October 11, 2016, the Township Board received a presentation on the Western Townships Utilities Authority (WTUA) master plan study update. The master plan study examined the improvements necessary to direct all wastewater flows to the Ypsilanti Community Utilities Authority (YCUA) wastewater treatment plant. It recommends the three WTUA member communities cease wastewater flows to the Wayne County Rouge Valley Sewage Disposal System by July 1, 2017. Each of the three WTUA member communities would need to pass a resolution to provide to Wayne County on/or before February 1, 2017.

If approved, a copy of the certified resolution will be provided to the Wayne County Department of Public Services.

ACTION REQUESTED: Consider approval of a resolution stating Plymouth Township's intent to cease wastewater flows to the Wayne County RVSDS on/or before July 1, 2017.

BUDGET/ACCOUNT NUMBER: Significant savings can be achieved by directing all future wastewater flows to YCUA.

RECOMMENDATION: Approval

MODEL RESOLUTION: I move to approve Resolution 2016-11-03-25, stating Plymouth Township's intent to cease wastewater flows to the Wayne County Rouge Valley Sewage Disposal System on/or before July 1, 2017.

ATTACHMENTS: Resolution

**RESOLUTION OF
BOARD OF TRUSTEES
CHARTER TOWNSHIP OF PLYMOUTH
APPROVING WITHDRAWAL FROM
ROUGE VALLEY SEWAGE DISPOSAL SYSTEM**

At a regular meeting of the Township Board of the Charter Township of Plymouth, Wayne County, Michigan, held this _____ day of _____, 2016 at _____ p.m., Eastern daylight time.

**BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER
TOWNSHIP OF PLYMOUTH, WAYNE COUNTY, MICHIGAN AS FOLLOWS:**

WHEREAS: The Charter Township of Plymouth (Plymouth Township) has participated in the Rouge Valley Sewage Disposal System (RVSDS, a/k/a Rouge Valley Interceptor System for RVIS) by entering into a contract with other Users in Wayne County, by and through its then Board of Public Works, dated August 10, 1961 (1961 RVIS Agreement) for the purpose of arranging transportation of wastewater from the Users to the Detroit Water and Sewerage Department (DWSD) treatment facility.

WHEREAS: When Wayne County delayed issuance of new sewer permits in the 1980s, Plymouth Township joined the Charter Townships of Canton and Northville (Canton Township and Northville Township) and formed the Western Townships Utilities Authority (WTUA) in 1986 to acquire, construct, finance, purchase, own, improve, enlarge, extend and operate a sewage disposal system, solid waste management system and/or a water supply system in accordance with Act 233, Public Acts of Michigan, 1955, as amended.

WHEREAS: WTUA entered into an agreement on July 22, 1988 with Ypsilanti Community Utilities Authority (YCUA) for the acquisition of short term and long term leasehold rights in the YCUA wastewater treatment plant and for YCUA to provide additional sewage treatment services to the Township (1988 YCUA Agreement).

WHEREAS: The WTUA member Townships entered into the WTUA Construction, Finance and Service Agreement dated September 28, 1988 (1988 Construction, Finance and Service Agreement) for the purpose of performing certain construction, providing certain financing and arranging for wastewater treatment service at the YCUA wastewater treatment plant on behalf of the Townships.

WHEREAS: The 1988 Construction, Finance and Service Agreement acknowledged the member Townships' treatment capacities in RVIS, stated and affirmed a goal of delivering as much wastewater as practical to the YCUA wastewater treatment plant, consistent with the obligations of the Townships under the 1961 RVIS Agreement, and engaged and authorized WTUA to negotiate on behalf of the Townships for an equitable and orderly disposal of the Townships' capacity in RVIS and engaged WTUA to monitor wastewater flows of the Townships into the RVIS and the charges by Wayne County to insure that such charges reflect actual usage of the RVIS by the Townships and reflect the cost of service rendered.

WHEREAS: WTUA and YCUA entered into the Plant Capacity and Discharge Pipe Lease, Plant Expansion Agreement and Wastewater Disposal Agreement dated October 17, 2000 (2000 YCUA Agreement), which superseded the 1988 YCUA Agreement, for the purpose of allowing WTUA to participate in a 17 million gallon per day (mgd) expansion of the existing YCUA wastewater treatment plant, receive additional short term and long term capacity and receive a right for further expansion of the plant in the future.

WHEREAS: The WTUA member Townships entered into the WTUA Finance and Service Agreement dated October 17, 2000 (2000 Finance and Service Agreement), to replace the 1988 Construction, Finance and Service Agreement for the purpose of facilitating the immediate construction of the expanded YCUA plant, provide for the acquisition of certain short term and long term capacity and arrange for financing associated with the expanded YCUA plant.

WHEREAS: The 2000 Finance and Service Agreement of the Townships affirmed the goal of delivering as much wastewater as practical to the YCUA wastewater treatment plant, consistent with the obligations of the Townships under the 1961 RVIS Agreement, again engaged and authorized WTUA to negotiate on behalf of the Townships for the equitable and orderly disposal of the Townships' capacity in RVIS and engaged WTUA to monitor the Townships' wastewater flows into RVIS and the charges by Wayne County to insure that such charges reflect actual use of RVIS by the Township and reflect the cost of service rendered.

WHEREAS: The YCUA wastewater treatment plant expansion reached completion in 2006, resulting in WTUA having a total capacity of 25 mgd averaged daily flow in YCUA.

- WHEREAS:** Because the 1961 RVIS Agreement was to expire in August 2011, WTUA and its member Townships and other Users of the RVSDS began to negotiate a new wastewater contract with Wayne County in 2009; those negotiations remain unfinished as of this date.
- WHEREAS:** Faced with financial fiscal shortfalls in general funds, as well as financial resources for long term pension and other post-employment benefit obligations, Wayne County in recent years has raised the possibility on several occasions of attempting to raise funds by transferring its interest in the RVSDS to the Users or to third parties without the consent of the RVSDS Users, including WTUA's member Townships, even though the Users not only previously paid for the System improvements but also hold certain equitable rights in the System.
- WHEREAS:** Wayne County in 2014-2015 improperly shifted funds of the RVSDS to the County's general fund before restoring them with interest.
- WHEREAS:** WTUA and YCUA entered into the Fourth Amendment to the 2000 YCUA Agreement in September 2015, which resulted in providing WTUA with an additional 4.3 mgd of available capacity due to re-rating of the YCUA wastewater treatment plant so that WTUA has 29.3 mgd average daily flow capacity in YCUA.
- WHEREAS:** Despite objections of Plymouth Township and WTUA, Wayne County in 2016 again delayed the issuance of certain sewer improvement permits due to alleged flow exceedances in the RVSDS caused by City of Plymouth flows in WTUA's wastewater transportation system and conditioned the issuance of those permits on several grounds, including the requirement that the WTUA member Townships decide by February 2017 whether they will remain a part of the RVSDS and fund their share of the RVSDS long term corrective action plan.
- WHEREAS:** Wayne County has continued with its efforts to comply with the 1988 Final Order of Abatement 2117 (ACO-SW06-010), as amended, which was issued by the Michigan Department of Environmental Quality (MDEQ) and which has obligated Wayne County to develop and implement a short term corrective action plan and to develop a long term corrective action plan to facilitate future flows in the RVSDS; total costs for the long term improvements are currently unknown and the method for allocating those costs among the Users is unresolved.

- WHEREAS:** A comparison of sewer rates between the RVSDS and YCUA shows that RVSDS rates per thousand gallons of sewage have steadily increased since 2009 and significantly exceed YCUA rates.
- WHEREAS:** WTUA retained Stantec Consulting Michigan Inc. (Stantec) to evaluate WTUA's capacity needs, options for meeting those needs and the costs of those options and to prepare a final master plan; that final master plan as completed in 2015 considered the options of retaining the existing flows in the RVSDS and YCUA, diverting all flows of WTUA to YCUA, and using a different allocation of wastewater discharges based on retaining some flow in the RVSDS while discharging other flows to YCUA.
- WHEREAS:** Stantec recommended the option to divert all of WTUA flows to YCUA as the most cost effective solution, provided certain improvements are made to the Eckles Road pump station, Middle Rouge equalization basin and pump station, and Lower Rouge equalization basin and pump station.
- WHEREAS:** Stantec has estimated that the WTUA member Townships will be able to pay back their investment associated with the final master plan's proposed improvements within 3 to 4 years.
- WHEREAS:** Stantec additionally submits that savings will be realized due to elimination of industrial wastewater control charges now imposed by the Great Lakes Water Authority (GLWA, which replaced DWSD), avoidance of RVSDS long term corrective action plan improvement costs and avoidance of other improvement costs in the GLWA system in the future.
- WHEREAS:** WTUA's Director of Operations has concurred in Stantec's analysis and has expressed concerns about Wayne County's review and approval of future sewer permit applications, the County's operation and maintenance of the RVSDS and its management and control of costs, the County's financial management of the RVSDS and its funds, and future costs and rates of the GLWA System.
- WHEREAS:** WTUA and Stantec have asked the MDEQ to concur that WTUA's capacity in YCUA is sufficient to meet MDEQ requirements for future applications of permits under Part 41 of the Natural Resources and Environmental Protection Act, as amended, and the MDEQ's Sanitary Sewer Overflow Policy.
- WHEREAS:** Plymouth Township Board of Trustees has discussed the withdrawal from participation in RVSDS at the regular meeting of the Township Board on October 11, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, AS FOLLOWS:

1. The Township Board authorizes Plymouth Township's withdrawal from further participation in the RVSDS.

2. The Township Board authorizes its Supervisor or other properly designated representative on WTUA's Board of Directors to recommend and support actions by Northville Township and Plymouth Township to withdraw from RVSDS in an effort to minimize future costs and other obligations of WTUA as their agent regarding any use of the existing or future capacity in the RVSDS as soon as practical and reasonable and to recommend and support a resolution of WTUA for the withdrawal from RVSDS by July 1, 2017.

3. The Township Board directs WTUA in accordance with the 2000 Finance and Service Agreement to negotiate on behalf of Plymouth Township for the equitable and orderly disposal of Plymouth Township's capacity in the RVSDS by July 1, 2017 or such other suitable date on terms determined to be feasible and appropriate by WTUA, to periodically inform Plymouth Township's Director of Public Services of WTUA's actions, and as necessary to secure any approvals or other consents from the Plymouth Township Board of Trustees.

4. The Township Board supports the development of a new agreement to amend or replace the 2000 Finance and Service Agreement and to review and as reasonable and necessary amend such other agreements and documents, including but not limited to bylaws, of WTUA, to carry out the withdrawal from the RVSDS and to reflect changed circumstances.

APPROVED AND ADOPTED BY THE PLYMOUTH TOWNSHIP BOARD OF TRUSTEES ON _____, 2016

Motion by: _____

Second by: _____

Ayes: _____

Nays: _____

Absent: _____

Signed: _____

Dated: _____

Clerk



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: November 3, 2016

**ITEM: Wayne County Local Roads Partnering Initiative for Township Roads:
2017 Township Program**

PRESENTER: Patrick J. Fellrath, P.E., Director of Public Services
Daniel R. Brooks, P.E., Wade Trim Associates, Inc.

OTHER INDIVIDUALS IN ATTENDANCE: None anticipated.

BACKGROUND:

\$750,000 is available from Wayne County for FY2016-7 for local road improvements. These funds represent the final round of Wayne County's Local Partnering Initiative for Roads Program; the County program was established in 2015 and included two rounds of funding, \$750,000 each, for local road improvements.

Use of first round funding (\$750,000) was approved by the Board in 2014 and consisted of Special Assessment District (SAD) assistance and preventative maintenance (crack sealing) work.

Wade Trim Associates, Inc. was directed to assess Township local roads per MDOT's PASER rating system in an effort to determine use of second (final) round of County funds. Results of the assessment and a recommendation for use of funds are described in the attached technical memo.

BUDGET/ACCOUNT NUMBER: N/A

MODEL RESOLUTION: I move to allocate Wayne County FY2016-17 Road Initiative funds to improve Township roads with a pacer rating from 5-7 in order to increase the life of the road. Additionally, I move to authorize Wade Trim Associates, Inc. to assist the Township DPS in finalizing a Scope of Work and procuring a Contractor for 2017 local road improvements under the Wayne County Local Roads Partnering Initiative as outlined in the attached memo dated October 27, 2016, in an amount not to exceed \$34,500.

ATTACHMENTS: Memo dated October 27, 2016.



WADE TRIM

October 27, 2016

Plymouth Township
9955 N. Haggerty Road
Plymouth, MI 48170

Attention: Mr. Patrick J. Fellrath, PE, Director of Public Services

Re: Proposal for Pavement Repair Under the
Wayne County Local Partnering Initiative

Dear Mr. Fellrath:

Per your request, Wade Trim is submitting a proposal to develop a maintenance plan for the local subdivision road infrastructure within the Township under the Wayne County Local Partnering Initiative for Township Roads. Our office recently completed a condition rating of the local subdivision roadways utilizing the Michigan Transportation Asset Management Council (TAMC) Pavement Surface Evaluation and Rating (PASER) system. The PASER system uses a 1-10 rating scale defining the roadway condition into three basic categories – Routine Maintenance; PASER Rating between 8-10; Capital Preventative Maintenance; PASER Rating between 5-7; and, Structural Improvements PASER Rating between 1-4.

The PASER manual further defines recommended repairs or actions to be taken for the various ratings:

- Routine Maintenance (RM) is the day-to-day, regularly-scheduled activities to prevent water from seeping into the surface. These activities include street sweeping, drainage clearing, gravel shoulder grading, and sealing cracks. PASER 8, 9 and 10 ratings are included in this category. This category also includes roads that are newly constructed or recently repaired; they require little or no maintenance.
- Capital Preventive Maintenance (CPM) is a planned set of cost-effective treatments to an existing roadway that slows further deterioration and maintains or improves the functional condition of the roadway system without significantly increasing the structural capacity. The purpose of CPM fixes is to protect the pavement structure, slow the rate of deterioration, and/or correct pavement surface deficiencies; PASER 5, 6 and 7 are included in this category. Roads in this category still show good structural support, however, the surface is starting to deteriorate. CPM fixes include spot surface repairs and joint and crack sealing. CPM is intended to address pavement problems before the structural integrity of the pavement has been severely impacted.
- Structural Improvement (SI) is necessary for roads assigned a PASER of 1, 2, 3 or 4 which require some type of structural improvement such as resurfacing or major reconstruction. Alligator cracking is evident and rutting is beginning to take place. Road rutting is evidence that the underlying structure is beginning to fail and must be either rehabilitated with a fix such as a crush and shape, partial full slab replacements, or be totally reconstructed.

Wade Trim Associates, Inc.	734.947.9700
25251 Northline Road	800.482.2864
P.O. Box 10	734.947.9726 fax
Taylor, MI 48180	www.wadetrim.com



A summary of the PASER ratings for the Township's local subdivision roads surveyed are presented below:

PASER Rating	Asphalt Roads		Concrete Roads		Summary	
	Feet	Miles	Feet	Miles	Miles	Percentage
1-4	36,432	6.9	63,888	12.1	19.0	22.8%
5-7	118,272	22.4	176,880	33.5	55.9	67.0%
8-10	21,648	4.1	23,232	4.4	8.5	10.2%
TOTALS	176,352	33.4	264,000	50.0	83.4	100.0%

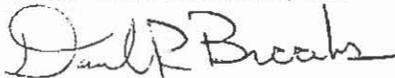
Results show 67% of the roadways are in the Capital Preventive Maintenance category (PASER Rating 5-7) which have recommended fixes that include spot surface repairs, joint and crack sealing to extend the structural life of the roadways in the most cost-effective manner before the pavement is compromised and requires partial or full pavement replacement. The estimated cost for Capital Preventive Maintenance types of repairs range from \$26,000 to \$32,000 per mile of roadway. This year the Township completed a joint and crack sealing program for the majority of the Township's asphalt roadways. For the 2017 program, it is proposed to complete the asphalt roadways and perform a joint and crack sealing program on the concrete roadways in the local subdivisions.

The estimated cost to repair the 33.5 miles of concrete roads with a 5-7 PASER Rating is between \$800,000 to \$1,000,000. The second year of funding from the Local Partnering Initiative for Township Roads is \$750,000. Since the available funding cannot meet the cost to repair all the roadways in the Capital Preventive Maintenance category, our office, with the assistance from the Township, will identify the most critical area to address. To proceed with the Project, we hereby request authorization from the Township to prepare Contract Documents in an amount not to exceed \$34,500. After Contract Documents are prepared, we will assist the Township during the bid phase to include answering Contractor questions, issuing addenda, if required, attending the bid opening, reviewing all the bids received for completeness, and preparing a tabulation of bids.

Please feel free to contact our office if you have any questions regarding this Proposal. We appreciate the opportunity to provide these services to the Township.

Very truly yours,

Wade Trim Associates, Inc.



Daniel R. Brooks, PE
 Client Representative

DRB:ka
 PLT 1000-16T

Pavement Program 2017 Prop Letter.docx



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: November 3, 2016

ITEM:

Proposed Contract for ADA Compliant Playscape in Township Park

PRESENTER: Supervisor Shannon Price

OTHER INDIVIDUALS IN ATTENDANCE:

EXECUTIVE SUMMARY:

In 2016 the Township Board of Trustees agreed combine Community Development Block Grant (CDBG) funds from 2014, 2015, and 2016 to purchase and install a new multi-tier ADA compliant playscape at Plymouth Township Park.

On October 31, 2016 at 2:00 p.m. bids were opened and publically read at the Plymouth Township Hall for the Plymouth Township Park Playscape project. The bids were advertised on MITIN and the Township website to provide the equipment and installation of the playscape. Contractors were asked to provide a facility that had ground to deck ramping, sensory panels, ground and elevated activities appropriate for all levels of ability ages 5 and older including a variety of slides, climbers including a rock wall, and at least one crawl tube with a safety surface.

A total of 5 bids were received and review for this project. All bidders provided quality layouts that were comparable in size and quantity of activities provided.

Additionally, the Planning Commission approved the addition of the structure to Township Park at their October 19, 2016 meeting.

The recommendation is to award the contract to the lowest bidder Miracle Midwest in the amount of \$189,883.00

BACKGROUND:

ACTION REQUESTED:

Approve

BUDGET/TIME-LINE:

IMPLEMENTATION PLAN:

RECOMMENDATION:

MODEL RESOLUTION: I move to approve the contract to build a new ADA compliant playscape in Township Park using CDBG funds from 2014, 2015, and 2016 to Miracle Midwest in the amount of \$189,883.00.

ATTACHMENTS:

November 1, 2016

Mr. Shannon Price, Township Supervisor
Plymouth Township
9955 N. Haggerty Rd.
Plymouth, Michigan 48170

Re: **Recommendation for Award**
Township Park Playscape

Dear Mr. Price:

On October 31, 2016 at 2:00 p.m., bids were opened and publicly read at the Plymouth Township Hall for the Plymouth Township Park Playscape project. The project is to install a multi-tier all inclusive, ADA accessible playscape using Community Development Block Grant (CDBG) funds from 2014, 2015 and 2016 that were allocated for ADA improvements to the Township Park.

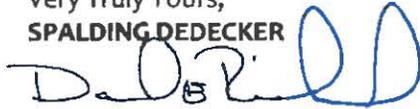
The bids were advertised to provide the equipment and installation of the play scape. The contractors were asked to provide a facility that had ground to deck ramping, sensory panels, ground and elevated activities appropriate for all levels of ability ages 5 and older including a variety of slides, climbers including a rock wall and at least one crawl tube with safety surface. The bidders were asked to provide a list of the equipment and drawings showing the intended layout.

A total of five bids were received for this project. All the bidders are considered to be responsive, qualified having submitted a bid compliant with all requirements. All bidders provided quality layouts that were comparable in size and quantity of activities provided.

Following the bid opening, Spalding DeDecker reviewed the bids received with staff and prepared the bid tabulation for the project (attached). Based on a review of all the bids and since the submitted plans were comparable in size and quantity provided, the recommendation is to award the bid to the lowest bidder, Miracle Midwest, for the Plymouth Township Park Playscape.

Very Truly Yours,

SPALDING DEDECKER



David E. Richmond, PE
Project Manager

Encl: Bid Tabulation

CHARTER TOWNSHIP OF PLYMOUTH TOWNSHIP PARK PLAYScape OCTOBER 31, 2016 @ 2:00PM	
Company	Bid Amount
Great Lakes	\$ 200,055.25
Playworld Mid-States	\$ 200,000.00
Penchura, LLC	\$ 200,000.00
Sinclair Recreation, LLC	\$ 198,000.00
Miracle Mid-West	\$ 189,883.00



Plymouth Township Park Playscape - View 1
Charter Township of Plymouth, MI
MMW160355A





Plymouth Township Park Playscape - View 2
Charter Township of Plymouth, MI
MMW160355A





Plymouth Township Park Playscape - View 3
Charter Township of Plymouth, MI
MMW160355A





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

MEETING DATE: Thursday, November 3, 2016

ITEM: Amended 2016 General Fund Budget

PRESENTER: Supervisor Shannon Price
Treasurer Ron Edwards

BACKGROUND: 2016 Budget adjustments .

BUDGET/TIME LINE: See Attached

RECOMMENDATION: Approve

MODEL RESOLUTION: I move to approve Resolution 2016-11-03-26 to Amend the 2016 General Fund Budget as presented

Charter Township of Plymouth 2016 Amended General Fund Budget

WHEREAS, the Supervisor has presented the Amended 2016 General Fund Budget

WHEREAS: The Board of Trustees has been advised of the contents of said budget;

NOW, THEREFORE, BE IT RESOLVED, that the aforementioned Budget be Adopted at the functional level as presented

	Current 2016 <u>Budget</u>	Amended 2016 <u>Budget</u>
Revenue:		
Property Taxes	7,250,000	7,000,000
State Shared Revenue	2,188,000	2,188,000
Licences and Permits	757,000	907,000
Fines/ Forfeits	200,000	200,000
City of Ply Dispatch Contribution	375,000	375,000
Charges for Services	185,000	185,000
Interest / Rent	772,500	797,500
Federal Grants	450,000	650,000
Miscellaneous	925,000	1,255,000
Inter-Governmental	725,000	725,000
Total Revenue	13,827,500	14,282,500
Contribution to Fund Balance	7,697	(116,837)
Total Sources of Funds	13,819,803	14,399,337
Expenditures:		
General Government	3,427,747	3,459,906
Public Safety	8,594,829	8,820,465
Building	434,808	489,371
Community Development	173,782	173,782
Park	569,688	636,862
Grants	95,000	295,000
Capital Improvement	523,951	523,951
Total Expenditures	13,819,803	14,399,337

**Charter Township of Plymouth
General Fund
2016 Amended Budget**

SOURCES OF FUNDS	Actual	Actual	Actual	Current	Amended
	2013	2014	2015	2016 Budget	2016 Budget
Property Taxes	6,621,720	6,709,837	6,823,940	7,250,000	7,000,000
State Shared Revenue	2,056,963	2,106,621	2,191,680	2,188,000	2,188,000
Community Development	108,907	72,350	58,895	85,000	85,000
Building Permits	447,594	607,384	831,174	550,000	700,000
Cable TV	592,527	635,252	730,339	750,000	775,000
City of Ply Dispatch Contrib	152,505	318,672	490,335	375,000	400,000
Transport Fees	46,846	81,136	81,784	100,000	125,000
District Court	189,509	196,410	191,230	200,000	150,000
Grants	78,370	591,905	681,430	450,000	650,000
Interest	28,734	24,243	21,489	22,500	22,500
Miscellaneous	989,240	684,649	598,225	925,000	1,255,000
Other Permits	166,789	170,707	251,275	200,000	200,000
Professional License	7,094	7,751	8,790	7,000	7,000
Inter-Governmental	<u>639,087</u>	<u>717,128</u>	<u>700,970</u>	<u>725,000</u>	<u>725,000</u>
TOTAL REVENUE	12,125,885	12,924,045	13,661,556	13,827,500	14,282,500
USES OF FUNDS					
General Administrative					
Assessing	354,329	318,147	296,138	318,514	328,514
Boards/Misc	604,267	630,499	506,053	637,528	602,528
Clerk	487,796	466,294	432,698	544,976	544,976
Elections	0	70,033	85,984	115,930	134,930
General Operating	339,994	359,609	419,512	358,525	398,525
Hall & Grounds	152,530	176,320	169,251	380,417	386,917
Information Services	234,004	281,769	263,684	300,416	300,616
Supervisor	390,764	394,043	393,272	436,566	421,566
Treasurer	<u>296,013</u>	<u>317,040</u>	<u>330,645</u>	<u>334,875</u>	<u>341,334</u>
SUBTOTAL	2,859,697	3,013,754	2,897,237	3,427,747	3,459,906
Public Safety					
Law Enforcement	3,484,885	3,617,739	3,828,350	3,975,877	4,143,937
Communications	1,037,499	1,053,101	1,141,902	1,208,285	1,210,785
Fire	<u>2,802,967</u>	<u>3,392,195</u>	<u>3,617,718</u>	<u>3,410,666</u>	<u>3,465,743</u>
SUBTOTAL	7,325,351	8,063,035	8,587,970	8,594,828	8,820,465
Building	399,463	455,127	452,056	434,808	489,371
Community Development	152,294	147,687	156,333	173,782	173,782
Parks and Recreation	265,346	428,117	489,051	569,688	636,863
Grants	35,104	169,464	43,727	95,000	295,000
Capital Improvement/Transfers	<u>723,951</u>	<u>523,951</u>	<u>523,951</u>	<u>523,951</u>	<u>523,951</u>
SUBTOTAL	1,576,158	1,724,346	1,665,118	1,797,229	2,118,966
TOTAL EXPENDITURES	11,761,206	12,801,135	13,150,325	13,819,803	14,399,337
Beginning Fund Balance	3,296,205	3,660,887	3,783,799	4,295,032	4,295,032
Ending Fund Balance	3,660,887	3,783,799	4,295,032	4,302,729	4,178,196

11/1/2016

Charter Township of Plymouth
AMENDED 2016 GENERAL FUND BUDGET
Resolution 2016-11-03-26 (Continued)

Present: [Conzelman, Curmi, Doroshewitz, Edwards, Kelly, Price, Mann]
Absent:
Moved:
Supported:
Ayes:
Nays:
Adopted: [November 3, 2016]

I, Nancy C. Conzelman, Clerk of the Charter Township of Plymouth, Wayne County, State of Michigan, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Charter Township of Plymouth Board of Trustees at their Special Meeting held on November 3, 2016, the original of which is on file in my office.

Nancy C. Conzelman, Clerk
Charter Township of Plymouth

CERTIFICATION

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Plymouth, County of Wayne, State of Michigan, at a meeting held on the Adopted Date, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Public Act 267, Public Acts of Michigan, 1976, and the minutes of said meeting were kept and will be or have been made available as required by the Act.

Nancy C. Conzelman,
Plymouth Township Clerk

Date

Resolution: 2016-11-03-26



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

MEETING DATE: Thursday, November 3, 2016

ITEM: Amended 2016 Solid Waste Fund Budget

PRESENTER: Supervisor Shannon Price
Treasurer Ron Edwards

BACKGROUND: Adjustments are due to a Employee who left in July and the costs of removing debris from the storm in early July.

BUDGET/TIME LINE: See Attached

RECOMMENDATION: Approve

MODEL RESOLUTION: I move to approve Resolution 2016-11-03-27 to Amend the 2016 Solid Waste Fund Budget as presented

**Charter Township of Plymouth
2016 Amended Solid Waste Fund Budget**

WHEREAS, the Township Supervisor has presented the Amended 2016 Budget for the Solid Waste Fund , and;

WHEREAS, the Board of Trustees has been advised of the contents of said Budget;

NOW, THEREFORE, BE IT RESOLVED, that the Solid Waste Fund Budget be approved as presented:

	<u>2013</u> <u>Actual</u>	<u>2014</u> <u>Actual</u>	<u>2015</u> <u>Actual</u>	<u>Current</u> <u>2016</u> <u>Budget</u>	<u>October</u> <u>YTD</u>	<u>Amended</u> <u>2016</u> <u>Budget</u>
REVENUE						
Solid Waste Disposal	\$ 1,373,822	\$ 1,374,298	\$ 1,369,807	\$ 1,375,000	\$ 891,014	\$ 1,146,250
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 1,373,822	\$ 1,374,298	\$ 1,369,807	\$ 1,375,000	\$ 891,014	\$ 1,146,250
EXPENSES						
Salary - Supervisory	\$ 13,500	\$ 14,000	\$ 14,300	\$ 14,600		\$ 14,600
Salary - Clerical	\$ 45,651	\$ 48,303	\$ 47,481	\$ 52,000	\$ 48,715	\$ 60,000
Overtime	\$ -	\$ -	\$ -	\$ -		\$ -
Fringe Benefits	\$ 6,472	\$ 9,162	\$ 8,928	\$ 16,000	\$ 876	\$ (49,000)
Pension - Non Rep.	\$ 8,177	\$ 8,467	\$ 8,605	\$ 9,990	\$ 4,555	\$ 11,190
Social Security	\$ 4,525	\$ 4,766	\$ 4,912	\$ 5,095	\$ 3,699	\$ 5,707
Workmen's Compensation	\$ 338	\$ 201	\$ 643	\$ 450	\$ 308	\$ 450
Depreciation	\$ 791	\$ 1,061	\$ 1,803	\$ 1,950	\$ -	\$ 1,950
Office Supplies	\$ 7,240	\$ 10,154	\$ 27,871	\$ 12,000	\$ 5,164	\$ 12,000
Legal	\$ -	\$ -	\$ 368	\$ 1,000	\$ -	\$ 1,000
Solid Waste Disposal	\$ 1,176,807	\$ 1,224,366	\$ 1,294,872	\$ 1,310,700	\$ 969,946	\$ 1,370,000
Telephone	\$ 647	\$ 393	\$ 1,175	\$ 2,000	\$ 831	\$ 2,000
Utilities	\$ 1,120	\$ 357	\$ 290	\$ 500	\$ 223	\$ 500
Financial Consultant	\$ 1,990	\$ 2,140	\$ 2,150	\$ 2,500	\$ -	\$ 2,500
Auto Expense	\$ 1,200	\$ 1,200	\$ 70	\$ 2,000	\$ -	\$ 2,000
Travel Expense	\$ -	\$ -	\$ -	\$ 100	\$ -	\$ 100
Total Expenditures	\$ 1,268,458	\$ 1,324,570	\$ 1,413,468	\$ 1,430,885	\$ 1,034,317	\$ 1,434,997
Net Assets- Beginning	\$ 429,067	\$ 534,431	\$ 584,159	\$ 540,498		\$ 540,498
Net Assets- Ending	\$ 534,431	\$ 584,159	\$ 540,498	\$ 484,613		\$ 251,751

Charter Township of Plymouth

AMENDED 2016 SOLID WASTE FUND BUDGET

Resolution 2016-11-03-27 (Continued)

Present: [Conzelman, Curmi, Doroshewitz, Edwards, Kelly, Price, Mann]

Absent:

Moved:

Supported:

Ayes:

Nays:

Adopted: [November 3, 2016]

I, Nancy C. Conzelman, Clerk of the Charter Township of Plymouth, Wayne County, State of Michigan, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Charter Township of Plymouth Board of Trustees at their Special Meeting held on November 3, 2016, the original of which is on file in my office.

**Nancy C. Conzelman, Clerk
Charter Township of Plymouth**

CERTIFICATION

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Plymouth, County of Wayne, State of Michigan, at a meeting held on the Adopted Date, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Public Act 267, Public Acts of Michigan, 1976, and the minutes of said meeting were kept and will be or have been made available as required by the Act.

Nancy C. Conzelman,
Plymouth Township Clerk

Date

Resolution: 2016-11-03-27



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: Thursday, November 3, 2016

ITEM: Amended 2016 Improvement Revolving Fund Budget

PRESENTER: Supervisor Shannon Price
Treasurer Ron Edwards

BACKGROUND: To adjust for funds due from Wayne County , State of Michigan and Johnson Controls.

BUDGET/TIME LINE: See Attached

RECOMMENDATION: Approve

MODEL RESOLUTION: I move to approve Resolution 2016-11-03-28 to Amend the 2016 Improvement Revolving Fund Budget as presented

Charter Township of Plymouth

AMENDED 2016 Improvement Revolving Fund Budget

Resolution 2016-11-03-28 (Continued)

Present: [Curmi, Conzelman, Doroshewitz, Edwards, Kelly, Price, Mann]

Absent:

Moved:

Supported:

Ayes:

Nays:

Adopted: [November 3, 2016]

I, Nancy C. Conzelman, Clerk of the Charter Township of Plymouth, Wayne County, State of Michigan, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Charter Township of Plymouth Board of Trustees at their Special Meeting held on November 3, 2016, the original of which is on file in my office.

**Nancy C. Conzelman, Clerk
Charter Township of Plymouth**

CERTIFICATION

**STATE OF MICHIGAN)
)
COUNTY OF WAYNE)**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Plymouth, County of Wayne, State of Michigan, at a meeting held on the Adopted Date, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Public Act 267, Public Acts of Michigan, 1976, and the minutes of said meeting were kept and will be or have been made available as required by the Act.

Nancy C. Conzelman,
Plymouth Township Clerk

Date

Resolution: 2016-11-03-28

**Charter Township of Plymouth
Improvement Revolving Fund
Amended 2016 Budget**

WHEREAS, the Township Supervisor has presented the Amended 2016 Budget for the Improvement Revolving Fund, and;
WHEREAS, the Board of Trustees has been advised of the contents of said Budgets;
NOW, THEREFORE, BE IT RESOLVED, that the Improvement Revolving Fund Budgets be approved as presented:

	<u>Actual 2014</u>	<u>Actual 2015</u>	<u>Current 2016 Budget</u>	<u>Actual as of 10/31/2016</u>	<u>Amended 2016 Budget</u>
REVENUE					
Interest Income	\$ 11,154	\$ 9,123	\$ 2,500	\$ 2,468	\$ 2,500
Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -
Grants and Other Revenue	\$ -	\$ 109,056	\$ 50,000	\$ -	\$ 400,000
Sale of Capital Assets	\$ 1,497,350	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 1,508,504	\$ 118,179	\$ 52,500	\$ 2,468	\$ 402,500
EXPENSES					
CAPITAL					
Land/Other	\$ -	\$ -	\$ -	\$ -	\$ -
Park	\$ 252,902	\$ 1,593,805	\$ 200,000	\$ 132,402	\$ 200,000
Bond Issuance Costs/Interest	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Payment	\$ 837,460	\$ 833,825	\$ 760,000	\$ 477,992	\$ 760,000
Total Expenses	\$ 1,090,362	\$ 2,427,630	\$ 960,000	\$ 610,394	\$ 960,000
Operating Transfers:					
From General Fund	\$ 523,951	\$ 523,951	\$ 523,951	\$ 442,628	\$ 523,951
From PCFD	\$ -	\$ -	\$ -	\$ -	\$ -
Total Transfers	\$ 523,951	\$ 523,951	\$ 523,951	\$ 442,628	\$ 523,951
Beg Fund Balance	\$ 1,240,150	\$ 2,182,243	\$ 396,743	\$ 396,743	\$ 396,743
Ending Fund Balance	\$ 2,182,243	\$ 396,743	\$ 13,194	\$ 231,445	\$ 363,194