### CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING Tuesday, June 27, 2017

Tuesday, June 27, 2017 7:00 PM

CALL '	TO ORDER at P.M.
A.	ROLL CALL: Kurt Heise, Mark Clinton, Chuck Curmi, Bob Doroshewitz, Jerry Vorva, Jack Dempsey Gary Heitman
В.	PLEDGE OF ALLEGIANCE
C.	APPROVAL OF AGENDA

### D. APPROVAL OF CONSENT AGENDA

### D.1 Approval of Minutes:

Regular Meeting – Tuesday, June 13, 2017 Study Session – Tuesday, June 20, 2017

Regular Meeting - Tuesday, June 27, 2017

### D.2 Acceptance of Communications, Resolutions, Reports:

### D.3 Approval of Township Bills:

FUND	ACCT	ALREADY	TO BE	TOTAL:
		PAID	PAID	
General Fund	101	1,385,435.35	75,615.07	1,461,050.42
Solid Waste Fund	226	112,329.19	2,434.41	114,763.60
Improvement Revolving (Capital)	246	9,158.62		9,158.62
Drug Forfeiture Fund	265			
Drug Forfeiture Fund	266		8,413.40	8,413.40
Golf Course Fund	510	4,091.31	2,146.61	6,237.92
Senior Transportation	588	21,048.93		21,048.93
Water/Sewer Fund	592	291,777.82	9,393.87	301,171.69
Trust and Agency	701			
Police Bond Fund	702	4,560.00		4,560.00
Tax Pool	703			
Special Assessment Capital	805	29.65	-	29.65
TOTALS:		\$1,828,430.87	\$ 98,003.36	\$1,926,434.23

### E. PUBLIC COMMENTS AND QUESTIONS

### CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING

Tuesday, June 27, 2017 7:00 PM

### F. NEW BUSINESS

- F.1 Establish an Industrial Development District for 47909 Halyard, Halyard Industrial Park, Resolution #2017-06-27-23 Clerk Vorva
- F.2 Ordinance 1016 Amendment #21 RV Parking Ordinance First Reading Attorney Bennett
- F.3 The Reserve Cluster Housing Option Final Development Plan Laura Haw
- F.4 SAW Grant Professional Services Agreement Change Order No. 1 Patrick Fellrath
- F.5 2016 Township Audit Plante-Moran Clerk Vorva, Martin Olejnik
- F.6 Reappointment of Keith Postell to the Planning Commission for a three year term expiring on June 30, 2020.
- F.7 Reappointment of Kendra Barberena to the Planning Commission for a three year term expiring on June 30, 2020.
- F.8 Appointment of William Pratt to the position of Planning Commission liaison to the Zoning Board of Appeals (replacing Ray Sturdy) for a term expiring on June 30, 2019.
- F.9 Bosch Storm Drain Agreement, Wayne County Permit M-48907, Resolution #2017-06-27-24
- F.10 Budget Discussion (If Required)

### G. SUPERVISOR AND TRUSTEE COMMENTS

### H. PUBLIC COMMENTS AND QUESTIONS

### I. 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)

The Public Is Invited and Encouraged To Attend All Meetings of the Board of Trustees of the Charter Township of Plymouth.

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING JUNE 27, 2017

ITEM D.1
APPROVAL OF MINUTES
TUESDAY, JUNE 13, 2017

### PROPOSED MINUTES

Supervisor Heise called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: Kurt Heise, Supervisor

Jerry Vorva, Clerk

Mark Clinton, Treasurer Charles Curmi, Trustee Robert Doroshewitz, Trustee Jack Dempsey, Trustee

Gary Heitman, Trustee

MEMBERS ABSENT: None

OTHERS PRESENT: Patrick Fellrath, Dir. of Public Services

Dan Phillips, Fire Chief

Thomas Tiderington, Police Chief Kevin Bennett, Township Attorney

David Richardson, Spalding DeDecker Assoc.

Arthur Mullen, McKenna Associates Amy Hammye, Deputy Treasurer Alice Geletzke, Recording Secretary

45 Members of the Public

### B. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Alan Guzzo.

### C, APPROVAL OF AGENDA

Regular Meeting - Tuesday, June 13, 2017

Mr. Heise asked that Item F7, Fire Station #2 Intergovernmental Agreement with Northville Twp., be removed from the agenda to allow Northville Township additional time to align themselves internally with the agreement.

Moved by Mr. Heitman and seconded by Mr. Curmi to approve the agenda for the Board of Trustees regular meeting of June 13, 2017 with the removal of Item F7. Ayes all.

### PROPOSED MINUTES

### D. APPROVAL OF CONSENT AGENDA

### D.1 Approval of Minutes:

Regular Meeting – Tuesday, May 23, 2017 Study Session – Tuesday, June 6, 2017

### D.2 Acceptance of Communications, Resolutions, Reports:

Building Department – Monthly Report, May, 2017 Fire Department – Monthly Report, May, 2017 FOIA Report – May, 2017 – Clerk's Office FOIA Report – May, 2017 – Police Department

### D.3 Approval of Township Bills:

FUND	ACCT	ALREADY	TO BE	TOTAL:
		PAID	PAID	
General Fund	101	\$291,749.65	\$ 118,259.08	410,008.73
Solid Waste Fund	226	115,194.94	394.42	115,589.36
Improvement Revolving (Capital)	246		455,858.50	455,858.50
Drug Forfeiture Fund	265			
Drug Forfeiture Fund	266			
Golf Course Fund	510	5330.53	2279.68	7,610.21
Senior Transportation	588	806.79	85.00	891.79
Water/Sewer Fund	592	712,456.46	250,998.05	963,454.51
Trust and Agency	701	2,000.00	6,755.00	8,755.00
Police Bond Fund	702			
Tax Pool	703			
Special Assessment Capital	805		17,161.50	17,161.50
TOTALS:		\$ 1,127,538.37	\$851,791.23	\$1,979,329.60

Mr. Dempsey pointed out several corrections to the minutes of May 23, 2017 and June 6, 2017.

Moved by Mr. Vorva and seconded by Mr. Clinton to approve the consent agenda for the Board of Trustees regular meeting of June 13, 2017. Ayes all.

### E. PUBLIC COMMENTS AND QUESTIONS

John Stewart, Ann Briscovac, Susan Bondie, Mike Scopone, Don Sharpe, Steve and Beth Birmingham, Don Schnettler, David Mills, and Glenn Jimmerson of Plymouth Township

#### PROPOSED MINUTES

expressed their support for the reopening of Fire Station 2, citing better service for the entire community, personal lifesaving experiences and the location of an elementary school within the area.

Brian Bentley informed the community of a recycling event to be held by the Plymouth VFW on Saturday, June 17.

#### F. NEW BUSINESS

F.1 Plymouth Community Council on Aging Presentation – Bobbie Pummill

Bobbie Pummill introduced three fellow members of the nine-member non-profit Plymouth Community Council on Aging and explained the Council's role in the community, the informational, educational and recreational programs they offer and the facilities they use.

F.2 Ordinance 1016 -- Amendment #20 - Creation of Building Board of Appeals - Second Reading -- Building Official Lewis and Attorney Bennett

Moved by Mr. Dempsey and seconded by Mr. Heitman to establish June 13, 2017 as the "second reading" date of Ordinance No. 1016, Amendment 20, which exists for the purpose of Creating a Construction Board of Appeals; and, further, to make this Ordinance effective on June 15, 2017, the date of publication in the Eagle Newspaper. Ayes all on a roll call vote.

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

### F.3 Beck Road PUD – Laura Haw

In the absence of Ms. Haw, Arthur Mullen of McKenna Associates reviewed the Planning Commission's recommended approval of the PUD Option after consideration of a revised site plan.

Moved by Mr. Doroshewitz and seconded by Mr. Heitman to approve Application 2229-0117, contingent on the recommendations in the Staff Reports (including the revised Planner Report dated May 10, 2017, and the combination of the two lots) which would allow Parcels R-78-005-99-0009-709 and R-78-005-99-0009-710 to be developed under a Planned Unit Development (PUD) Option. Ayes all on a roll call vote.

F.4 Approval of Contract with Carr's Outdoor Services for the 2017 Joint and Crack Sealing Bids – Resolution #2017-06-13-19 - Patrick Fellrath

### PROPOSED MINUTES

Patrick Fellrath, Dir. of Public Services, and Daniel Brooks of Wade Trim Associates reviewed the areas to be covered by the 2017 Joint and Crack Sealing program.

Moved by Mr. Heitman and seconded by Mr. Vorva to award the 2017 Road Joint and Crack Sealing Program, Resolution #2017-06-13-19, to Carr's Outdoor Services in the amount of \$631,876.00, not to exceed \$750,000, and to authorize the execution of the contract by the Township Supervisor and the Township Clerk. Ayes all on a roll call vote.

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

- F.5 Freedom of Information Request Appeal—Thomas Parrelly
- F.6 Freedom of Information Request Appeal Nancy Conzelman

Mr. Vorva noted the amount of information requested regarding the recreation survey by Mr. Parrelly and Ms. Conzelman and how the costs were determined for creating a file for electronic transmittal as well as searching hard drives for related material. Costs arrived at were \$1,950 for Mr. Parrelly, with a deposit of \$250, and \$170 for Ms. Conzelman, which they are appealing. They were invited to come into the office to review the material without cost. Also, they were invited to attend the Board meeting this evening and have not. The survey involves 1800 two-sided pages, 11" x 17", which Ms.Conzelman requested, plus the request of Mr. Parrelly which includes related material.

The Board also conferred with Attorney Bennett regarding points in the Freedom of Information Act and recourse for Mr. Parrelly and Ms. Conzelman if their appeal is denied.

Moved by Mr. Heitman and seconded by Mr. Vorva to deny the FOIA appeal of Thomas Parrelly. Ayes all on a roll call vote.

Mr. Heise noted, for the record, that Mr. Parrelly was invited to attend the meeting tonight, the second invitation from the Clerk to appear, and he has not appeared.

Moved by Mr. Heise and seconded by Mr. Clinton to deny the FOIA appeal of Nancy Conzelman. Ayes all on a roll call vote.

Mr. Heise also noted that Ms. Conzelman has been invited to appear to make the formal appeal, but has not.

F.7 Fire Station #2 Intergovernmental Agreement with Northville Township, Resolution # 2017-06-13-20 - Supervisor Heise

#### PROPOSED MINUTES

This item was removed from the agenda.

F.8 Transfer of Funds for SAD Projects, Resolution #2017-06-13 21 - Treasurer Clinton and Patrick Fellrath

Mr. Clinton explained the need for transferring funds for four SAD's to pay contractors because of not yet receiving funds from Wayne County or from the upcoming assessment of homeowners which allows them to pay off their assessments in 10 years at a 4% interest rate.

Moved by Mr. Clinton and seconded by Mr. Heitman to approve Resolution #2017-06-13-21 reclassifying the approximate \$1.4 million debt from a current obligation to a long-term obligation of the Special Assessment Capital Project Fund, repayable from participants in Special Assessment Districts 179, 180, 181, and 182. Interest on the unpaid balance will be at a 4% per annum interest rate, and that interest will continue until the advanced funds are fully repaid. Ayes all on a roll call vote.

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

F.9 Reassignment of Resolution #2017-03-14-10 to 2017-03-14-22R to allow for sequential numbering of all 2017 resolutions to date. That resolution dealt with the authorization to increase fees for ambulance transport services.

Moved by Mr. Dempsey and seconded by Mr. Heitman to adopt Resolution #2017-03-14-22R to replace previously approved Resolution 2017-03-14-10 assigned to Board Approval to increase ambulance transport fees. Ayes all on a roll call vote.

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

F.10 Reassignment of Resolution #2016-07-19-18 to #2016-07-19-18R to reflect the corrections to the adoption of the Assessment Roll for Ridgewood Hills 2,3,4 SAD from July 19, 2016 with the correction of scrivener's errors.

Moved by Mr. Heitman and seconded by Mr. Vorva to re-adopt the Ridgewood Hills No. 2, No. 3, and No. 4 Subdivisions Road Rehabilitation SAD Assessment Roll as presented to correct several scrivener's errors in the original roll adopted on July 19, 2016., Resolution #2016-07-19-18R revises and replaces Resolution #2016-07-19-18. Ayes all on a roll call vote.

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

F.11 2018 Budget Discussion – If Required – Supervisor Heise

### PROPOSED MINUTES

Board members discussed various aspects of working toward preparing the Budget for the coming year. Mr. Clinton anticipates receiving \$1 million less in revenue this year because of the expiration of the SAFER Grant of approximately \$750 thousand, and the \$330 thousand payment for health care costs from the City going into last year's revenue, with only small incremental increases.

### G. SUPERVISOR AND TRUSTEE COMMENTS

Mr. Heise noted there will be an on-line RFP seeking a realtor for the Five Mile industrial property with submissions due on July 7.

Mr. Doroshewitz suggested asking Bob Janks to think about developing an IT policy.

Mr. Clinton indicated the summer tax bills will soon be out, and on-line payments are offered for the first time.

Mr. Curmi discussed the inter-governmental agreement and better detailed work by staff on the monthly fire report.

### H. PUBLIC COMMENTS AND QUESTIONS

Duane Zantop had comments on policies and charges for FOIA requests by the former Clerk.

Michael Scopone expressed his belief that the number one responsibility of a government is protecting its citizens.

Steve Birmingham was encouraged by the Board working in cooperation.

Don Schnettler asked about figures for opening the fire station.

Rita Gajewski commented on Fire Station 2 being a safety issue for the entire community.

### I. ADJOURNMENT

Moved by Mr. Heitman and seconded by Mr. Dempsey to adjourn the meeting at 9:16 p.m. Ayes all.

### PROPOSED MINUTES

Jerry Vorva, Township Clerk

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING JUNE 27, 2017

ITEM D.1
APPROVAL OF MINUTES
STUDY SESSION
JUNE 20, 2017

## CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES STUDY SESSION TUESDAY, JUNE 20, 2017 PROPOSED MINUTES

Supervisor Heise called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: Kurt Heise, Supervisor

Jerry Vorva, Clerk Mark Clinton, Treasurer Robert Doroshewitz, Trustee Gary Heitman, Trustee

MEMBERS ABSENT: Charles Curmi, Trustee, Excused

Jack Dempsey, Trustee, Excused

OTHERS PRESENT: Robert Antal, Police Lieutenant

Kevin Bennett, Township Attorney Arthur Mullen, McKenna Associates David Richmond, Spalding DeDecker

Sandra Groth, Deputy Clerk Amy Hammye, Deputy Treasurer Alice Geletzke, Recording Secretary

27 Members of the Public

### A. APPROVAL OF AGENDA

Study Session - Tuesday, June 20, 2017

Moved by Mr. Heitman and seconded by Mr. Vorva to approve the agenda for the Board of Trustees study session of June 20, 2017. Ayes all.

B. PUBLIC COMMENTS AND QUESTIONS - There were none.

### C. PLANTE-MORAN- GOLF COURSE AUDIT

Mr. Eric Conforti, Senior Manager of the Forensic Group of Plante-Moran, aided by Martin Olejnik, reviewed at length the audit of Hilltop Golf Course.

Per their correspondence of May 24, 2017, the following was performed:

Assembled financial forecasts using information supplied by the Township and Billy Casper Golf (BC)

Compared Hilltop's (via BC) vendor addresses to Hilltop's employee addresses

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Compared Hilltop's (via BC) vendor addresses to the Township's vendor addresses

## CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES STUDY SESSION TUESDAY, JUNE 20, 2017 PROPOSED MINUTES

Summarized the payments made by Billy Casper and the Township, related to Hilltop, by vendor

Among items also discussed were assets and liabilities of the Township and potential capital outlay for improvements to the clubhouse and golf paths, and the purchase of new golf carts.

Board members discussed future considerations to be made regarding the golf course, given the projected financial impact on the Township. The current contract with Billy Casper Golf expires in 2019, with provisions for earlier dissolution with financial considerations.

### D. THE RESERVE – CLUSTER HOUSING OPTION – FINAL DEVELOPMENT PLAN - Arthur Mullen, AICP

Mr. Mullen of McKenna Associates reviewed the Planning Commission's recommendation for approval of the Cluster Housing Development Plan request, subject to items in the Staff Reports being addressed administratively. The location of the proposed development is north of Ann Arbor Trail, west of Sheldon Road.

A resident had questions about how far north the development extends, the price of the homes, and asked for an explanation of the Cluster Housing Option.

### E. PLANTE-MORAN 2016 TOWNSHIP AUDIT

Martin Olejnik and Melanie Crowther of Plante-Moran discussed at length the 2016 Township Audit and their recommendations.

Also discussed was the Department of Justice Audit of Drug Forfeiture Funds and anticipated completion of the single audits for 2013, 2014, and 2015.

Mr. Heise explained the necessity for one-time expenditures to secure aid from Plante-Moran to catch up record-keeping.

The tremendous efforts of Cynthia Kushner, Accountant; Amy Hammye, Deputy Treasurer, and other members of the Treasurer's office; Mary Ann Truesdell, Elections Clerk; Sandra Groth, Deputy Clerk; and Sue Brams, Exec. Asst. to the Supervisor, to complete additional work were lauded, as well as the actions of the Board to obtain Plante-Moran's help.

Ms. Kushner reviewed the condition of the accounts and the accounting systems and the extensive work necessary to get the accounts reconciled so that the audit could be completed.

### F. UPDATE ON FIRE STATION #2 IGA WITH NORTHVILLE TOWNSHIP - Supervisor Heise

## CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES STUDY SESSION TUESDAY, JUNE 20, 2017 PROPOSED MINUTES

Mr. Heise updated the Board on meetings with the Northville Township Supervisor, Township Manager, and the Fire Chief and personnel who are reviewing operational issues.

G. BUDGET DISCUSSIONS (If Need	ied)
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Mr. Heise noted he is setting up meetings with department heads.

- H. PUBLIC COMMENTS AND QUESTIONS There were none.
- I. ADJOURNMENT

Moved by Mr. Heitman and seconded by Mr. Vorva to adjourn the meeting at 9:50 p.m. Ayes all.

Jerry Vorva, Township Clerk

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING JUNE 27, 2017

## ITEM D.3 APPROVAL OF TOWNSHIP BILLS

		PRO-FORMA INVOICES	2017	
FUND NAME	<b>FUND NUMBERS</b>	ALREADY PAID	INVOICES TO BE PAID	
General Fund	101	1,385,435.35	75,615.07	
Solid Waste Fund	226	112,329.19	2,434.41	
Improvement Revolving (Capital)	246	9,158.62	0.00	
Drug Forfeiture Fund	265	0	0.00	
Drug Forfeiture Fund	266	0	8,413.40	
Golf Course Fund	510	4,091.31	2,146.61	
Senior Transportation	588	21,048.93	0.00	
Water/Sewer Fund	592	291,777.82	9,393.87	
Trust and Agency	701	0.00	0.00	
Police Bond Fund	702	4,560.00	0.00	
Tax Pool	703		0.00	
Special Assessment Capital	805	29.65	0.00	
TOTALS:		1,828,430.87	98,003.36	
GRAND TOTAL FOR JUNE 27, 20	017 PAYABLES:	1,926,434.23		

### Page: 1/9

DANULOFF, LYLE D., PHD.		Invoice Amount:	\$600.00
Police Service Aide Psychological Evaluation on M 101-325-818.000	Evaluation for hire - Vane	Check Date:	06/28/2017 600.00
ALLIE BROTHERS UNIFORMS		Invoice Amount:	 \$137.97
Uniform Equip/Ofc. King Inv. 65645 5-12-17 101-305-758.000	S/S Blouse	Check Date:	06/28/2017 137.97
ALLIE BROTHERS UNIFORMS		Invoice Amount:	 \$97.98
Uniform Equip/Lt. Antal Inv. 65647 5/12/17		Check Date:	06/28/2017
101-305-758.000 101-305-758.000	S/S Shirts Lt. Bars		91.98 6.00
ALLIE BROTHERS UNIFORMS		Invoice Amount:	\$258.97
Uniform Equip/PSA Fell Inv. 65648 5-12-17		Check Date:	06/28/2017
101-325-758.000 101-325-758.000	S/S Shirt Uniform Boots		143.97 115.00
NAPA Auto Parts of Plymouth		Invoice Amount:	\$7.98
Cleaning supplies Inv. 535863 4/27/17		Check Date:	06/28/2017
101-305-863,000 101-305-863,000	Armor All Wipes Armor All Wipes		3.99 3.99
NAPA Auto Parts of Plymouth		Invoice Amount:	\$5.99
Auto Repair Supplies Inv. 537888 5/15/17 101-305-863.000	Mirror Adhesive	Check Date:	06/28/2017 5.99
NAPA Auto Parts of Plymouth		Invoice Amount:	\$35.98
Auto Repair Supplies Inv. 534921 4/19/17 101-305-863.000	New Hitch	Check Date:	06/28/2017 35.98
BLACKWELL FORD INC.		Invoice Amount:	\$42.34
Vehicle Repair/126605 Inv. 124377 4-14-17 101-305-863.000	Oll change	Check Date:	06/28/2017 42.34
BLACKWELL FORD INC.		Invoice Amount:	\$285.05
Vehicle Repair/106438 Inv. 124251 4-13-17 101-305-863.000	Oil change/Repair	Check Date:	06/28/2017 285.05
BLACKWELL FORD INC.		Invoice Amount:	\$631.52
Vehicle Repair/A66875 Inv. 124382 4/17/17 101-305-863,000	Vehicle Repair	Check Date:	06/28/2017 631.52
CINTAS CORPORATION - 300		Invoice Amount:	\$164.33
Mat service for P.D. Inv. 300752059 5/19/17 101-305-776.000	Mats for pd	Check Date:	06/28/2017 164.33
DE WOLF & ASSOCIATES		Invoice Amount:	\$255.00
Communications Training Officer Update Training 101-325-960.000	PSA Fitzgerald 4-25-17	Check Date:	06/28/2017 255.00
FEDEX		Invoice Amount:	\$20.68
Package Shipped (Sgt. Fetner) Inv. 5-798-09980 101-305-727.000	Axon Enterprises (formerly	Check Date:	06/28/2017 20.68
KNIGHT TECHNOLOGY GROUP, INC.		Invoice Amount:	\$270.00
Open DNS, Network Design/Clemis and Comcast (		Check Date:	06/28/2017

### Page: 2/9

VENDOR INFORMATION	INVOICE INFORMATION			
	101-305-978.001	Equipt Purchases < \$1,	000	270.00
LEO'S CONEY ISLAND			Invoice Amount:	\$794.01
Prisoner Meals Feb-April, 2017			Check Date:	06/28/2017
	101-325-963.000	Prisoner Meals		794.01
MICHIGAN, STATE OF			Invoice Amount:	\$90.00
SOR Registration - March 2017 Inv. 55			Check Date:	06/28/2017
	101-305-818.000	SOR Registration - Perio	od Ending 3/31/17	90.00
MICHIGAN, STATE OF			Invoice Amount:	\$120.00
SOR Registration - April 2017 Inv. 551			Check Date:	06/28/2017
	101-305-818.000	SOR Registration - Perio	od Ending 4/30/17	120.00
MOBILE COMMUNICATION SERVICES	INC		<b>Invoice Amount:</b>	\$150.00
Radio Repair Inv. 104094 4-30-17			Check Date:	06/28/2017
	101-325-851.000	Replace Mic		75.00
	101-325-851.000	Tech Labor		<i>75.00</i>
OFFICEMAX INCORPORATED			<b>Invoice Amount:</b>	\$609.16
Office Supplies - Police Dept. Inv. 767	644 5-3-17		Check Date:	06/28/2017
	101-305-727.000	Misc. Office Supplies		609.16
OAKLAND COUNTY			Invoice Amount:	\$28.08
CLEMIS Cad Mice Inv. CLM0008441 4/	7/17		Check Date:	06/28/2017
	101-325-818.000	CAD Mice		28.08
UPPER LEVEL GRAPHICS			Invoice Amount:	\$495.00
Graphics on New Police Vehicle Inv.16	<b>295</b> 2/27 <b>/1</b>		Check Date:	06/28/2017
·	101-305-863.000	2017 Taurus Vehicle #1	7-4	495,00
WEST PAYMENT CENTER		-	Invoice Amount:	\$289.00
Clear Investigations Advanced Inv. 836	5033248 5/		Check Date:	06/28/2017
	101-305-960.000	April 1-30, 2017		289.00
WEST PAYMENT CENTER			Invoice Amount:	\$1,224.00
Quinlan Investigative Annual Charges	Inv. 836112		Check Date:	06/28/2017
	101-305-960,000	Investigative Stops Law	Bulletin	408.00
	101-305-960.000	Narcotics Law Bulletin		408.00
	101-305-960.000	Search & Seizure Bulleti 	<u></u>	408.00
PLYMOUTH POSTMASTER			Invoice Amount:	\$2,559.21
Postage for Summer 2017 Newsletter			Check Date:	06/28/2017
	101-290-730.000	Postage-Summer '17 Ne	wsletter permit 218	2,559.21
AMERICAN TEST CENTER INC.			Invoice Amount:	\$420.00
Ground ladder testing			Check Date:	06/28/2017
	101-336-863.000	Ground Ladder Testing &	& heat sensors rep	420.00
APEX SOFTWARE			Invoice Amount:	\$1,230.00
Apex Sketching Software Annual Maint	enance Re		Check Date:	06/28/2017
	101-209-727.000	Apex Sketching Software	e Annual Maintenan	1,230.00
ASSOCIATED NEWSPAPERS OF MICH	GAN		Invoice Amount:	\$79.91
Planning Public Notice- JB Beck, LLC			Check Date:	06/28/2017
·	101-801-813.000	PN - JP Beck, LLC		79.91

### Page: 3/9

VENDOR INFORMATION		INVOICE INFORMATION		
ASSOCIATED NEWSPAPERS OF MICH	IGAN	Invoice Amount:	\$71.49	
Planning Public Notice	101-801-813.000	Check Date: Public Notice Vaston/O'Brien, 6-1-17	06/28/2017 71.49	
NAPA Auto Parts of Plymouth		Invoice Amount:	\$16.14	
Parks - Supplies for equipment mainter	nance - # 5 <i>101-691-931.000</i>	Check Date: Suppiles - # 539866	06/28/2017 16.14	
BLACKWELL FORD INC.		Invoice Amount:	\$85.04	
Parks Vehicle Repair - Invoice # 12679	)4 <i>101-691-863.000</i>	Check Date: Parks Vehicle - Invoice # 126794	06/28/2017 85.04	
CHLORIDE SOLUTIONS LLC		Invoice Amount:	\$2,900.29	
Chloride	101-446-818.000	Check Date: 26% Mineral Well Brine del & applied	06/28/2017 2,900.29	
CINTAS CORPORATION - 300		Invoice Amount:	\$164.33	
Mat service for P.D. Inv. 300714594 3/	24/17 <i>101-305-776.000</i>	Check Date:	06/28/2017 164.33	
COMSOURCE, INC.		Invoice Amount:	\$135.00	
repair @ Motorola Depot Sta #3	101-336-851.000	Check Date: Sta#3 Repair @ Motorola Depot	06/28/2017 135.00	
DANULOFF, LYLE D., PHD.		Invoice Amount:	\$600.00	
Psy Eval A Loudon	101-336-835.000	Check Date: Psychological evauation of FFI A. Loudon	06/28/2017 600.00	
ENGRAVING CONNECTION		Invoice Amount:	\$168.00	
Accountability Tags	101-336-836.000	Check Date: Accountability Tags	06/28/2017 168.00	
ETNA SUPPLY	•	Invoice Amount:	\$1,224.00	
Per quote S102203383 dated 5/8/17	592-291-935.000	Check Date: Magna-Trak MT102 Magnetic Locator	06/28/2017 1,224.00	
ETNA SUPPLY		Invoice Amount:	\$1,224.00	
Per quote S102203383 dated 5/8/17	500 004 005 000	Check Date:	06/28/2017	
	592-291-935,000	Magna-Trak MT102 Magnetic Locator	1,224.00	
A.S.C., INC	6	Invoice Amount:	\$351.00	
Call for Service to Alarm System at Fire	Station # 101-336-776.000	Check Date: Labor Sec Serv Tech OT	06/28/2017 351.00	
NAPA Auto Parts of Plymouth		Invoice Amount:	\$48.07	
TIR VALV & Adapter	101-336-863.000	Check Date:	06/28/2017	
	101-336-863.000	Adapter	46.79 1.28	
CORPORATE CLEANING GROUP INC		Invoice Amount:	\$405.00	
DPW CLEANING	592-172-776.000	INV 1296	06/28/2017 405.00	
CORPORATE CLEANING GROUP INC		Invoice Amount:	\$2,254.00	
CLEANING		Check Date:	06/28/2017	
	101-265-776.000 101-305-776.000	INVOICE 1297 INVOICE 1297 2 HAZ MATS IN MAY	2,079.00 175.00	

### Page: 4/9

VENDOR INFORMATION		INVOICE 1	NFORMATION	<u> </u>
GFL Environmental USA, Inc.			Invoice Amount:	\$225.00
WESTBRIAR 2 SUB CLEAN UP YARDV	VASTE - SPR 226-226-810.000	20 YARD OPEN TOP WESTE	Check Date: BRIAR 2 CLEAN UP	06/28/2017 225.00
HALT FIRE INC	-	-	Invoice Amount:	\$26.92
Replacement of Marker light for Reso	ue 1 101-336-863.000	light	Check Date:	06/28/2017 26.92
HALT FIRE INC			Invoice Amount:	\$762.00
E3 pump leak	101-336-863.000	E3 pump leak	Check Date:	06/28/2017 762.00
HALT FIRE INC			Invoice Amount:	\$143.00
E1 check pump valv	101-336-863,000	check pump valve	Check Date:	06/28/2017 143.00
HALT FIRE INC			Invoice Amount:	\$355.06
E2 battery problem	101-336-863.000	E2 batteries not charging	Check Date:	06/28/2017 355.06
HALT FIRE INC			Invoice Amount:	\$171.00
E3 check brakes	101-336-863,000	E3 Check brakes	Check Date:	06/28/2017 171.00
HALT FIRE INC	_		Invoice Amount:	\$230.50
E3 overloaded fuse	101-336-863,000	E3 overloaded fuse	Check Date:	06/28/2017 230,50
HALT FIRE INC			Invoice Amount:	\$501.24
E3 brake work	101-336-863.000	E3 brake work	Check Date:	06/28/2017 501.24
HALT FIRE INC			Invoice Amount:	\$278.12
Repair Wiring in Engine #1	101-336-863.000	E1 wiring of cord reel	Check Date:	06/28/2017 278,12
IAFC MEMBERSHIP			Invoice Amount:	\$209.00
Membership for IAFC	101-336-727.000	Membership	Check Date:	06/28/2017 209.00
IRON MOUNTAIN			Invoice Amount:	\$182.70
Storage - May 17	101-215-727.000	Storage - May 17	Check Date:	06/28/2017 182.70
IRON MOUNTAIN	-		Invoice Amount:	\$182.70
June 2017 Storage	101-215-727.000	June 2017 Storage	Check Date:	06/28/2017 182.70
OVERHEAD DOOR CO. OF WHITMORI	E LAKE		Invoice Amount:	\$467.14
multi code receiver Sta#1	101-336-776,000	Serv Call Multi Code Receive	Check Date:	06/28/2017 467.14
OVERHEAD DOOR CO. OF WHITMORI	ELAKE		Invoice Amount:	\$1,393.11
door repair sta #1	101-336-776.000	Bay door repair sta#1 6/5/1	Check Date:	06/28/2017 1,393.11

### Page: 5/9

VENDOR INFORMATION		INVOICE INFORMATION			
KNIGHT TECHNOLOGY GROUP, INC.		_	Invoice Amount:	\$150.00	
Firewall Monitoring - June 2017			Check Date:	06/28/2017	
	101-290-941,000	Firewall Monitoring - June 20	017	150.00	
KONICA MINOLTA BUSINESS SOLUTI	ONS		Invoice Amount:	\$408.15	
May 17 Clerk/Bldg			Check Date:	06/28/2017	
	101-371-727.000	Printer/Copier Bidg May 17		164.27	
	101-215-727.000	Printer/Copier Clerk May 17		243,88	
KONICA MINOLTA BUSINESS SOLUTI	ONS		Invoice Amount:	\$363.94	
Bldg/Clerk Printer/Copier			Check Date:	06/28/2017	
	101-371-727.000	Printer/Copier Apr 17		183.84	
	101-215-727.000	Printer Copier April 17		180.10	
LEE, JAMES			Invoice Amount:	\$1,415.00	
Fire Apparatus Pump Training Provide			<b>Check Date:</b>	06/28/2017	
	101-336-960.000	3 pump classes		1,415.00	
MALLARI, JEFF			Invoice Amount:	\$25.00	
license reimbursement paramedic and	Paramedic		Check Date:	06/28/2017	
<u> </u>	101-336-960.000	Paramedic License		25.00	
MALLARI, JEFF			Invoice Amount:	\$25.00	
license reimbursement paramedic and	Paramedic		Check Date:	06/28/2017	
	101-336-960,000	Paramedic License Instructor		25,00	
MICHIGAN AIR SOLUTIONS, LLC			Invoice Amount:	\$166.55	
Air Comp Maint			Check Date:	06/28/2017	
•	<i>101-336-851,000</i>	Air Comp Maint		166.55	
O K FIRE EQUIPMENT CO			Invoice Amount:	\$195.00	
GOLF NEW FIRE EXTINGUISHER KITC	HEN		Check Date:	06/28/2017	
	510-510-737.000	GOLF NEW FIRE EXTINGUIS	HER KITCHEN	195.00	
O K FIRE EQUIPMENT CO	-		Invoice Amount:	\$70.00	
hydrotest & recharge			Check Date:	06/28/2017	
	101-336-776.000	Hydrotest & recharge		70.00	
Physio-Control, Inc.			Invoice Amount:	\$603.70	
Lithium Batteries for AEDS.			Check Date:	06/28/2017	
	101-336-851.000	Lithium Batteries/incl freight		603.70	
PROGRESSIVE PRINTING			Invoice Amount:	\$2,345.00	
Summer 2017 Newsletter			Check Date:	06/28/2017	
	101-955-885.000	16,565 Summer 2017 Newsle	tters	1,820.00	
	101-955-885.000	Layout		<i>525.00</i>	
PROGRESSIVE PRINTING			Invoice Amount:	\$1,148.00	
Quote # 15266 dated 5/12/17			Check Date:	06/28/2017	
	592-172-973.080	2017 Sewer Clean/Inspect po	stcard	1,148.00	
PUMPHREY, KATHY			Invoice Amount:	\$114.40	
TRAINING			Check Date:	06/28/2017	
	101-371-960.000	TRAINING		114.40	
AIRGAS USA, LLC			Invoice Amount:	\$329.96	
Rent for Oxygen Cylinders			Check Date:	06/28/2017	

### Page: 6/9

	101-336-836.000	Oxygen tanks		329.96
R.D.REOME COMPANY			Invoice Amount:	\$495.00
Annual Maintenance Agreement Copier			Check Date:	06/28/2017
	101-253-727,000	Maintenance Agree 6/17 to		495.00
Rocket Enterprise, Inc.			Invoice Amount:	\$1,880.00
New Flagpole, installation and flag (Eag	le Scout p		Check Date:	06/28/2017
	101-691-978.000	EQUIPMENT PURCHASE		975.00
	101-691-978.000	Theftproof Locking System		<i>275.00</i>
	101-691-978.000	Delivery, assembly & install		575.00
<del>_</del>	101-691-978.000	5X8 Nylon Flag		<i>55.00</i>
SOUTHEAST EQUIPMENT INC			Invoice Amount:	\$100.00
Quarterly Air Sample	101 335 036 000	Overted to the Committee	Check Date:	06/28/2017
	101-336-836.000	Quarterly Air Sample		100.00
SPARTAN DISTRIBUTORS			Invoice Amount:	\$218.94
Invoice 22404079 Station Master Pro pa		Face In 1940 (070 of 1)	Check Date:	06/28/2017
	510-510-737,000	Invoice 22404079 Station M	aster Pro part	218,94
SUNTEL SERVICES			Invoice Amount:	\$3,850.00
Twp Mitel Phone System Annual Mainter		Check Date:		06/28/2017
	101-265-853.000	Twp Mitel Phone System An		1,769.45
	226-226-853.000	Twp Mitel Phone System And		117.97
	592-172-853.000	Twp Mitel Phone System And		471.86
	101-305-853,000 101-325-853,000	Twp Mitel Phone System And Twp Mitel Phone System And		721.88 309.54
	101-336-853.000	Twp Mitel Phone System And		459.30
Trugreen Processing Center			Invoice Amount:	<b>\$164.35</b>
Sta#2 lawn maint			Check Date:	06/28/2017
Stan 2 lawii mame	101-336-776.000	Sta#2 Lawn Maintenance		164.35
Trugreen Processing Center			Invoice Amount:	\$99.25
Sa#3 LawnMaintenance			Check Date:	06/28/2017
	101-336-776.000	Sta#3 Lawn Maint		99.25
WAYNE COUNTY		-	Invoice Amount:	\$210.00
November 2016 Prisoner Housing Inv. 2	9 <b>0091</b> 5/		Check Date:	06/28/2017
5	101-305-832.000	November Prisoner Housing		210.00
WAYNE COUNTY			Invoice Amount:	\$210.00
January 2017 Prisoner Housing Inv. 290	201 5/22/		Check Date:	06/28/2017
	101-305-832.000	January Prisoner Housing		210.00
WAYNE COUNTY			Invoice Amount:	\$525.00
February 2017 Prisoner Housing Inv. 290	0236 5/24		Check Date:	06/28/2017
	101-305-832.000	February Prisoner Housing		525.00
WAYNE COUNTY			Invoice Amount:	\$700.00
March 2017 Prisoner Housing Inv. 29028		Administration of the second o	Check Date:	06/28/2017
	101-305-832.000	March Prisoner Housing		700,00
Thompson, Cary			Invoice Amount:	\$2,000.00
SCBA Pack grant	404 000		Check Date:	06/28/2017
	<i>101-336-727.000</i>	SCBA Pack Grant		2,000.00

### Page: 7/9

VENDOR INFORMATION		INVOICE	INFORMATION	
CYNERGY PRODUCTS			Invoice Amount:	\$2,541.74
Radio work			Check Date:	06/28/2017
	101-336-978.000	Radio Work		2,541.74
WESTERN WAYNE CTY FD MUTUAL	AID ASN		Invoice Amount:	\$5,027.64
Assoc dues			Check Date:	06/28/2017
	101-336-727.000	Assoc dues		5,027.64
Michigan Academy of Emergency So	erv	-	Invoice Amount:	\$55.00
Heartsaver cards-May			Check Date:	06/28/2017
	101-336-727.000	Heartsaver cards		55.00
Zep Sales & Service			Invoice Amount:	 \$166.45
Zep Flash 40#			Check Date:	06/28/2017
	101-336-776.000	40# container of Flash cle		166,45
Highland Products Group, LLC		<u> </u>	Invoice Amount:	\$4,728.71
Recycled Plastic Malibu Bench - Twp	Parks		Check Date:	06/28/2017
, , , , , , , , , , , , , , , , , , ,	101-691-978.001	5 ft. Recycled Park Bench		4,224.00
	101-691-978.001	Shipping Charges		504.71
A.S.C., INC	-		Invoice Amount:	\$340.66
Parks - Soccer Park - Surge Protecto	r replacement		Check Date:	06/28/2017
	101-691-931.000	Surge Protector		64,66
	101-691-931.000	Labor Travel - Security		68.00
	101-691-931.000	Labor - Technician Service		208.00
DON'S SMALL ENGINE			Invoice Amount:	\$23.97
Parks - 3 oil filters for 3 Z-turns (oil o	change) <b>invo</b> i		Check Date:	06/28/2017
	101-691- <b>931,000</b>	Parks - Invoice 36611		23.97
HEMMING, POLACZYK, CRONIN, SMIT	rH,		Invoice Amount:	\$15,697.43
Legal Services May 2017 (KEVIN BE	NNETT)		Check Date:	06/28/2017
	101-305-826.000	Ordinance Prosecutions		6,566.16
	101-801-826.000	Community Development		2,480.63
	101-290-826,000	Admin		4,042.50
	101-290-826.000	Misc.		22.50
	592-172-830.000	Water and Sewer		315.00
	101-290-826.000	Cable		118.13
	101-371-826.000 101-336-826.000	Building Dept.		249.38
	<i>592-172-830.000</i>	Fire Solid Waste		1,837.50 65.63
KSS Enterprises			Invoice Amount:	\$113.06
Parks - Roll Towel - 2 cases - Invice	# 1038951		Check Date:	06/28/2017
Tarks Roll Tower 2 cases Invice	101-691-931.000	Park Supplies # 1038951	Check Date.	113.06
WCA ASSESSING			Invoice Amount:	\$806.78
WCA Assessing - Special Biliing - Full	Tribunal Lim		Check Date:	06/28/2017
	101-209-826.000	Special Billing May 2017 (s		806.78
WCA ASSESSING			Invoice Amount:	\$295.66
WCA Assessing Legal Servioces May	2017		Check Date:	06/28/2017
	101-209-826.000	Legal Services May 2017		295.66
OFFICEMAX INCORPORATED			Invoice Amount:	\$304.68
Office Supplies - Police Dept. Inv. 83	0901 5/12/1		Check Date:	06/28/2017
	-,, -			,,,

### Page: 8/9

	101-325-727.000	INVOICE INFORMATIO  Office Supplies	304.68
SPARTAN DISTRIBUTORS		Invoice Ar	mount: \$239.60
Invoice 22404461 FC Drive Assy			Date: 06/28/2017
	510-510-737.000	Invoice 22404461 FC Drive Assy	239.60
SPARTAN DISTRIBUTORS		Invoice Ar	nount: \$147.23
Invoice 11744349 tire/rim/valve		Check	Date: 06/28/2017
	510-510-737.000	Invoice 11744349 tire/rim/valve	147.23
SPENCER OIL COMPANY		Invoice An	nount: \$780.46
Gasoline for Hilltop 430.00 Gals Oct Unl			Date: 06/28/2017
-	510-510-737.000	Gasoline for Hilitop 489.8 Gals Oct Uni	780,46
VANCE OUTDOORS, INC.		Invoice An	nount: \$3,177.33
Ammunition for 2017 - State Contract #			Date: 06/28/2017
	101-305-960.000 101-305-960.000	Winchester 5.56mm 55gr. FMJ # Q3131 Shipping	3,126.00 51,33
RAS Engineering, LLC		Invoice An	7-/1
New Vehicle Build - 2017 Ford Utility/New	w Vehicle <i>266-300-978.000</i>		Date: 06/28/2017
	200-300-378,000	2017 Ford Utility/2017 Ford Expedition	8,413.40
BONO, JENNIFER		Invoice An	7
Mileage Reimbursement 4/3/17 to 6/16/	17 375 <i>101-253-727.000</i>	Check	
	101-235-727.000	Mileage Reimbursement	200.63
ADVANCED DISPOSAL		Invoice An	nount: \$166.44
DPW RESI COMPOST MAY 26, 2017	777 777 048 448	Check	
	226-226-810.000 226-226-810.000	Compost 05/26/17 Fuel Surcharge	75.00 16.44
	226-226-810.000	Сотроst 05/26/17	75.00
ATOMIC CLEANING SYSTEMS		Invoice An	nount: \$233.55
DPW - vehicle wash bays		Check	1
<u> </u>	592-172-776,000	Service, labor & parts	233.55
DEVOTO, CLAUDIA		Invoice An	nount: \$152.48
Mileage thru 4/6/17 to 6/13/17 285 Miles	5	Check	-
	101-253-727.000	Mileage thru 6/13/17	152,48
<b>EVERLAST ASPHALT CORPORATION, TH</b>	E	Invoice An	nount: \$1,200.00
Asphalt		Check	
·	592-291-935.000	Asphalt 14760 Northville Rd	1,200.00
EVERLAST ASPHALT CORPORATION, TH	E	Invoice Arr	nount: \$750.00
Asphalt		Check	
	592-291-935.000	Asphalt 40522 Ann Arbor Trail	750,00
GFL Environmental USA, Inc.		Invoice An	nount: \$1,925.00
GFL Trash Truck - HHW Event 2017		Check	7 - <b>/</b>
	226-226-810.000	Use of trash truck for HHW Event 2017	1,925.00
GUARDIAN ALARM CO		Invoice Am	nount: \$241.89
Alarm Billing 6/1/17 to 8/31/17		Check	•
	592-443-937.000	Plymouth Twp Pump House 50500 AA Rd	241.89

### Page: 9/9

VENDOR INFORMATION		INVOICE INFORMATION	<u> </u>
GUARDIAN ALARM CO		Invoice Amount:	\$253.29
Alarm billing 5/1/17 - 7/31/17 - Port St.	592-443-937.000	Check Date:  Monitoring, Maintenance & Services	06/28/2017 253.29
RED WING SHOES		Invoice Amount:	\$1,718.65
Safety footwear	592-172-758,000	Check Date: Safety footwear - Inv 000000002-504	<b>06/28/2017</b> 1,718.65
SPALDING DEDECKER ASSOCIATES, INC	C.	Invoice Amount:	\$1,350.00
ADA Playscape CDBG - Professional Serv	ices May 101-851-971.000	Check Date: ADA Playscape COBG PY 2014-2016	06/28/2017 1,350.00
SPARTAN DISTRIBUTORS		Invoice Amount:	\$98.01
Spartan 11745424 Supplies	510-510-737.000	Check Date: Spartan 11745424 Supplies	06/28/2017 98.01
SPARTAN DISTRIBUTORS	_	Invoice Amount:	\$212.75
Spartan 22404994 Supplies	510-510-737.000	Check Date: Spartan 22404994 Supplies	06/28/2017 212.75
SPARTAN DISTRIBUTORS		Invoice Amount:	\$254.62
Spartan 22404995 Supplies	510-510-737.000	Check Date: Spartan 22404995 Supplies	06/28/2017 254.62
VIGILANTE SECURITY		Invoice Amount:	\$105.00
PRN Monitoring 5/15/17 to 8/14/17	592-172-818.000	Check Date: 15275 Northville Rd.	06/28/2017 105,00
NORTHVILLE, CHARTER TOWNSHIP OF		Invoice Amount:	\$375.00
May 2017 Five Mile Road Corridor Proj. (	(6/12 <b>inv</b> <i>101-400-818.000</i>	Check Date: May 2017 5 Mile Corridor Project CoPay	06/28/2017 375.00
KNIGHT TECHNOLOGY GROUP, INC.		Invoice Amount:	\$2,340.00
IT Support - Domain Migration Inv 9526	101-290-941.000	Check Date: Domain Migration/Post Migration Support	06/28/2017 2,340.00
MUNICIPAL WEB SERVICES		Invoice Amount:	\$40.00
Constant Contact Subscription May 2017	101-201-851,000	Check Date: List Serve Constant Contact - May 2017	06/28/2017 40.00
ALLIED SUBSTANCE ABUSE PROFESSION	NAL	Invoice Amount:	\$38.00
Drug Test for Bob Courter 5/2/17	592-172-727.000	Check Date: Bob Courter 5/2/17	06/28/2017 38.00
		Total Amount to be Disbursed:	\$98,003.36

### Page: 1/1

VENDOR INFORMATION	INVOICE INFORMATION			
35TH DISTRICT COURT POLICE BOND 6/13/2017  35TH DISTRICT COURT	702-100-087,000	<i>5781</i>	Invoice Amount: Check Date:	\$300.00 06/21/2017
	702-100-007.000		Invoice Amount:	\$510.00
POLICE BOND 6/14/2017	702-100-087,000	5782	Check Date:	06/21/2017 510.00
			Total Amount to be Disbursed:	\$810.00

### Page: 1/4

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

VENDOR INFORMATION		INVOICE INFORMATION	<u> </u>
AT&T		Invoice Amo	unt: \$623.43
Video Arraignment - June 2017		Check D	ate: 06/21/2017
	101-325-853.000	Video Arraignment June 2017	623.43
COMCAST		Invoice Amo	unt: \$194.85
Cable service June 2017		Check D	1
Cable Service Julie 2017	101-691-931.000	Lakepointe Soccer fields	64.95
	101-336-921.000	FS#3	64.95
	101-325-853,000	Video arraignment	64.95
CONSUMERS ENERGY		Invoice Amo	unt: \$2,470.46
Consumer monthly May-June 2017		Check D	1-1
Consumer monthly May-June 2017	101-171-921.000	Supervisor	190.43
	101-201-921.000	Info Services	101.90
	101-209-921,000	Assessing	54.51
	101-215-921.000	Clerk	165,49
	101-253-921.000	Treasurer	69.12
	101-265-854.000	Twp. Hall	49.31
	101-305-921.000	Police	546.90
	101-325-921.000	Dispatch	227.67
	101-336-921.000	Fire	387.72
	101-371-921.000	Building	119.89
	101-400-921.000	Community Development	67.16
	101-691-921.000	Park	86,93
	226-226-921.000	Solid Waste	15.78
	592-172-921.000	DPW	234.54
	510-510-737.000	Golf Course	103.25
	592-444-745.000	DPW	46.71
	588-588-921.000	Friendship Staton	3.15
PLYMOUTH POSTMASTER		Invoice Amo	unt: \$6,000.00
			' '
Postage for Summer 2017 Tax Bills - F	ermit # 21 <i>101-290-730.000</i>	Check D Postage Summer 2017 Tax Bills Permit 218	ate: 06/21/2017 6,000.00
VERIZON WIRELESS		Invoice Amo	unt: \$1,563.86
May 2017 Wireless Bills	502.172.052.000	DPW wireless devices	ate: 06/21/2017 164.11
	592-172-853,000 101-201-853.000	Info services wireless devices	60.56
	101-253-853.000	Treasurer	50.00
		Fire wireless devices	
	101-336-853,000		537.34
	101-691-853,000	Park foreman wireless device	50.00
	101-305-853,000 101-371-853,000	Police wireless devices Building wireless devices	405.15 296.70
VERIZON WIRELESS		Invoice Amo	teh
		Invoice Amo	
May 2017 Wireless Billing Acct #2	592-172-853.000	DPW wireless devices	413.17
	<i>101-201-853.000</i>	Info services wireless devices	0.27
	101-325-853.000	PD dispatch wireless devices	52.54
	101-336-853.000	Fire wireless devices	120.13
	101-691-853.000	Park foreman wireless device	120.13 40.01
	805-805-970.005	Sidewalk Inspector wireless device	29.65
	226-226-853.000	Solid waste wireless device	52.07
	588-588-853.000	Senior Transportation wireless device	112,79
WOW! BUSINESS		Invoice Amo	unt: \$17.26
		THACKE WIND	#1/12

Internet Friendship Station Service Charges - 6-17

Invoice Amount: Check Date: \$17.26 06/21/2017

### Page: 2/4

ENDOR INFORMATION	INVOICE INFORMATION				
	101-265-854.000 588-588-921,000	Service Charges 6-17 Service Charges 6-17		16.22 1.04	
WOW! BUSINESS			Invoice Amount:	\$118.30	
		'	Check Date:	06/21/2017	
Internet Friendship Station - June 2017	101 265 954 000	Internet	CHECK Date.	111.20	
	101-265-854.000 588-588-921.000	Senior Trans Internet June 20	17	7.10	
PLYMOUTH POSTMASTER			Invoice Amount:	\$3,000.00	
	1710		Check Date:	06/21/2017	
Water Quality Report Postage - Permit #	592-172-730.000	Permit #218 Water Quality Re	port Postage	3,000.00	
Huntington National Bank			Invoice Amount:	\$15,066.00	
2013 Bond Interest Only			Check Date:	06/21/2017	
2013 Bolid Titlelest Only	592-995-995.000	Interest 2013 Bond		3,093.05	
	246-246-995.000	Interest 2013 Bond		9,158.62	
	510-995-998.010	Interest 2013 Bond		2,814.33	
MICH MUN RISK MGT AUTHORITY ECP			Invoice Amount:	\$8,604.60	
Electric Choice - May 2017			Check Date:	06/21/2017	
Electric Choice - May 2017	101-336-921.000	Electric Choice		<i>985.31</i>	
	592-172-921,000	Electric Choice		242.88	
	101-171-921,000	Electric Choice		629.99	
	101-201-921.000	Electric Choice		337.10	
	101-209-921.000	Electric Choice		180.33	
	101-215-921.000	Electric Choice		547.49	
	101-253-921.000	Electric Choice		228.66	
	101-305-921.000	Electric Choice		1,809.24	
	101-325-921.000	Electric Choice		753.16	
	101-336-921.000	Electric Choice		266.38	
	101-371-921,000	Electric Choice		396.62	
	101-400-921.000	Electric Choice		222.18	
	592-172-921.000	Electric Choice		522.15	
	592-172-921.000	Electric Choice		171.54	
	101-336-921.000	Electric Choice		372.35	
	101-691-921.000	Electric Choice		355.46	
	101-265-921.000	Electric Choice		180.63	
	588-588-921.000	Electric Choice		11.53	
	101-100-067.010	Electric Choice		391.60	
ADP INC			Invoice Amount:	\$393.87	
Payroll processing for period ending 6/4	/17		Check Date:	06/21/2017	
	101-290-941.000	Payroll processing 6/4/17		393.87 	
BLUE CARE NETWORK OF MICHIGAN			Invoice Amount:	\$15,138.50	
July 2017 Covereage - Classes 5&6 (spr	eadsheet		Check Date:	06/21/201	
July 2017 Corollange Classes 200 (apr	101-215-714.000	Clerk's Office		<i>559.68</i>	
	101-265-714.000	Township Hall (Haack)		1,337.63	
	101-305-714.000	Police Dept.		2,003.66	
	101-336-714.000	Fire Dept.		1,337.63	
	101-371-714.010	Building Dept.		4,691.39	
	592-172-716.500	DPW Retiree		822.48	
	592-172-716.000	DPW Dept.		4,386.03	
BLUE CARE NETWORK OF MICHIGAN			Invoice Amount:	\$10,948.31	
BCN of MIchigan - Classes 9 & 10 - July	2017 - Sp		Check Date:	06/21/201	
Delt of Filefiguri Classes 5 & 10 Surj	101-290-714.500	General Retirees Healthcare		<i>5,186.72</i>	
	101-305-714.500	Police Retirees Healthcare		<i>648.34</i>	

### Page: 3/4

VENDOR INFORMATION		INVOICE INFORMATION	
	101-325-714.500	Dispatch Retirees Healthcare	648.34
	101-336-714.500	Fire Retirees Healthcare	3,168.23
	592-172-716.500	Public Works Retirees Healthcare	1,296.68
<b>BLUE CARE NETWORK OF MICHIGAN</b>		Invoice Amount	\$72,580.7 <b>!</b>
July 2017 Coverage - classes 7 & 8 (sp	readsheet	Check Date	-
	101-171-714.000	Supervisor's Office	488.31
	101-201-714.000	IT Dept.	1,259.84
	101-253-714.000	Treaasurer's Dept.	1,167.06
	101-305-714.000	Police	17,374.07
	101-325-714.000	Dispatch	7,671.35
	101-336-714.000	Fire	15,625.92
	101-371-714,000	Building	1,259.84
	592-172-716.000	Public Works	2,426.90
	101-305-714,500	Police - Retirees	7,163.60
	101-336-714,500	Fire - Retirees	15,443.24
	592-172-716,500	Public Works - Retirees	1,850.61
	101-253-714.000	July Adjustment (Treasury)	(92.78)
	101-336-714,000	July Adjustment (Fire)	488.31
	101-336-714,500	July Adjustment (Fire Retirees)	(136,29)
	592-172-716,000	July Adjustment (Public Works)	(1,259.84)
	592-172-716,500	July Adjustment (Public Works Retirees)	1,850.61
BLUE CROSS/BLUE SHIELD OF MICHIG	GAN	Invoice Amount:	\$5,357.10
BCBS of MI - Retiree Health Care - July	2017 (sne	Check Date:	Y-/
July 1 Tearles Health Care Suly	101-290-714.500	General Retirees	. 00/21/201 535.71
	101-305-714.500	Police Retirees	535.71 535.71
	101-336-714.500	Fire Retirees	4,285.68
DELTA DENTAL PLAN OF MI		Invoice Amount:	\$10,570.43
Delta Dental Plan - July 2017		Check Date:	41
2011 2011 1 1011 3017 2027	101-171-714.000	Supervisor's Dept	106,63
	101-201-714.000	IT Dept.	117,82
	101-290-714.500	Assessing Dept. Retiree	37.41
	101-215-714.000	Clerk's Dept.	224.45
	101-253-714.000	Treasurer's Dept.	187.04
	101-290-714,000	Treasurer's Dept. Retiree	69.22
	101-265-714.000	Township Hall (Haack)	69.22
	101-290-714.500	Retiree (various)	213,26
	101-305-714.000	Police Dept.	2,668.94
	101-305-714,500	Police Dept. Retirees	469.52
	101-325-714.000	Dispatch	770,55
	101-325-714.500	Dispatch Retiree	69.22
	101-336-714,000	Fire Dept.	2,113.41
	101-336-714,500	Fire Dept. Retirees	1,440.37
	101-371-714.000	Bullding Dept.	540.50
	101-290-714.500	Building Dept. Retirees	138,44
	101-290-714.500	Park Dept. Retirees	106,63
	588-588-714.000	Senior Transportation	117.82
	592-172-716.000	DPW Dept.	555.53
	592-172-716.500	DPW Dept, Retirees	469.52
	101-290-714.000	Assessment fee - state Claims Tax	84.93
JOHN HANCOCK LIFE INSURANCE CO.		Invoice Amount:	
Monthly Premium-June 2017		Check Date:	
	101-100-237.000	Monthly Premium- Antal, Robert- 6/17	06/21/2017 20.00
	101-100-237.000	Monthly Premium-Jowsey, Richard- 6/17	<i>64.40</i>

### Page: 4/4

VENDOR INFORMATION INVOICE INFORMATION				
MICHIGAN CONFERENCE OF TEAMSTE		Invoice Amount:	\$14,351.75	
Health insurance July 2017			Check Date:	06/21/2017
•	592-172-716.000	Bartlett, James		2,050,25
	<i>592-172-716.000</i>	Krueger, Randy		2,050.25
	592-172-716.000	Melow, Steven		2,050.25
	592-172-716.000	Overaltis, Joseph		2,050,25
	592-172-716.000	Scholten, James		2,050.25
	592-172-716.000	Thomas, James		2,050.25
	592-172-716.000	Nelson, David		2,050.25
<b>Great Lakes Water Authority</b>			Invoice Amount:	\$20,233.91
GLWA May 2017 IWC Charges			Check Date:	06/21/2017
	592-441-743.000	GLWA - May 2017 IWC Charge		20,233,91
ALERUS FINANCIAL			Invoice Amount:	\$2,781.56
Defined Contribution - 6/23/17			Check Date:	06/21/2017
Defined Contribution 0/25/17	101-325-714.050	Define Contribution -Dispatch		1,492.44
	101-100-231,000	Employee Cont -all	(Zinployery	512.94
	101-305-714.030	Define Contribution-Police (ER	)	776.18
ADP INC			Invoice Amount:	\$2,961.74
ADP Enterprie eTime & Workforce Now	& Payroll		Check Date:	06/21/2017
ADI Encephe et ine a workloice Now	101-290-941,000	Enterprise eTime	Clieck Date:	2,244,99
	101-290-941,000	Workforce Now		716.75
		***************************************		710,75
M M L WORKERS' COMPENSATION FU	ND	•	Invoice Amount:	\$31,167.00
MML - Workers Comp Fund - July 2017			Check Date:	06/21/2017
	101-100-123.000	Policy Premium 7-1-2017-7-1	-2018	31,167.00
		Total Amount to		\$225,048.71

### Page: 1/1

VENDOR INFORMATION			INVOICE INFORMATION	
35TH DISTRICT COURT			Invoice Amount:	\$500.00
POLICE BOND 5/23/17			Check Date:	06/14/2017
	702-100-087.000	5768		500.00
35TH DISTRICT COURT			Invoice Amount:	\$500.00
POLICE BOND 5/30/17			Check Date:	06/14/2017
	702-100-087,000	5771		500.00
35TH DISTRICT COURT			Invoice Amount:	\$50.00
POLICE BOND 5/18/17			Check Date:	06/14/2017
	702-100-087.000	5757		50.00
35TH DISTRICT COURT			Invoice Amount:	\$900.00
POLICE BOND 6/05/17			Check Date:	06/14/2017
• •	<i>702-100-087.000</i>	5772		100.00
	702-100-087,000	5773		300.00
	702-100-087.000	5774		500,00
35TH DISTRICT COURT			Invoice Amount:	\$800.00
POLICE BOND 6/06/2017			Check Date:	06/14/2017
. ,	702-100-087.000	5776		300.00
	702-100-087.000	5777		500.00
35TH DISTRICT COURT			Invoice Amount:	\$1,000.00
POLICE BOND 6/12/2017			Check Date:	06/14/2017
	702-100-087.000	<i>5778</i>		500,00
	702-100-087.000	5779		500.00
			Total Amount to be Disbursed:	\$3,750.00

### Page: 1/4

VENDOR INFORMATION		INVOICE INFORMATION		
AT&T			Invoice Amount:	\$1,797.46
ATT Bill- May 25 - June 24, 2017			Check Date:	06/14/2017
7.11. 21.11 1.14, 23 24.16 2.1, 262.	101-201-853,000	Information Services		97.28
	101-209-853.000	Assessing		60.63
	101-371-853.000	Building		107.85
	101-336-853.000	Fire		365.41
	101-305-853.000	Police		286.01
	101-171-853.000	Supervisor		129.81
	101-253-853.000	Treasurer		84.16
	101-215-853.000	Clerk		130.26
	101-400-853,000	Community Development		156.67
	101-325-853,000	Dispatch		138,55
	226-226-853.000	Solid Waste		13,75
	592-172-853,000	Water/Sewer		123.76
	592-291-805.000	Water/Sewer		45.85
	101-265-854.000	Twp Hall		16.45
	101-691-853.000	Park		41.02
AT&T			Invoice Amount:	\$106.65
FS#2 Meterline - May 2017			Check Date:	06/14/2017
1 3#2 Pieterinie Pidy 2017	101-336-921.000	FS #2 - May 2017		106.65
COMCAST			Invoice Amount:	\$124.90
	OOFE N		Check Date:	•
Comcast High Speed Internet June 2017	- 9955 N <i>101-290-941.000</i>	Comcast High Speed Intern		06/14/2017 124.90
COMCAST			Invoice Amount:	\$303.85
Comcast High Speed InternetInstallation	& Monthi		Check Date:	06/14/2017
Cornease riigir opeca interneuristanduori	101-336-921.000	High Speed Internet FS #2		104,85
	101-336-921.000	FS #2 Installation		199.00
DTE ENERGY			Invoice Amount:	\$13.40
DTE Consider Apr. May 2017 12350 Pos	k Dood		Check Date:	06/14/2017
DTE Service Apr - May 2017 12250 Bed	510-510-737.000	DTE 12250 Beck Road Apr		13.40
DTE ENERGY			Invoice Amount:	\$8.89
				•
DTE Service Miller Park April-May 2017	101-691-921.000	Miller Park Electric Apr-May	Check Date: 2017	06/14/2017 8.89
ALERUS FINANCIAL			Invoice Amount:	\$2,737.32
Defined Contribution - 6/9/17			Check Date:	06/14/2017
Defined Continuation 5 0/3/17	101-325-714,050	Define Contribution -Dispail		1,291.94
	101-100-231.000	Employee Cont -all	a. (z.r.proyer)	761,46
	101-305-714.030	Define Contribution-Police	(ER)	683.92
C.O.A.M PLYMOUTH TOWNSHIP			Invoice Amount:	\$355.60
			Check Date:	06/14/2017
COAM Union Deductions - June 2017	101-100-232.050	Fetner, William J.	CITCON DUICE	71.12
	101-100-232.050	Krebs, Ryan		71.12
	101-100-232.050	Kudra, Daniel J.		71.12
	101-100-232.050	Seipenko, Todd A.		71.12
	101-100-232.050	Hoffman, Marc		71.12
DTE ENERGY	· <u>-</u>		Invoice Amount:	\$179.24
	2017		Check Date:	06/14/2017
Hilltop Golf Course Pumphouse April-May	/ '3/11 /			

### Page: 2/4

66.12

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

VENDOR INFORMATION		INVOICE INFO	RMATION	
DTE ENERGY		In	voice Amount:	\$5,395.71
DTE Service - Municipal Street Light - N	1av 2017		Check Date:	06/14/2017
	101-446-920.000	DTE - May Municipal Street Light		5,395.71
GFL Environmental USA, Inc.		In	voice Amount:	\$101,359.4 <b>4</b>
·	s)	211	Check Date:	•
MAY 2017 - RESIDENTIAL COLLECTION	226-226-810.000	MAY 2017 TRASH	Check Date:	06/14/201
	226-226-810.000	MAY 2017 RECYCLING		65,504.40
	226-226-810,000	MAY 2017 YARD WASTE		18,272.28 17,582.76
JOHN HANCOCK LIFE INSURANCE CO.		In	voice Amount:	\$4,037.65
JOHN HANCOCK EMPLOYEE CONTRIB.	6.0.17	<del>-</del>	Check Date:	06/14/201
JOHN HANCOCK EMPLOTEE CONTRIB.	588-100-231.000	Employee Contrib Friend.Statio		76.88
	101-100-231.000	Employee Contrib Administrati		2,488.40
	592-100-231.000	Employee Contrib Public Service		1,472.37
JOHN HANCOCK LIFE INSURANCE CO.				
		Δn	voice Amount: Check Date:	\$14,530.17 06/14/2017
JOHN HANCOCK EMPLOYER PEN MATC	.H 6/9/17 P <i>588-588-714.000</i>	Friendship Station (Boyce)	Check Date:	
	101-171-714.010	Supervisor's Office		230,63
	101-201-714.010	IT Services (Janks)		1,515.06
	101-201-714.010	Clerk's Office		563,36 1,771.66
	101-253-714.010	Treasurer's Office		1,771.66 954.29
	101-205-714.000	Police Dept.		1,196.09
	101-325-714.010	Dispatch		264.94
	101-336-714.020	Fire Dept		1,576.78
	101-336-714.010	Fire (Admin) (Jowsey)		242,44
	101-371-714.010	Building Dept.		1,422.89
	101-265-714,010	Township Hall (Haack)		231.41
	592-172-714,010	Public Services (Admin)		1,722.70
	226-226-714.010	Solid Waste (Visel)		275.96
	592-291-714,040	DPW		2,561,96
NATIONWIDE RET SOL USCM/MIDWE	ST	In	voice Amount:	\$22,978.69
			Check Date:	06/14/2013
Nationwide - Contribs. for payending 6,	101-100-239.000	Contributions for paymeding 5/4/		
	592-100-239.000	Contributions for payending 6/4/. Contributions for payending 6/4/.		12,996.69 9,982.00
DO A LA DIVINOUELE TOURISIES	324 200 233,403			
P.O.A.M PLYMOUTH TOWNSHIP		In	voice Amount:	\$1,773.53
POAM Union Deductions - June 2017	101 100 222 010	Porton Cod	Check Date:	06/14/2013
	101-100-232,010 101-100-232,040	Bartram, Brad Berezak, Jennifer		66.12 44.75
	101-100-232.040	Bulmer, Cassandra M.		49.75
	101-100-232.010	Cheston, Steven		66,12
	101-100-232.040	Clark, Kristina R.		49.75
	101-100-232.010	Coffell, Steven John		66.12
	101-100-232.040	Fell, Cynthia		49.75
	101-100-232.010	Fetter, Jeffery D.		66.12
	101-100-232.010	Fritz, Michael		66.12
	101-100-232.010	Hayes, Jason		66,12
	101-100-232.010	Hinkle, Michael T.		66.12
	101-100-232.010	King, Caitlin E.		66.12
	101-100-232.010	Linton, Marcy Kay		66.12
	101-100-232.010	McParland, Jeffrey K.		66,12
	101-100-232.010	Ripp, Jason R.		66,12
	101-100-232.040	Rodriguez, Tracy		44.75
	101-100-232.010	Rozum Charles 1		66 12

101-100-232.010 Rozum, Charles J.

### Page: 3/4

VENDOR INFORMATION		INVOICE I	NFORMATION	
	101-100-232.010	Rupard, Bryan J.		66.12
	101-100-232.010	Schemanske, Jeremy		66.12
	101-100-232,040	Smith, Stephanie		44.75
	101-100-232.010	Smitherman, Joseph A.		66.12
	101-100-232,010	Tiderington, Scott R.		66.12
	101-100-232,040	Turley, Melanie A.		44.75
	101-100-232.010	Warring, Aaron Thomas		66.12
	101-100-232.040	Fitzgerald, James		49.75
	101-100-232.040	Bosworth Andrea		
	101-100-232.040	Maples, Jeffry		44.75
	101-100-232.010			66.12
	101-100-232.010	Spaulding, Kyle J		49.75
		Goodwin, Vanessa		44.75
	101-100-232.010	Wilder, Christopher		66.12
CHARTER TWSP OF PLYMOUTH			Invoice Amount:	<b>\$1</b> ,674.79
Plymouth Township - Water/Sewer -	meter read		Check Date:	06/14/2017
	101-171-921.000	Supervisor		39.87
	101-201-921,000	Information Services		21.34
	101-209-921,000	Assessors		11.41
	101-215-921,000	Clerk		34.65
	101-253-921,000	Treasurer		14.47
	101-265-854.000	Senior Center		49.51
	101-305-921,000	Police		114.51
	101-325-921,000	Communications		47.67
	101-336-921,000	Fire		474.11
	101-371-921,000	Building		25.10
	101-400-921,000	Community Development		14.06
	101-691-921,000	Park		431.45
	226-226-921,000	Solid Waşte		
				3,30
	592-172-921,000	Admin / General Expense		158, <u>22</u>
	510-510-737,000	Golf Course		181.09
	592-444-745,000	Power and Pumping		50.87
	588-588-921,000	Friendship Station		3,16
TEAMSTER LOCAL # 214			Invoice Amount:	\$454.00
Teamster Local #214 - June 2017			Check Date:	06/14/2017
	101-100-232.030	Bartlett, James		54.00
	101-100-232.030	Krueger, Randy		57.00
	101-100-232,030	Melow, Steven		57.00
	101-100-232.030	Overaitis, Joseph		54.00
	101-100-232.030	Scholten, James		54.00
	101-100-232.030	Thomas, James		51.00
	101-100-232.030	Nelson, David		45.00
	101-100-232.030	Pumphrey, Zachary		41.00
	101-100-232.030	Worth, Joshua		41.00
TECHNICAL, PROFESSIONAL AND OF	FICF-		Invoice Amount:	<b>\$511.50</b>
•			Check Date:	06/14/2017
「POAM Union Deductions - June 2017	101-100-232,060	Ponadoc Varna E	CHECK Date:	
	101-100-232.060	Bonadeo, Karen E. Bono, Jennifer A.		31,00 15,50
		-		
	101-100-232,060	Devoto, Claudia P.		15,50 15 50
	101-100-232.060	Glennie, Gall A.		15,50
	101-100-232.060	Gordon, Cheryl		31.00
	101-100-232.060	Haack, David		31.00
	101-100-232.060	Jowsey, Nancy		31.00
	<i>101-100-232.060</i>	Kline, Anne E.		<i>15.50</i>
	101-100-232.060 101-100-232.060	Latawiec, Kelly Lecialr, Diane L.		31.00 31.00

### Page: 4/4

VENDOR INFORMATION		INVOICE INFORMATION		
	101-100-232,060	MacDonald, Kenneth E.	31.00	
	101-100-232.060	MacDonell, Carol A.	15.50	
	101-100-232.060	Martin, Carol R.	31.00	
	101-100-232.060	Palmarchuk, Cherf	31.00	
	101-100-232.060	Pawlowski, Donna E.	31.00	
	101-100-232.060	Pumphrey, Kathryn	31.00	
	101-100-232,060	Truesdell, Mary Ann	15.50	
	101-100-232.060	Visel, Sarah J.	31.00	
	101-100-232,060	Geletzke, Alice	15.50	
	101-100-232.060	Richardson, Michael	15.50	
	101-100-232.060	Brewer, Rachel	15.50	
PLANTE & MORAN, PLLC		Invoice Amount:	\$2,709.69	
Accounting Assistance for Clerk's Office		Check Date:	06/14/2017	
	101-215-818,000	Accounting Assistance for Clerk's Offic	1,354.85	
	101-253-817,000	Accounting Assistance for Clerk's Office	1,354.84	
PLANTE & MORAN, PLLC		Invoice Amount:	\$23,940.00	
Audit-Financial Statements General Fund	I	Check Date:	06/14/2017	
radic i mandar saccineres deneral i and	101-215-818.000	GF Audit	5,625.00	
	101-253-817.000	GF Audit	5,625.00	
	592-172-808.000	Water Sewer Audit	10,130.00	
	226-226-817.000	Solid Waste Audit	560.00	
	510-510-738.000	Golf Fund Audit	560.00	
	101-215-818.000	IGA Fire	720.00	
	592-172-808.000	IGA Fire	720.00	
PLANTE & MORAN, PLLC		Invoice Amount:	\$9,830.00	
Audited Financial Statements		Check Date:	06/14/2017	
radica i maneral ocacemento	101-215-818.000	Audited Financial Statements 2016 G/F	2,375,00	
	101-253-817.000	Audited Financial " 2016 G/F	2,375.00	
	226-226-817.000	Audited F/S 2016 Solid Waste	240,00	
	510-510-738.000	Audited F/S 2016 Golf Fund	240.00	
	592-172-808.000	Audited F/S Water and Sewer	4,280.00	
	101-215-818,000	Discussion/OPEB Correspondence	160.00	
	101-253-817,000	Discussion/OPEB Correspondence	160.00	
PLANTE & MORAN, PLLC		Invoice Amount:	\$7,313.13	
Progress Billing - Accounting Assistance	April 15 -	Check Date:	06/14/2017	
	101-215-818.000	Progress Billing - Accting Assist	3,656.57	
	101-253-817,000	Progress Billing - Accting Assist	3,656.56	
	-	Total Amount to be Disbursed:	\$202,135.61	

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING JUNE 27, 2017

# ITEM F.1 ESTABLISH AN INDUSTRIAL DEVELOPMENT DISTRICT 47909 HALYARD



### CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: June 27, 2017

ITEM: Establish an Indu	strial Development district (	(IDD) for the property located at
<b>47909</b> Halyard		

PRESENTER: Jerry Vorva, Clerk

Kevin Bennett, Attorney

#### **BACKGROUND:**

It is necessary for us to hold a public hearing to establish a new Industrial Development District within the Township that makes the property eligible for a tax abatement.

**ACTION REQUESTED: Approve** 

**RECOMMENDATION:** Establishment of this IDD allows for that particular parcel to be developed and become eligible for a tax abatement which is being requested by Polytec. The Township has the option of creating this district on our own which is what is being proposed at this time. The property is eligible because no construction or installation has begun at this point in time.

MODEL RESOLUTION: I move to adopt Resolution #2017-06-27-23 authorizing the creation of an Industrial Development District for the property located at 47909 Halyard Drive, located in Halyard Technology Park and to authorize the Township Clerk to sign this resolution and all paperwork necessary to facilitate this action.

Moved by:			Se	Seconded by:			
ROLL C	ALL:						
CC	, RD	, GH	, JV	, KH	, MC	. JD	

## STATE OF MICHIGAN COUNTY OF WAYNE CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES

#### **RESOLUTION #2017-06-27-23**

#### RESOLUTION TO ESTABLISH AN INDUSTRIAL DEVELOPMENT DISTRICT

At a regular meeting of the Board of Trustees for the Charter Township of Plymouth (the "Board"), held at Township Hall located at 9955 N Haggerty Road, Plymouth, Michigan on June 27, 2017, the following resolution was offered:

### Resolution Establishing an Industrial Development District for 47909 Halyard Drive

WHEREAS, pursuant to PA 198 of 1974, as amended, the Charter Township of Plymouth Board of Trustees has the authority to establish "Industrial Development Districts" within the Charter Township of Plymouth; and

WHEREAS, THE Charter Township of Plymouth Board of Trustees on its own initiative seeks to establish an Industrial Development District on property located within the boundaries; and

WHEREAS, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Eagle and/or public posting of the hearing on the establishment of the proposed districts; and

WHEREAS, on June 27, 2017, a public hearing was held at which all owners of real property within the proposed Industrial Development District and all residents and taxpayers of the Charter Township of Plymouth were afforded an opportunity to be heard thereon; and

WHEREAS, the Charter Township of Plymouth Board of Trustees deems it to be in the public interest of the Charter Township of Plymouth to establish the Industrial Development District as proposed; and

**NOW THEREFORE, BE IS RESOLVED** by the Charter Township of Plymouth Board of Trustees that the following described parcel of land situated in the Charter Township of Plymouth, County of Wayne, and State of Michigan, to wit:

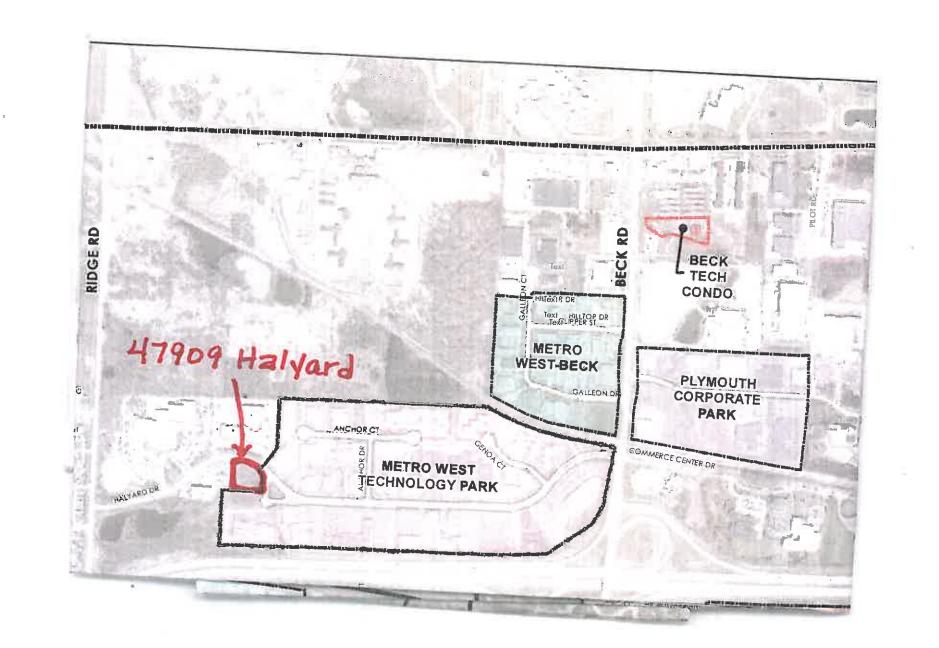
DD1 PT OF THE SW 1/4 OF SEC 20 T1S R8E PLYMOUTH TWP DESCRIBED AS COMMENCING AT THE W 1/4 CORNER OF SEC 20, T1S R8E; TH ALONG THE EAST AND WEST 1/4 LNE OF SEC 20, N 89D 49M 07S E 1295 FT; TH S 0D 21M 50S W 637.1 FT; TH ALONG THE SOUTH LINE OF HALYARD DR, 86 FT WIDE, AND ALONG A CURVE TO THE RT, RADIUS 457 FT, CENTRAL ANGLE 17D 18M 28S, CHORD BEARS N 86D 24M 13S E 137.53 FT, AN ARCH DISTANCE OF 138.05 FT TO THE POB; TH CONTINUING ALONG THE S LINE OF HALYARD DR AND ALONG A CURVE TO THE RT, RAD 457 FT, CENTRAL ANGLE 31D 30M 04S, CHORD BEARS S 69D 11M 31S E 248.11 FT, AN ARC DISTANCE OF 251.26 FT, TH ALONG THE BOUNDARY OF "METRO WEST TECHNOLOGY PARK" AS RECORDED IN LIBER 102 OF PLATS, PAGES 8 THRU 13, THE FOLLOWING THREE (3) COURSES:

ONE (1) ALONG A CURVE TO THE RT, RAD. 457 FT, CENTRAL ANGLE 05D 51M 54S, CHORD BEARS S 50D 30M 33S E 46.76 FT, AND ARC DISTANCE OF 46.78 FT, TWO (2) S 0D 40M 0S E 188.74 FT, AND THREE (3) S 89D 20M 0S W 272.19 FT; TH N 0D 21M 50S E 309.77 FT TO THE POB, CONTAINS 1.654 ACRES

Is established as an Industrial Development District pursuant to the provisions of

SPLIT ON 02/13/2012 FROM R-78-007-01-0001-307, R-78-007-99-0002-701

PA 198 of 1974, as amended, to b	e known as Halyard Technology Park.
Moved By:	Seconded By:
Ayes: Nays:	
Adopted: Regular Meeting of the	Board of Trustees on June 27, 2017 at 7:00 PM
Jerry Vorva, Clerk, Charter Townsl	hip of Plymouth



## CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING JUNE 27, 2017

## ITEM F.2 RECREATIONAL VEHICLE PARKING ORDINANCE FIRST READING



### CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: June 27, 2017

MEDITIO DATE. Suite 27, 2017
ITEM: First Reading of Amendment 21, RV Parking Ordinance.
g of the state of
BACKGROUND:
After receiving considerable complaints, it has become apparent that the Township needs to
address the issue of RV and other parking of vehicles and structures not intended to be parked on
public streets, highways, alleys or other public right-of-ways for any length of time.
ACTION REQUESTED: Approve first reading.
DECOMMENDATION.
<b>RECOMMENDATION:</b> Approve the first reading of Amendment 20, RV Parking Ordinance to the Charter Township of Plymouth Code of Ordinances #1016.
to the Charter Township of Frymouth Code of Ordinances #1016.
PROPOSED RESOLUTION: I move to approve the first reading of the proposed RV
Parking Ordinance, Amendment #21, to the Charter Township of Plymouth Code of
Ordinances #1016.
ATTACHMENTS: Proposed RV Parking Ordinance.
ATTACHMENTS. Proposed RV Faiking Ordinance.
Moved by: Seconded by:
ROLL CALL:
CC, RD, GH, JV, KH, MC, JD
, ox, vi, Nii, IVIC, JD

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

#### RECREATIONAL VEHICLE PARKING ORDINANCE

#### ORDINANCE NO. 1016 AMENDMENT #21

AN ORDINANCE TO AMEND CHAPTER VIII, TO CREATE OF ARTICLE 2; TO PROHIBIT THE PARKING OF RECREATIONAL VEHICLES ON PUBLIC STREETS, HIGHWAYS, ALLEYS, OR OTHER PUBLIC RIGHTS-OF-WAY; TO PROVIDE FOR DEFINITIONS OF RECREATIONAL VEHICLES; TO PROVIDE FOR PENALTY; TO PROVIDE FOR REPEAL; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR SAVINGS CLAUSE; TO PROVIDE FOR PUBLICATION; AND TO PROVIDE FOR EFFECTIVE DATE.

#### THE CHARTER TOWNSHIP OF PLYMOUTH ORDAINS:

Ordinance No. 1016, Amendment #21, is hereby adopted to read as follows:

#### **SECTION I. AMENDMENT TO CHAPTER VIII**

#### ARTICLE 2. RECREATIONAL VEHICLE PARKING

VIII-2.00 Recreational vehicle parking prohibited.

- (a) No person shall park any recreational vehicle on any public street, highway, alley or other public right-of-way within the Township for any purpose or length of time.
- (b) For purposes of this section, "recreational vehicle" shall include any of the following:
  - (1) Boats and boat trailers, which shall include floats and rafts, plus the normal equipment used to transport the same on the highway;
  - (2) Folding tent trailer, which is defined as a folding structure mounted on wheels and designed for travel and vacation use;
  - (3) Motorhome, which is defined as a portable dwelling designed and constructed as an integral part of a self-propelled vehicle;

- (4) Pick-up camper, which is defined as a structure primarily to be mounted on a pick-up or truck chassis and with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreational and vacation uses;
- (5) Travel trailer, which is a vehicular, portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational and vacation uses, and either licensed as a trailer or permanently identified travel trailer by the manufacturer, or a movable or portable dwelling, constructed to be towed on its own chassis and connected to utilities and designed without a permanent foundation for year-round living;
- (6) Utility trailer, which is a vehicle licensed as a trailer used to transport motorcycles, snowmobiles, go-carts or stock cars or equipment; or
- (7) Any other vehicle which is not licensed for road use which is primarily intended for off-road recreational, outdoor, and/or pleasure activities.

#### VIII-2.01 Penalty.

Unless otherwise provided, any person, corporation, partnership or any other legal entity who violates the provisions of this Ordinance shall be guilty of a misdemeanor and may be fined not more than \$500.00 Dollars or imprisoned for not more than 90 days, or both, at the discretion of the Court.

#### SECTION II. PENALTY.

Unless otherwise provided, any person, corporation, partnership or any other legal entity who violates the provisions of this ordinance shall be guilty of a misdemeanor and may be fined not more than \$500 or imprisoned for not more than 90 days, or both, at the discretion of the court.

#### SECTION III. REPEAL.

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

#### SECTION IV. SEVERABILITY.

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

#### SECTION V. SAVINGS CLAUSE.

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

#### SECTION VI. PUBLICATION.

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

#### SECTION VII. EFFECTIVE DATE.

This Ordinance shall take full force and effect upon publication.

#### CERTIFICATION

the Charter Township of Plymouth at its	lly adopted by the Township Board Trustees of s regular meeting called and held on the and was ordered to be given publication in the
manner required by law.	
	Jerry Vorva, Clerk
Introduced: June 27, 2017 Published:	
Adopted:	•
Effective upon Publication:	

## CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING JUNE 27, 2017

## ITEM F.3 THE RESERVE CLUSTER HOUSING OPTION FINAL DEVELOPMENT PLAN

#### Suggested Alternate Motion:

I move to approve Application 2214-0716 and authorize the Supervisor and Clerk to execute the necessary Final Development Plan Cluster Housing Option agreements necessary to complete the project's planning review steps for Parcel R-78-036-99-0024-000 CONTINGENT UPON THE FILING AND APPROPRIATE COMPLIANCE WITH ALL RECOMMENDED REVISIONS TO THE RESERVE CLUSTER HOUSING AGREEMENT AND MASTER DEED AS SUGGESTED BY THE TOWNSHIP ATTORNEY.



### CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD CONSIDERATION

MEETING DATE: June 27, 2017

ITEM: Application 2214-0716 - The Reserve: Cluster Housing Option (CHO) Final Development Plan

PRESENTER: Laura Haw, Interim Community Development Director / Planner

OTHER INDIVIDUALS IN ATTENDANCE: Applicant, Walter Menard

**BACKGROUND:** Application 2214-0716 pertains to Parcel R-78-036-99-0024-000. The entire development property consists of approximately 4.466 net acres and is located north of Ann Arbor Trail, west of Sheldon Road and is zoned R-1-H, Single Family Residential. The applicant has requested final development plan approval to develop seven (7) detached, single-family residences under the Cluster Housing Option.

The residential development was considered for a Cluster Housing Option (CHO) site, which was approved by the Board of Trustees on April 12, 2016. The CHO was found to be an ideal development approach for this site as it would permit the development of the smaller site, allow for the creation of an onsite amenity and is a compatible density of 1.6 dwelling units per acre, which is less than the permitted maximum density of 1.7 dwelling units per acre, under the R-1-H district.

On February 15, 2017, the Planning Commission granted final site plan approval and recommended approval of the above development plan request to the Board of Trustees, contingent on the items identified in the Staff Reports to be addressed administratively; please find the attached Planning Commission minutes, highlighted in yellow, for a full summary.

The Township Attorney has reviewed the draft legal documents, and at the Board of Trustees Study Session held on June 20, 2017, he stated that the documents were ready to be executed.

CONSIDERATION REQUESTED: To consider and discuss the above final development plan approval request.

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

**RECOMMENDATION**: To approve the above final development plan approval request.

MODEL RESOLUTION: I move to approve Application 2214-0716 and authorize the Supervisor and Clerk to execute the necessary Final Development Plan Cluster Housing Option agreements necessary to complete the project's planning review steps for Parcel R-78-036-99-0024-000.

**ATTACHMENTS:** 

Staff Reports to Planning Commission
Minutes of the February 15, 2017 Planning Commission Meeting



#### **CHARTER TOWNSHIP OF PLYMOUTH**

9955 HAGGERTY RD • PLYMOUTH, MICHIGAN 48170-4673 www.plymouthtwp\_org

February 9, 2017

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

RE: Project: 2211-0716 | The Reserve

Address / Location:

North of Ann Arbor Trail, West of Sheldon Road

Applicant / Developer: Menard Premiere Builders, LLC.

Review Type:

Cluster Housing - Final Site Plan Review

Review Number:

Written Review #2

Dear Commission Members,

The above application is for final site plan approval. In August of 2016, tentative site plan approval for The Reserve was granted, contingent on the following items (see below) being addresses. A review of the outstanding items, along with several additional matters, are presented below for your consideration:

#### REVIEW COMMENTS

#### 1. VEHICULAR CIRCULATION & ACCESS

The proposed vehicular circulation system features one (1) access point off Ann Arbor Trail, a major thoroughfare, which is under the jurisdiction of Wayne County. A letter from Wayne County indicating their approval for the location and geometrics of the proposed curb cut is required prior to Final Site Plan Approval.

#### 2. PEDESTRIAN CIRCULATION & ACCESS

A concrete sidewalk is proposed along the Ann Arbor Trail frontage and an internal sidewalk is proposed on the west side of the internal street (in front of the proposed dwelling units).

#### 3. LANDSCAPING

a. Tree Removal - Approximately 40 trees will be removed as part of this project, as detailed on Sheet C-7. The Ordinance requires replacement trees at a rate of one (1) inch caliper for each four (4) inches D.B.H. It is strongly recommended that the Planning Commission modify the replacement tree requirement, provided the landscaping requirements below are met.

#### b. Residential Screening -

- i West Buffer: The landscape plan illustrates a staggered row of evergreen trees along the west property line. <u>To achieve the evergreen screen called for in Section</u> <u>26.11(3)</u>, proposed spruces must be planted 10-15 feet on center in two (2) <u>staggered rows</u>, <u>10 feet apart</u>. This screening, along with the separation dimensions, must be illustrated along the west buffer.
- ii East Buffer: <u>Similarly, the above evergreen treatment must be provided along the east property line, in the area abutting the Beacon Hollow Condominiums.</u>
- c. ROW Landscape Buffer Section 26.12 requires a landscape buffer, min. 20 feet, along Ann Arbor Trail right-of-way. While the buffer space has been provided, a pergola occupies half of this space and thus, is not entirely landscaped. It is strongly recommended that the pergola is relocated on the site (see below) and the required 20-foot landscape buffer is provided along this stretch of the site.
- d. Fence Panel with Climbing Vegetation 24 Iron or aluminum fence panels with climbing vegetation are proposed along the internal road (evenly spaced). We appreciate the innovation and unique landscaping this development brings. With previous experience working with similar vegetative walls, they tend to have a stronger design impact when clustered together, for instance, in staggered groups of three (3). There is a great opportunity here for the vegetated walls to be clustered together at key points in the development, providing a scenic backdrop for the detention ponds and along the east section and dead-end portion of the internal road. Clustering and relocating the vegetative walls also provides space for the relocation of the pergola (see below).
- e. Detention Basin Landscaping Section 26.16 requires detention basin landscaping. Additional information on the landscaping, especially for the dry basin, must be provided. It is recommended that a mix of native wildflowers and grasses be incorporated into the site. The pond should also feature an aerator which would provide several benefits for the development: negate stagnate water and reduce the likelihood of mosquito concentrations; act as a buffer / transition space between Ann Arbor Trail and the residential units; provide a natural focal point; and enhance the aesthetics of the site.
- f. Pergola Accessory Structure A 680 square foot, decorative pergola is proposed within the 20-foot landscape buffer zone along Ann Arbor Trail. As a site amenity, it is highly unlikely that residents would utilize the pergola as it is adjacent to a major roadway in the Township. It is strongly recommend the pergola be relocated to the north side of the detention pond so that it may be used by residents for gathering spaces and provide shade during a walk. Several developments within the Township feature similar, covered gathering space within the development and they are highly utilized and appreciated by residents as an amenity. The potential to create that same amenity is an opportunity for this site.

Additionally, the Commission should have a broader policy discussion on the location of the pergola and its relation to Ann Arbor Trail. Placing an accessory structure so close to the road establishes a practice that the Township should then be ready to permit in other residential developments. Relocating the pergola to the north side of the detention pond would alleviate

this situation and the structure would still be highly visible from Ann Arbor Trail, framing the development.

Additionally, details on the pergola's materials must be provided on the site plan.

- g. Residential Gate A residential gate is proposed at the only entrance to the site along Ann Arbor Trail. The Planning Commission should have a broader policy discussion regarding subdivision gates in the Township. At a minimum, the residential gate must be approved by Wayne County for stacking space room. Documentation to this effect must be provided on a revised site plan, prior to the issuance of any permits.
- h. Maintenance A note must be added to the site plan which states: "Landscaping shall be kept in a neat, orderly and healthy growing condition, free from debris and refuse". The site plan must also specify the proposed procedure for snow removal and storage.
- i. Tree Species In general, the selection of proposed ornamental trees, evergreens and flowering plant materials is very pleasing. For aesthetic proposes, it is recommended the proposed four (4) crimson sentry maples are replaced with additional service berry trees (adding greater design consistency).
- **4. ENTRY SIGN.** A site entry feature with signage is proposed along Ann Arbor Trail (specifications provided on Sheet #2 of the Landscape Plan):
  - a. Location Dimensions must be provided on the landscape plan to ensure the entry feature meets setback requirements, including: 10 feet from the ROW; 10 feet from the curb line of the internal driveway; and five (5) feet from the proposed sidewalk.
  - b. Dimensional Specs It also appears the site entry feature may be too large for the site: the dimensional standards for ground signs in the R-1-H District applies to the subject entry feature. The maximum sign area is 50 square feet, and the maximum height is four (4) feet (with an additional 30 inches of permitted monument base). The vertical separation between the lowest pointe of the sign face and the highest point of the sign base shall be no greater than 12 inches. Calculations should be provided to ensure the signage meets these requirements. The width of the proposed entry feature is also extremely wide at over three (3) and a half feet.
  - c. Materials A note with the entry feature states it will be constructed of brick or veneer on CMU block foundation. The proposed material should match the proposed entry gate / columns and must be addressed to the satisfaction of the Commission.

#### 5. CURBSIDE PICK-UP

A note must be added to the site plan that curbside trash pickup will be provided, as proposed in the condominium documents.

#### 6. MAILBOX FACILITIES.

The location of mailboxes facilities and their appearance (if proposed) must be detailed on the site plan.

#### 7. CLUSTER HOUSING DOCUMENTS

A finalized Cluster Housing Contract, Master Deed and Bylaws, (including Exhibit B) must be submitted for review and are subject to the Township's Attorney approval.

#### 8. ADDITIONAL APPROVALS

<u>Final approval from the Township Engineer, Fire Department, and Township Board of Trustees is necessary, prior to the issuance of any building permits.</u>

#### **RECOMMENDATIONS**

#### Final Site Plan

Based on the findings above, it is recommended that the Planning Commission grant final site plan approval for The Reserve, contingent on the above underlined items addressed on a revised site plan submitted for administrative review.

If you have any questions, please do not hesitate to contact me. Thank you.

Respectfully submitted,

Laura E. Haw, Senior Planner, McKenna Associates

January 26, 2017

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

Re:

The Reserve – Site Plan Review N of Ann Arbor Trail, W of Sheldon Road SDA Review No. PL15-129

#### Dear Commission Members:

We have reviewed the above-referenced plan set dated January 26, 2017 and received by Spalding DeDecker on July January 23, 2017. The following are our comments regarding the site plans:

#### Site Location

The site is located north of Ann Arbor Trail, west of Sheldon Road. Ann Arbor Trail is under the jurisdiction of Wayne County.

#### Final Site Plan Review

Our final site plan review comments are as follows:

#### A. SITE GRADING

- A detail of the intersection of Vintage Lane and Ann Arbor Trail has been provided on the plans. The Intersection must be further detailed with utility, pavement, material, and grading information.
- The top of curb elevations from previous plan sets appear to have been lost. The top of curb 2. elevations along the roadway that were on the previous reviews must be shown on the plans.

#### В. **WATER MAIN**

The detail of the bore beneath Ann Arbor Trail must be called out on the plans, including casing, size, length, etc.

#### F. 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.
- Copy of Wayne County Department of Public Services Approval and/or Permit.
- 3. Right-of-Way Dedication received and recorded with WCDPS.
- 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 would not have any concerns with the planning commission granting final site plan approval with the conditions of the noted revisions being made on the engineering plans, and securing all necessary permits. The above comments are not to be construed as approvals and are not necessarily conclusive.

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)
Carol Martin, 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: 2/9/2017

RE: APPLICANT:

Menard Premier Builders, LLC

Project;

The Reserve

Location:

North of Ann Arbor Trail, West of Sheldon Road, South of North

Territorial Road and East of Beck Road

Tax I.D. No:

R-78-036-99-0024-000

#### DEAR COMMUNITY DEVELOPMENT

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

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

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

Note: Fire Hydrant #2 will be moved North to within 400' of hydrant #3

Fire Inspector/ Investigate

734-354-3219

William Coprov

Meeting called to order 7:00 p.m. by Chairman Cebulski.

MEMBERS PRESENT: Kendra Barberena Dennis Cebulski

Robert Doroshewitz Bill Pratt

Ray Sturdy

MEMBERS EXCUSED: Jim Harb Keith Postell

OTHERS PRESENT: Laura Haw, McKenna Associates

Taylor Reynolds, Spalding DeDecker Associates

Alice Geletzke, Recording Secretary

#### <u>ITEM NO. 1 – APPROVAL OF AGENDA</u>

1. Regular Meeting – February 15, 2017

Chairman Cebulski noted that P.C. 2223-1116, Modern Method Construction, should be listed as No. 2 under Item No. 3, Public Hearings.

Moved by Commissioner Pratt and supported by Commissioner Sturdy to approve the agenda for the regular meeting of February 15, 2017 as amended. Ayes all.

#### ITEM NO. 2 – APPROVAL OF MINUTES

1. Regular Meeting - January 18, 2017

Moved by Commissioner Pratt and supported by Commissioner Sturdy to approve the minutes of the regular meeting of January 18, 2017 as presented. Aves all,

#### **ITEM NO. 3 – PUBLIC HEARINGS**

1. P.C. No: 2229-0117

Applicant/Developer: Beck 15075, LLC Contact Name: Nazir Jawich

Project Name: Beck Hotel Development

Location: South of 5 Mile Road, West of Beck Road, North of

Clipper Street and East of Ridge Road

Section No.: 20

Tax I.D. No.: R-78-0005-99-0009-709; R-78-0005-99-0009-710

Zoning: IND, Industrial

Action Requested: Planned Unit Development (PUD) Option Review

Laura Haw of McKenna Associates reviewed her report dated February 9, 2017 which recommended approval of the PUD option to the Board of Trustees, subject to conditions to be met during site plan review. Taylor Reynolds reviewed the report of David Richmond, of Spalding DeDecker which also recommended approval of the proposed PUD option. The Fire Department report was also received.

Leo Gonzales of CRS Commercial Real Estate Services addressed the Board and answered questions regarding proposed redevelopment of the existing Ruby Tuesday's restaurant and the construction of two buildings, an extended-stay business hotel and drive-thru restaurant.

Chairman Cebulski opened the public hearing at 7:22 p.m. There being no public comment, the hearing was closed at 7:23 p.m.

During Commission deliberations, Commissioner Sturdy distributed a written set of comments on the February 9, 2017 Planning Report citing relevant facts with proposed findings and conclusions recommending denial of the PUD Option. His Commentary pointed out that construction of a proposed extended stay hotel on this industrial zoned property was not in conformity with the Township Master Plan and had been reviewed and denied by the Commission on three prior occasions. It stated that the proposal was not in conformity with either the spirit or the intent of the PUD Option. The Commentary presented information demonstrating that there were no trees or other natural assets located on the property worthy of preservation and that the proposed use, height, bulk and character of the proposed development would not be in harmony with buildings and uses already present on adjacent properties. The Commentary indicated that the single ingress and egress proposed for the development from one of the Township's busiest roadways was severely limited and would create a hazardous traffic situation both for hotel and restaurant patrons entering or leaving the property and Beck Road traffic in general. The Commentary also noted that the industrial use immediately adjacent to the west property line of the hotel site consisted of processes involved with the utilization and compression of natural gas and liquefied petroleum fuels for automotive products. It stated that permitting development of a high density residential use right next to an industrial operation involving volatile and hazardous substances would not be prudent and that the Commission had a responsibility to avoid the creation of situations that had the potential to seriously endanger public health and safety.

The Commentary also pointed out that while hotels and motels were not identified as either principal or specially permitted uses in the Industrial District provisions of the Zoning Ordinance, Section 23.10 in the PUD Section of the Ordinance provided that hotels and motels may be permitted in an Industrial District if, and only if, both the Planning Commission and the Township Board expressly determine that the proposed uses meet the criteria established in the Purpose and Statement of Principles Section of the PUD provisions of the Ordinance.

After further discussion by the Commission and with Mr. Gonzales and Mr. Jawich, it was moved by Commissioner Sturdy and seconded by Commissioner Barberena that the Planning Commission make an express determination that the proposed project and uses do not meet the criteria established in the purpose and statement of principles sections of Article 23 of the Township Zoning Ordinance for development under the Planned Unit Development Option, and further recommend denial of the proposed Planning Unit Development (PUD) Option to the Board of Trustees as requested in Application 2229-0117, Beck Business Hotel Development.

AYES: Sturdy, Barberena, Cebulski

NAYS: Doroshewitz, Pratt

Motion carried.

2. P.C. No: 2223-1116

Applicant/Developer: Modern Method Construction

Contact Name: Kevin O'Keefe

Project Name: Joy & Canton Center Road

Location: North of Joy Road, West of Sheldon Road, South of

Ann Arbor Road and East of Canton Center Road

Section No.: 34

Tax I.D. No.: R-78-058-99-0004-000 Zoning: OS, Office Service District

Action Requested: Approval of Rezoning from OS, Office Services to R-

1-S, Single Family Residential

Ms. Haw reviewed her report dated February 9 which recommended approval of the rezoning to the Board of Trustees.

Applicant Kevin O'Keefe addressed the Commission and answered questions.

Chairman Cebulski opened the public hearing at 8:22 p.m. There being no public comment, the hearing was closed at 8:23 p.m.

Moved by Commissioner Pratt and supported by Commissioner Sturdy to recommend to the Board of Trustees the rezoning from OS, Office Services, to R-1-S, Single Family Residential, as requested by Modern Method Construction in Application 2223-1116 for the property located north of Joy Road, west of Sheldon Road, south of Ann Arbor Road and east of Canton Center Road. Ayes all.

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

N/A

#### **ITEM NO. - OLD BUSINESS**

1. P.C. No: 2230-0117

Applicant/Developer: Gonzalez Enterprises

Contact Name: Leo Gonzalez

Project Name: La Casa/Tuscany Reserve

Location: South of Ann Arbor Trail, East of McClumpha and

West of Sheldon Road

Section No.: 28

Tax I.D. No.: R-78-036-99-0008-000; R-78-036-99-0011-000; R-78-

036-99-0012-000

Zoning: R-1-S, Single Family Residential

Action Requested: Site Plan Approval - CHO

Ms. Haw reviewed her report dated February 9, 2017 which recommended tentative site plan approval. Taylor Reynolds reviewed the report of Dave Richmond of Spalding DeDecker which also recommended tentative site plan approval. The Fire Department report was received.

Leo Gonzales addressed the Commission, presented home designs, and answered questions.

Moved by Commissioner Pratt and supported by Commissioner Barberena to grant tentative site plan approval as requested in Application 2230-0117, by Gonzalez Enterprises for LaCasa/Tuscany Reserve, subject to conditions in the planning and engineering reports. Ayes all.

#### 3. P.C. No: 2214-0716

Applicant/Developer: Menard Premiere Builders, LLC Contact Name: Uldi Vitin, Vitins Engineering

Project Name: The Reserve

Location: North of Ann Arbor Trail, West of Sheldon Road,

South of North Territorial Road and East of Beck

Road

Section No.: 28

Tax I.D. No.: R-78-036-99-0024-000

Zoning: R-1-H, Single Family Residential

Action Requested: Final Site Plan Approval

Ms. Haw and Ms. Reynolds reviewed their respective reports, which recommended final site plan approval, and the Fire Department report was received.

Mr. Vitin and Mr. Menard addressed the Commission, presented the site plan layout, and answered questions.

Moved by Commissioner Pratt and supported by Commissioner Doroshewitz to grant final site plan approval as requested in Application 2214-0716, Menard Premier Builders for The Reserve, subject to the planning and engineering reports and subject to clarification as to whether sidewalks must be provided or whether payment in lieu thereof might be possible, depending on research of the minutes of the Board of Trustees meeting by the planner. Ayes all.

#### ITEM NO. 6 - NEW BUSINESS

Master Plan Amendment

Ms. Haw discussed with Commissioners the possible amendment of the Master Plan, to be discussed further at a Work Session on March 8.

#### ITEM NO. 7 - OTHER PLANNING COMMISSION BUSINESS

1. 2017 Work Plan

The Commission agreed to add this item to the upcoming Work Session agenda.

The Commission also discussed with Ms. Haw a possible upcoming request for a recreational use such as paintball on the Burroughs site.

#### ITEM NO. 8 - COMMUNICATIONS AND/OR INFORMATION

#### ITEM NO. 9 - BOARD OF TRUSTEES ACTION

#### **MOTION TO ADJOURN**

Moved by Commissioner Doroshewitz and supported by Commissioner Pratt to adjourn the meeting at 10:20 p.m. Ayes all.

Respectfully submitted,

Kendra Barberena, Secretary Charter Township of Plymouth

Kendra Barberena

Planning Commission

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 the meeting, to individuals with disabilities at the meeting/hearing upon two weeks notice to the Charter Township of Plymouth. Individuals with disabilities requiring auxiliary aids or services should contact the Charter Township of Plymouth by writing or calling the Supervisor's Office, Charter Township of Plymouth, 9955 N. Haggerty Road, Plymouth, MI 48170, (734) 354-3201, TDD users: 1-800-649-3777 (Michigan Relay Service).

## CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING JUNE 27, 2017

# ITEM F.3 THE RESERVE CLUSTER HOUSING OPTION FINAL DEVELOPMENT PLAN AGREEMENT

#### Memo

#### Confidential Attorney/Client Privileged Information

To: Kurt Heise, Supervisor; Arthur Mullen and Laura Haw, Community Planner

From: Kevin L. Bennett

Date: June 22, 2017

Re: The Reserve Cluster Housing Agreement

#### **Executive Summary**

I have reviewed the revised Cluster Housing Agreement and Master Deed. In my analysis of the original documents, I pointed out several deficiencies therein. It appears that the revised documents sufficiently address the deficiencies in the original documents; the detailed revisions are set forth below.

However, one party to the contract is "The Reserve Homeowners Association, a Michigan nonprofit corporation." According to the Michigan Department of Licensing and Regulatory Affairs, "The Reserve Homeowners Association" does not yet exist. <u>Before the Supervisor and Clerk sign the Agreement, Mr. Menard should file the appropriate documents with LARA to create "The Reserve Homeowners Association."</u>

#### **Revised Cluster Housing Agreement**

With respect to the original documents, I recommended the following modifications, which were remedied as set forth after each recommendation:

- The ownership of the mineral rights of the property should be included in paragraph 2.
  - The revised deed corrected this in paragraph 2.
- The Agreement should contain the stipulations pertaining to commencement and completion of the phases of the development, to construction, installation, repairs and maintenance of improvements, to obligations for payment of any costs, expenses or fees planned or reasonably foreseen, and to the manner of assuring payment of obligations.
  - The revised Agreement contains new paragraph 10, which corrects the deficiency.

- A paragraph should be added to provide that notwithstanding any other provision, the Owner and Developer, and the Association, shall comply with all requirements of the Plymouth Township Zoning Ordinance.
  - The revised Agreement contains the new paragraph 11 to correct this deficiency.
- Paragraph 11 should indicate that the Owner and Developer, rather than the Township, shall
  record the Agreement with the Wayne County Register of Deeds, and shall provide the
  Township with a true and genuine copy of the Agreement with the liber and page number of
  the recording stated thereon.
  - The new paragraph 13 corrects this deficiency.
- The reference to Article XVIII of the Zoning Ordinance should be changed to Article XXII of the Zoning Ordinance.
  - The recitals in the new Agreement correct this deficiency.

#### Revised Master Deed

- The Board specifically conditioned approval of the Single Family Cluster Housing option conditioned upon the inclusion of the landscape buffer. The original Master Deed did not include the requirement of the landscape buffer.
  - The revised Master Deed contains a provision regarding an easement for the required landscape buffer. Article VIII, paragraph 9 was revised to include such easement.
- The sight plan, "Exhibit B" should specifically reference the Board's condition of 50 foot setbacks. I have not reviewed Exhibit B; the Planner should confirm this.
- The original Master Deed did not contain an assurance for the construction and maintenance of all streets and necessary utilities, including public water, wastewater collection, and treatment, through bonds or other satisfactory means, for any and all phases of the condominium project.
  - The revised Master Deed contains the new Article IV (2), which corrects this deficiency.

#### Conclusion

Once "The Reserve Homeowners Association" is officially recognized by the State of Michigan Department of LARA, and once the Planner confirms the existence of the 50 foot setbacks in the site plan, the Supervisor and Clerk can sign the Agreement.

#### THE RESERVE

#### CLUSTER HOUSING AGREEMENT

#### WITNESSETH:

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

WHEREAS, the Owner and Developer desires to develop a project of not more than SEVEN (7) dwelling units upon premises described in Section 1 below (the "Project"), said Project to be developed as a residential building site condominium project to be known as The Reserve (sometimes hereinafter referred to as the "Condominium"), under the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Condominium Act"), and desires to obtain the benefit of the provision of the cluster housing sections of Ordinance No. 99, which provisions require approval and execution of a contract providing assurances to the Township as to the installation of certain improvements and including, without limitation, the maintenance of public utilities, roadways and open spaces.

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

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

PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE EAST QUARTER CORNER OF SECTION 28, TOWN 1 SOUTH, RANGE 8 EAST; THENCE ALONG THE EAST LINE OF SECTION 28. SOUTH 01°55'00" EAST 961.32 FEET; THENCE ALONG THE CENTERLINE OF ANN ARBOR TRAIL, SOUTH 64°34'05" WEST 224.23 FEET; THENCE ALONG THE EAST LINE OF "BEACON ESTATES SUBDIVISION No. 3" AS RECORDED IN LIBER 95 OF PLATS, PAGES 20 AND 21, WAYNE COUNTY RECORDS, AND ITS EXTENSION SOUTHERLY, NORTH 01°54'25" WEST 1062.75 FEET, THENCE ALONG THE EAST-WEST QUARTER LINE OF SECTION 28, AS MONUMENTED, AND ALONG THE SOUTH LINE OF "BEACON ESTATES SUBDIVISION" AS RECORDED IN LIBER 88 OF PLATS, PAGES 90 AND 91, WAYNE COUNTY RECORDS, AND ITS EXTENSION EASTERLY, SOUTH 88°35'02" EAST 205.78 FEET TO THE POINT OF BEGINNING. CONTAINS 4.775 ACRES. SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF USED, TAKEN OR DEEDED FOR STREET ROAD OR HIGHWAY PURPOSES, FURTHER SUBJECT TO ALL OTHER EASEMENTS AND RESTRICTIONS OF RECORD AND GOVERNMENTAL LIMITATIONS.

and commonly known as VACANT ANN ARBOR TRAIL

Subject to visible easements and easements and restrictions for record.

- 2. Ownership of Land. The Real Property described in Section 1 (including all mineral rights appurtenant thereto) is owned in fee simple by the Owner and Developer. Owner and Developer warrants that this Agreement and the provisions hereof are covenants running with the land and binding on all future owners and developers and possessors of the Real Property. Owner and Developer warrants that this Agreement is not now and will not in the future be subordinated by Owner and Developer to the rights, obligations or interest of any person or entity.
- 3. <u>Future Ownership of Land</u>. The Real Property which is established as The Reserve by recording a Master Deed by the Owner and Developer will be owned by individual owners of condominium units as Co-owners pursuant to the Condominium Act and all responsibilities for the maintenance, upkeep, repair and replacement of all general common elements and storm drainage and landscape buffer easements shall be discharged by the Association which has been or will be formed by the Owner and Developer for the purpose of operating and managing the Project.
- 4. Open Land and Public Improvements. The general common elements of the Project shall include those items identified in the Master Deed of the Condominium Project such as roads, streets and ways, open space land and underground utility mains for storm and sanitary sewers, water supply, natural gas and other fuels, electricity and cable communications, including telephone and television (such specific general common elements being hereinafter referred to as "Public Improvements"). Further, the Public Improvements shall include all details noted as Public Improvements on the final Site Plan, a copy of which is attached as Exhibit "A" to this Agreement and incorporated by reference, including the grading, landscaping and storm water

drainage system. Nothing contained in this Agreement shall constitute or have the effect of making any Public Improvement on the general common elements "public property" or the property of the Township. Any of the Public Improvements may be accepted for either ownership or jurisdiction by the Township, in its sole discretion, by mutual agreement of Owner and Developer or the Association, by instruments separate from this Agreement. The Owner and Developer shall be responsible for completing, or posting security with the Building Department for the Township to insure completion of all required landscaping, roadways and other site improvements as shown on Exhibit "A", prior to obtaining building permits for the residences to be constructed. The security shall be in the form of a bond, irrevocable letter of credit, or other security deemed sufficient by the Chief Building Official, and shall be in an amount sufficient to insure completion of all required improvements, as determined by the Chief Building Official.

5. Creation of The Reserve Homeowners Association. Owner and Developer shall establish a condominium association for the purpose of operating and maintaining the common elements of the Project. It is intended that the Co-owners of each of the condominium units in The Reserve shall become the owners of the general common elements of the Project in accordance with the Condominium Act.

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

- (a) If the Township shall determine any maintenance, repair or replacement of Public Improvements is needed, the Township shall give written notice of its intent to construct, maintain, repair or replace such Public Improvements (hereinafter called the "Notice to Correct") for or on behalf of and at the expense of the Owner and Developer, the Association, and the Co-owners, whichever may be applicable. The written Notice To Correct shall contain the estimated cost thereof and the Township shall allow the Owner and Developer or Association SIXTY (60) days from the written Notice to Correct either to correct all items or to show cause why any items to be corrected as indicated within the written Notice to Correct do not need correction.
- (b) Upon receipt of the Association of the Township's Notice to Correct with respect to such Public Improvements, the directors of the Association shall forthwith, and in any event within ninety (90) days, either correct the items to be corrected as indicated within the written Notice to Correct and/or assess the Co-owners in accordance with the Condominium Act and the Master Deed, in order to defray the actual costs or estimated costs of maintaining, repairing or replacing the Public Improvements as set forth in the Notice to Correct by the Township. It is the intent of this provision to impose upon the Association and each Co-owner of any Condominium Unit (including the Owner and Developer to the extent it owns any Units) established upon the real Property described in Section 1 hereof, an affirmative obligation:
  - (i) to maintain, repair and replace, if necessary, the Public Improvements; and

- (ii) to cause the cost of maintenance, upkeep, repair and replacement to be assessed to and imposed as a lien and a personal obligation upon each Co-owner of any Condominium Unit within the Project.
- (c) If it deems it to be necessary in the interest of public health, safety or welfare, the Township has the right, but not the duty, to immediately initiate and complete any maintenance, repair or replacement, and the entire cost thereof, together with the Township's standard charges therefor and including any reasonable and appropriate charges for related overhead, supervision and inspection, shall be assessed, collected and paid to the Township no later than one hundred eighty (180) days following submission by the Township of its bill; nonpayment of the amount billed after ninety (90) days shall bear interest on the principal sum at the rate of Ten percent (10%) per annum, but such rate shall not exceed the generally accepted and utilized prime rate for commercial loans by commercial banks operating in the Township.
- (d) Nothing contained herein shall be construed to create an obligation on the part of the Owner and Developer to maintain, repair or replace the Public Improvements after control of the Public Improvements has passed to the Co-Owners of the condominium pursuant to the Master Deed and Bylaws of The Reserve; except as the Owner and Developer may be required to share with other unit owners any such obligation as the owner of a unit in the Condominium.
- 7. Costs. All costs of maintenance, repair and replacement of any Public Improvements, the cost of recording this Agreement and Exhibits made a part of this Agreement and any legal liability arising from this Agreement or actions taken pursuant to this Agreement, shall be the primary obligation of the Owner and Developer until control of the Project has passed to the Co-owners of the Condominium or the Association, provided, however, that the Owner and Developer shall be entitled to reimbursement from the Association or other condominium unit owners as the case may be, for any amounts paid hereunder to or on account of the Township for expenses and costs otherwise required to be shared by all unit owners; provided, further, that nothing herein contained shall relieve the Owner and Developer of the obligations to pay the initial installation costs of any Public Improvements which it is otherwise required to bear.
- 8. <u>License to Enter Land</u>. The Township is granted an irrevocable license to enter upon, through and across the Real Property described as the Project at any time for any purpose to effectuate the terms and conditions of the Agreement. The right to enter upon, through and across the Real Property shall extend to any authorized official, agent, employee or representative of the Township and to any independent contractor or subcontractor as the Township may designate.
- 9. Restrictive Covenants, Master Deed and Condominium Bylaws. Any and all restrictive covenants, deed restrictions, master deed, condominium bylaws, rules and regulations and any other instrument or act by the Owner and Developer, the Association, their successors or assigns, and all successors in title to the Real Property, shall be in accordance with this Agreement and shall contain such provisions as are necessary to fulfill the letter and intent of this Agreement

and to effectuate the provisions hereof, and the Township may enforce this Agreement and all such other documentational provisions arising herefrom, including, without limitation, the Association's maintenance obligations and the duties to establish and collect assessments therefor, whether at law or in equity, and including, without limitation, by specific performance. The parties acknowledge that, coincident with approval and execution hereof, the Township has approved the proposed Master Deed and Bylaws of The Reserve as being in conformity with this Cluster Housing Agreement. Owner and Developer agrees that it will cause said Master Deed and Bylaws to be duly recorded in substantially the same form as heretofore approved by the Township. No change in such documents which affects any rights of the Township shall be made without Township approval. The parties additionally agree that, in connection with any conveyance of a condominium unit in The Reserve, the seller thereof shall be required to provide copies of this Cluster Housing Agreement and The Reserve Master Deed and Bylaws to the purchaser of such condominium unit and to advise such purchaser that he is purchasing a site condominium unit. The Township shall have the same rights to abate any violation of this requirement as set forth in Paragraphs 6 through 8 of this Agreement.

- of Association. The Owner and Developer shall complete the Project in accordance with the site plan approved by the Township and in accordance with this Agreement. The Owner and Developer shall post such security as reasonably required by the Township to assure completion of the Project. The Association shall maintain the common elements of the Project and otherwise perform its maintenance obligations in accordance with the Master Deed and Bylaws for The Reserve and in accordance with this Agreement. The Association shall levy and collect all assessments necessary to perform its maintenance obligations from the co-owners of The Reserve in accordance with the Master Deed and Bylaws and the Condominium Act.
- 11. <u>Compliance with Township Zoning Ordinance</u>. Notwithstanding any other provision of this Agreement, the Owner and Developer, and the Association, shall comply with all requirements of the Plymouth Township Zoning Ordinance.
- Agreement shall waive, prejudice, impair or affect the rights of the Township to enforce any current or future ordinance, regulation or law. Further, the Township may elect to enforce or to forego any rights granted to the Township by this Agreement in its sole discretion. To the degree that the immediately foregoing sentences and the clear understanding evidenced therein shall be held for naught or varied in any respect by a court of competent jurisdiction, then the signatures of the Clerk and the Supervisor shall be deemed to be set aside and held void, ab initio, all without liability, cost or damage to the Supervisor, Clerk and Township. Any action taken by the Township pursuant to the provision of this Agreement shall be voluntary and shall not be enforceable by any of the other parties to this Agreement or by any third party claiming benefits hereunder, without due cause or a showing of negligence on the part of the Township.
- 13. Recording. This Agreement shall be executed in recordable form and recorded in the office of the Wayne County Register of Deeds by the Owner and Developer immediately after execution hereof by the Township and upon recording, a true and genuine copy of this Agreement displaying the liber and pages of recording shall be supplied to the Township. All recording fees

associated with the recording of this Agreement shall be the obligation of the Owner and Developer.

- 14. <u>Severability</u>. Invalidation of any one or more of these covenants by judgment or decree or order of any court shall in no way affect or invalidate any of the other provisions, which shall continue to remain in full force and effect. The covenants herein contained shall be binding upon the parties hereto and their respective successors and assigns and shall run with the title to the Real Property, unless and until amended, altered or terminated pursuant to an agreement between the Township and the Owner and Developer, so long as the Owner and Developer owns any portion of the Real Property described in Section 1 hereof, and thereafter by the Association.
- 15. <u>Association Bound</u>. The Reserve Homeowners Association joins in the execution of this Agreement for the purpose of undertaking the covenants required of it and the Co-owners of the Condominium as a successor to Owner and Developer and as expressly set forth herein.
- 16. <u>Site Plan</u>. Exhibit "A", attached hereto and incorporated by reference, is approved by the Township pursuant to Ordinance No. 99.
- 17. <u>Modification, Amendments</u>. No modifications or amendments of this Agreement shall be effective without the written consent of the Township.

IN WITNESS WHEREOF, the parties have executed this instrument as of the set forth hereinbelow.

#### OWNER AND DEVELOPER:

The Reserve of Plymouth, LLC,
a Michigan limited liability company

Dated:	By:Walter Menard, Managing Member
	ir ditor irrenard, irranaging irrenitoer

STATE OF MICHIGAN)	
)SS. COUNTY OF WAYNE )	
The foregoing instrument was acknowl by Walter Menard, Managing Member of The liability company, on behalf of the company.	edged before me this day of, 2017, e Reserve of Plymouth, LLC, a Michigan limited
	, Notary Public  County, State of Michigan  Acting in the County of  My Commission Expires:
	ASSOCIATION:
	The Reserve Homeowners Association, a Michigan non-profit corporation
Dated:	By: Walter Menard, President
STATE OF MICHIGAN)  SS.  COUNTY OF WAYNE)  The foregoing instrument was acknowled by Walter Menard, President of The Reserve Corporation, on behalf of the corporation.	edged before me this day of, 2017, Homeowners Association, a Michigan non-profit
	, Notary Public  County, State of Michigan  Acting in the County of  My Commission Expires:

	TOWNSHIP:			
	Charter Township of Plyr Michigan municipal corp	- · ·		
Dated:	Ву:	Its: Supervisor		
Detect	Š.			
Dated:	Ву:	Its: Clerk		
STATE OF MICHIGAN) )SS. COUNTY OF WAYNE)				
The foregoing instrument was acknowledged by, Supervisor for the Charter Clerk for the Charter Township of Plymouth, on be	ged before me this day of Township of Plymouth, and behalf of said Township.	f, 2017,		
	County, S	, Notary Public State of Michigan		
	My Commission Expires:			

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING JUNE 27, 2017

# ITEM F.3 THE RESERVE CLUSTER HOUSING OPTION FINAL DEVELOPMENT PLAN MASTER DEED

#### MASTER DEED

#### THE RESERVE

(Act 59 of Public Acts of 1978, as amended)

This Master Deed is made and executed this \_\_\_\_\_ day of \_\_\_\_\_\_, 2017, by THE RESERVE OF PLYMOUTH, LLC, a Michigan limited liability company, hereinafter referred to as "Developer" whose address is 9385 Saddlebrook Court, Plymouth, MI 48170, in pursuance of the provisions of Act 59 of the Public Acts of 1978, as amended, hereinafter referred to as the "Act"

#### WITNESSETH:

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

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

#### ARTICLE I

#### TITLE AND NATURE

The Condominium shall be known as THE RESERVE, Wayne County Condominium Subdivision Plan No.\_\_\_\_\_. The engineering and architectural plans for the Project were approved in accordance with the requirements of the Charter Township of Plymouth, Wayne County, Michigan. The Condominium is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

#### **ARTICLE II**

#### LEGAL DESCRIPTION

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

PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE EAST QUARTER CORNER OF SECTION 28, TOWN 1 SOUTH, RANGE 8 EAST; THENCE ALONG THE EAST LINE OF SECTION 28, SOUTH 01°55'00" EAST 961.32 FEET; THENCE ALONG THE CENTERLINE OF ANN ARBOR TRAIL, SOUTH 64°34'05" WEST 224.23 FEET; THENCE ALONG THE EAST LINE OF "BEACON ESTATES SUBDIVISION No. 3" AS RECORDED IN LIBER 95 OF PLATS, PAGES 20 AND 21, WAYNE COUNTY RECORDS, AND ITS EXTENSION SOUTHERLY, NORTH 01°54'25" WEST 1062.75 FEET, THENCE ALONG THE EAST-WEST QUARTER LINE OF SECTION 28, AS MONUMENTED, AND ALONG THE SOUTH LINE OF "BEACON ESTATES SUBDIVISION" AS RECORDED IN LIBER 88 OF PLATS, PAGES 90 AND 91, WAYNE COUNTY RECORDS, AND ITS EXTENSION EASTERLY, SOUTH 88°35'02" EAST 205.78 FEET TO THE POINT OF BEGINNING. CONTAINS 4.775 ACRES. SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF USED, TAKEN OR DEEDED FOR STREET ROAD OR HIGHWAY PURPOSES. FURTHER SUBJECT TO ALL OTHER EASEMENTS AND RESTRICTIONS OF RECORD AND GOVERNMENTAL LIMITATIONS.

#### ARTICLE III

#### DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as by way of example and not by way of limitation, the Articles of Incorporation and Rules and Regulations of THE RESERVE HOMEOWNERS ASSOCIATION, a Michigan non-profit corporation and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of or transfer of interest in THE RESERVE as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- 1. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- 2. "Association" means The Reserve Homeowners Association, which is the non-profit corporation organized under Michigan Law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- "Board of Directors" or "Board" means the Board of Directors of The Reserve Homeowners Association, the Michigan nonprofit corporation organized to manage, maintain and administer the Condominium.
- 4. "Bylaws" means Exhibit "A" attached hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the Corporate Bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.
- 5. "Condominium Unit" or "Unit" each mean a single Unit in The Reserve as the same is described in Article V, Section I hereof and on Exhibit "B" hereto and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.
- 6. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and Rules and Regulations, if any, of the Association as all of the same may be amended from time to time.

- "Condominium", "Condominium Project", "Project" or "Condominium Premises" means and includes the land described in Article II above and all easement rights appurtenant thereto belonging to THE RESERVE as described above.
- 8. "Condominium Subdivision Plan" means Exhibit "B" hereto.
- 9. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns, or has the right to purchase, any Unit which it offers for sale or as long as there remains any residence to be constructed, whichever last occurs.
- 10. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who, or which, owns one or more Units in the Condominium. The term "Owner" wherever used will be synonymous with the term "Co-owner".
- 11. "Developer" means THE RESERVE OF PLYMOUTH, LLC, a Michigan limited liability company, which has made and executed this Master Deed and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however, and wherever such terms are used in the Condominium Documents.
- 12. "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all directors and upon all other matters which may properly be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.
- 13. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Other terms which may be utilized in the Condominium Documents and which are not defined above shall have the meanings as provided in the Act.

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

#### ARTICLE IV

#### **COMMON ELEMENTS**

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

- 1. The General Common Elements are:
- A. <u>Land</u>. The land described in Article II hereof, other than portions thereof identified as Units.
- B. <u>Electrical</u>. The electrical transmission lines throughout the Project up to the point of lateral connection for Unit service, together with common lighting for the Project, if any is installed.
- C. <u>Cable Television</u>. The cable television system (if installed) throughout the Project up to the point of lateral connection for Unit service.
- D. <u>Telephone</u>. The telephone system throughout the Project up to the point of lateral connection for Unit service.
- E. Gas. The gas distribution system throughout the Project up to the point of lateral connection for Unit service.
- F. Water. The water distribution system throughout the Project up to the point of lateral connection for Unit service, including sprinkling system fixtures, connections and controls, if any, in the General Common Element areas.
- G. <u>Sanitary Sewer</u>. The sanitary sewer system throughout the Project up to the point of lateral connection for Unit service.
- H. Storm Water Detention Areas. The storm sewer swales and ditches, mains, if applicable, leads and catch basins throughout the Project as depicted on the Condominium Subdivision Plan together with any detention area depicted as such on the Condominium Subdivision Plan.
- I. <u>Site Lighting</u>. The site lighting, including all wiring fixtures, posts and meters throughout the Project up to the perimeter of any Unit.
- J. <u>Telecommunications</u>. The telecommunications system, if and when it may be installed, including any security system up to the point of the ancillary connection for Unit service.
- K. <u>Roadways</u>. The collector roadway designated on Exhibit "B" which provides access to the Units and the landscape areas and security gate within the entrance area fronting on the main public road and any vehicular turn-arounds within the Condominium as depicted on Exhibit "B".
- L. <u>Sidewalks</u>. All sidewalks located within the Common Elements.
- M. Other. Such other elements of the Project not herein designated as Common Elements which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines (including mains and service leads) and equipment and the telecommunications system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

- 2. As shown on the Condominium Subdivision Plan attached hereto as Exhibit "B", all proposed structures and site improvements, including, without limitation, all streets and necessary utilities are labeled "Must Be Built" and are required to be installed by the Developer under Section 66 of the Act. There are no Limited Common Elements within the Project.
- 3. <u>Repair Responsibilities</u>: The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements and Units are as follows.
  - A. <u>Co-owner Responsibility for Units</u>. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit "B" hereto. Except as otherwise expressly provided, the responsibility for and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenance of each dwelling shall be borne by the Co-owner of the Unit which is served thereby. Likewise, each Co-owner shall be responsible for the installation and maintenance of lawn and other landscaping materials within his Unit.
  - Association Responsibility for Units under Certain Circumstances. The В. Association shall not be responsible for performing any maintenance, repair or replacement with respect to residences and their appurtenances located within the Condominium Units. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may undertake such regularly reoccurring, reasonably uniform, periodic exterior maintenance functions with respect to Unit improvements, including dwellings constructed within any Unit boundaries as it may deem appropriate (including without limitation, lawn mowing, snow removal, tree trimming and exterior painting). Nothing herein contained, however, shall require the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer in the initial maintenance budget for the Association shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.
  - C. <u>Specific Obligations of the Association regarding Open Areas and Storm Water Detention Areas</u>. The Association shall be solely responsible for the

establishment of procedures for the protection of the open areas and storm water detention areas. The Association shall establish such procedures and/or maintenance schedules, as applicable, so as to maintain the open areas and storm water detention areas in accordance with all applicable Township ordinances and/or requirements of the Michigan Department of Environmental Quality and any other applicable governmental requirements. In the event that the open areas and/or storm water detention areas are not maintained by the Association in accordance with such requirements, or in the event that the Charter Township of Plymouth duly determines that such open areas and/or storm water detention areas constitute a public nuisance, the Township shall be entitled to enter upon the Condominium Premises and maintain such open areas and/or wetlands. The Township shall be entitled to assess the costs of such maintenance against the Condominium Units in the Condominium and shall collect such costs in the same manner as real estate taxes levied against the Units.

- D. <u>General Common Elements</u>. The cost of maintenance, repair and replacement of all other General Common Elements shall be borne by the Association subject to any provision of the Condominium Documents expressly to the contrary.
- E. <u>Cluster Housing Agreement</u>. The land on which the Condominium Project is located is currently zoned under the Cluster Housing Option as set forth in Article XXII of the Township Zoning Ordinance, being Ordinance No. 99. As required under the Zoning Ordinance, the Developer has entered into a Cluster Housing Agreement with the Charter Township of Plymouth, on behalf of the Association, under which the Association agrees to maintain all open land and public improvements within the Project (to the extent not dedicated) and, further, grants the Township the right but not the duty to maintain any or all of these areas if the Association fails to properly maintain them and to charge the costs of such maintenance back to the Co-owners via assessments against the Units. The Cluster Housing Agreement has been (or will be) recorded with the Wayne County Register of Deeds and the obligations thereunder shall run with the land and shall be binding upon all Co-owners, their successors and assigns. A copy of the Cluster Housing Agreement is available to all Co-owners upon request.
- 4. <u>Use of Units and Common Elements</u>. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

#### ARTICLE V

#### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

- 1. <u>Description of Units</u>. Each Unit in the Condominium is described in this paragraph with reference to the Condominium Subdivision Plan of THE RESERVE as prepared by VITINS ENGINEERING and attached hereto as Exhibit "B". Each Unit shall consist of the area contained within the Unit boundaries as shown in Exhibit "B" hereto and delineated with heavy outlines, together with all appurtenances thereto.
- 2. Percentage of Value. The percentage of value assigned to each Unit in THE RESERVE shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

#### ARTICLE VI

### SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATION OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

#### 1. BY THE DEVELOPER

The Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

A. Consolidate Units: Relocate Unit Boundaries. To consolidate under single ownership two or more Units which are located adjacent to one another and to relocate the boundaries of Units. Such action shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns and subject to prior approval of the Charter Township of Plymouth.

Amendment to Effectuate Modifications. Any such amendment or amendments B. resulting from the exercise of the rights reserved to the Developer above shall identify the Units involved, and allocate, or reallocate, as the case may be, the percentage of value for the affected Units in order to preserve a total value of 100% for the entire Condominium resulting from such amendment or amendments to the Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors and assigns may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney in fact for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or exhibits hereto.

#### 2. BY CO-OWNERS

One or more Co-owners may undertake consolidation of Units or relocation of boundaries. Co-owners of adjoining Units may, subject to the prior approval of the Charter Township of Plymouth, relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to the Association in accordance with Section 48 of the Act.

Upon receipt of such request, the President of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyance between or among the Co-owners involved in relocation of the boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Wayne County Register of Deeds.

#### ARTICLE VII

#### **CONVERTIBLE AREAS**

- 1. <u>Convertible Areas</u>. The Common Elements and all unsold Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified and within which Units may be expanded, moved, deleted and created as provided in this Article VII. The Developer reserves the right, but not an obligation, to convert the Convertible Areas.
- 2. Reservation of Right to Convert Convertible Areas. The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the size, location and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements; provided, however, that the written consent of the Charter Township of Plymouth is first obtained for the converting of Convertible Areas. The changes could include (by way of illustration and not limitation), the deletion of Units from the Condominium and the substitution of General Common Elements therefor and/or changes to the nature or type of Common Elements as are depicted on Exhibit "B".
- 3. <u>Residential Use Restriction</u>. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to single family residential use and to such Common Elements as are compatible with single family residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities; provided, however, that the percentage of open space in the Condominium as required by the Charter Township of Plymouth is maintained at all times.
- 4. <u>Compatibility of Structures</u>. The extent to which any structure erected on any portion of the Convertible Areas is compatible with structures included in the original Master Deed is not limited by this Master Deed, but lies solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities.
- 5. Consent of Interested Persons. The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment to this Master Deed to effectuate the conversion and to any reallocation of percentages of value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer and its successors and assigns, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained,

however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, mortgagees and other persons acquiring an interest in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

6. Amendments to Master Deed. All modifications to Units and Common Elements made pursuant to this Article VII shall be given effect by appropriate amendment to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer, and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted, in order to preserve a total value of 100% for the entire Condominium resulting from such amendments to this Master Deed and preserving equal percentages of value for each Unit. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendment. In connection with any such amendment, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article VII.

#### ARTICLE VIII

#### **EASEMENTS**

#### 1. EASEMENT FOR MAINTENANCE OF ENCROACHMENTS AND UTILITIES

There shall be easements to, through and over the land in the Condominium (including all Units and Common Elements) for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as the same may be amended from time to time. In the event any portion of a structure located within a Unit encroaches upon another Unit or Common Element due to shifting, settling or moving of a structure, or due to survey errors or construction deviations or changes in ground elevations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists and for maintenance thereof after rebuilding in the event of destruction.

#### 2. AUTHORITY DESIGNATED TO ASSOCIATION TO GRANT EASEMENTS

The Association acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights of way and rights of entry, under, over and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

#### 3. RESERVATION OF EASEMENT BY DEVELOPER FOR SALES FACILITIES

The Developer reserves for the benefit of itself, and its successors and assigns, such easements as may be necessary for access to a sales office on the Condominium Premises and for the continued use of such sales office until all of the Condominium Units have been sold. Accordingly, the Developer and its duly authorized agents, representatives and employees may maintain offices, model Units and other facilities on the Premises and may make such uses of said facilities as are reasonably necessary or desirable to facilitate the sale of the Units in the Project. The Developer shall pay all costs related to any Condominium Units or Common Elements while owned by the Developer and shall restore the facilities to habitable status upon termination of use in accordance with Section 45 of the Act.

### 4. RESERVATION OF RIGHTS BY DEVELOPER TO DEDICATE UTILITY LINES TO APPROPRIATE GOVERNMENTAL AGENCIES

Developer reserves the right at any time during the Construction and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of the utilities to governmental agencies or to utility companies. The Developer shall dedicate the General Common Element water and sanitary sewer infrastructure described in Article IV – 1F and Article IV – 1G, respectively to the Charter Township of Plymouth, or its designee, prior to the expiration of the Construction and Sales Period. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit "B" hereto as recorded in the Wayne County Register of Deeds. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate the foregoing grant of easements or transfer of title.

#### 5. ESTABLISHMENT OF EASEMENTS FOR DEVELOPER, ASSOCIATION AND UTILITIES FOR MAINTENANCE AND REPAIR

The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities for maintenance, repair or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler control valves, sump pumps and other Common Elements, if any, located within any individual Condominium Unit.

#### 6. TELECOMMUNICATIONS AGREEMENTS

The Association, acting through its duly constituted Board of Directors (including but not limited to any Board of Directors acting prior to the Transitional Control Date), and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements, rights-of-way agreements, access agreements, and multi-unit agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, video text, broad band cable, satellite disk, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

#### 7. EASEMENT FOR EMERGENCY SERVICES

There shall exist for the benefit of the Charter Township of Plymouth or any emergency service agency, an easement over all roads in the Condominium for use by the Township and/or emergency vehicles to the extent, if any, that such roads are not dedicated to the public. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium and the Co-owners thereof.

#### 8. EASEMENT FOR PUBLIC WATER SUPPLY AND SANITARY SEWER

There shall exist for the benefit of the Charter Township of Plymouth and any governmental body to which its rights herein may be subsequently assigned, an easement over, under and across the Condominium Premises for the construction, installation, operation, repair and maintenance of public water supply and/or sewer mains, leads and/or other appurtenances for water supply or for waste water disposal service purposes or other utilities and for the extension and tying in of the Township's water and sewer lines to existing lines. Without limitation of the foregoing, the Charter Township of Plymouth and any governmental body to which its rights herein may be subsequently assigned, shall have such easements for water and sewer lines, and other utilities, as are depicted on Exhibit "B".

### 9. STORM WATER DRAINAGE AND LANDSCAPE BUFFER EASEMENT IN REAR YARD AREAS

There shall exist a storm water drainage easement and a landscape buffer easement in the rear yard area of each Condominium Unit as depicted on Exhibit "B" hereto. No buildings or

structures shall be placed, nor modifications made, within these easement areas. These areas shall be reserved for storm water drainage and for a landscape buffer between the neighboring subdivision and shall be for the benefit of all Co-owners in the Condominium. The Association shall have the responsibility for maintaining, repairing and/or replacing these areas to keep them in the condition as approved by the Township in the final site plan. There shall be easements for the installation, repair and maintenance of utility lines and landscape materials in these areas as necessary.

#### 10. EASEMENTS DEPICTED ON EXHIBIT "B"

To the extent not referenced above in this Article, the Condominium Project and the individual Units therein are benefited and burdened by those easements as are depicted on and described in the Condominium Subdivision Plan (Exhibit "B" hereto).

#### 11. POWER OF ATTORNEY

All persons acquiring any interest in the Condominium, including, without limitation, all Co-owners and mortgagees, shall be deemed to have appointed the Developer, its successors and assigns, as attorney-in-fact to exercise the rights reserved in this Article to grant easements and dedicate utilities and roadways. Such exercise by the Developer of the rights reserved in this Article may be exercised without the consent of any Co-owner, mortgagee, or other person. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such exercise by the Developer of the rights reserved in this Article to grant easements and dedicate utilities and roadways. After certificates of occupancy are issued for residences in 100% of the Units in the Condominium, the foregoing right and power may be exercised by the Association acting through its Board of Directors.

#### ARTICLE IX

#### RESERVATION OF RIGHT TO USE FACILITIES

The Developer, its successors and assigns, agents and employees may maintain such offices, reasonable parking, storage areas and other facilities on the Premises of the Condominium as it deems necessary to facilitate the development and sale of the Project. The Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the individual Condominium Units.

#### ARTICLE X

#### IMPROVEMENTS OR ALTERATIONS TO CONDOMINIUM UNITS

No Co-owner shall do anything which would change the exterior appearance of a dwelling or any other portion of the Condominium Project (including, without limitation, changing the exterior color of the residence and/or appurtenant improvements) except by the following procedure:

- A. Application for such alterations or changes shall be made to the Board of Directors of the Association together with sufficient plans, drawings, or renderings as may be necessary to enable the Board to understand and evaluate the proposed changes. Any such proposed alteration or change shall receive Township approval as required and shall be completed in accordance with the applicable Township zoning ordinance.
- B. The Board of Directors shall thereupon adopt a resolution either granting the permission for such alteration or denying same.
- C. In the event that such application for changes is approved by the Board of Directors, it shall be subject to a written undertaking by the Co-owner acknowledging that all of the improvements are to be at the Co-owner's sole expense; that injury, if any, to the Common Elements will be repaired promptly by the Co-owner at his sole expense; that the improvements will be completed by a date to be determined and established by the Board of Directors and that the improvements shall comply with all local and/or national building codes, as applicable.
- D. During the Construction and Sales Period, all actions of the Board of Directors pursuant to this Article shall require the specific approval of the Developer.

The Developer (and its successors and assigns) are specifically excluded from the provisions of this Article. The Developer specifically reserves to itself and its successors and assigns the right to alter, change, modify, redesign, or improve any Condominium Unit or improvement constructed within a Condominium Unit through and including such time as a deed has been executed and delivered from the Developer with respect to the Condominium Unit.

All proceedings under this Article shall be specifically in accordance with Section 47 of the Act.

#### ARTICLE XI

#### CONDEMNATION

Except as may otherwise be provided by statute, in the case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium Project, unless at least 2/3 of the first mortgagees (based upon one vote for each mortgage owned) and owners (other than the Developer) of the individual Condominium Units have given their prior written approval, the Association shall not be entitled to:

- A. By act or omission seek to abandon or terminate the Condominium Project;
- B. Change the pro-rata interest or obligations of any Condominium Unit for purposes of levying assessments or charges, for allocating distributions of hazard insurance proceeds or condomnation awards, or determining the pro-rata share of ownership of each Unit in the Common Elements;
- C. Partition or subdivide any Condominium Unit;
- D. By act or omission seek to abandon, partition, subdivide and encumber, sell or transfer the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements of the Condominium Project shall not be deemed a transfer within the meaning of this clause;
- E. Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for purposes other than the repair, replacement or reconstruction of such improvements.

#### **ARTICLE XII**

#### **AMENDMENT**

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of two-thirds (2/3) of all Co-owners except as hereinafter set forth.

- 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of Limited Common Elements, if any, or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.
- Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of two-thirds (2/3) of all first mortgagees of record, allocating one vote for each mortgage held.
- By Developer. Prior to one year after the expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments as do not, in the Developer's discretion, materially affect any rights of any Co-owner or mortgagee in the Project. The

Developer may make such other amendments as may have been reserved to the Developer in other sections of this Master Deed.

- 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent except as provided in this Master Deed or Bylaws.
- Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners and 85% of the first mortgagees.
- 6. <u>Developer Approval</u>. During the Construction and Sales Period, this Master Deed shall not be amended without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains any further possibility of construction of residential dwellings on the land described in Article II hereof, as same may be amended from time to time.
- 7. <u>Township Approval</u>. No right reserved herein to the Charter Township of Plymouth shall be altered or amended without the Township's formal consent.
- 8. Procedure for Amendment. A change in the Condominium Project shall be reflected by an amendment to the appropriate Condominium Documents. If a change involves a change in the boundaries of a Condominium Unit or the addition or elimination of Condominium Units, a replat of the Condominium Subdivision Plan shall be prepared and recorded assigning a Condominium Unit number to each Condominium Unit in the amended Project. The foregoing shall conform to the requirements of Section 67 of the Act. The following procedure shall apply to any amendment to the Condominium Documents:
  - (a) <u>Notification</u>. Co-owners and mortgagees of record shall be notified of proposed amendments, except as provided above in this Master Deed, not less than ten (10) days before the amendment is recorded.
  - (b) Responsibility for Payment of Costs of Amendment. The person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment except for amendments based upon a vote of two-thirds (2/3) of Co-owners and mortgagees or based upon the Advisory Committee's decision, the costs of which shall be expenses of administration.
  - (c) Nothing contained in this Article shall be deemed to abridge in any way the Developer's right to convert portions of the Convertible Area pursuant to Article VII hereof. Such amendment may be made unilaterally by the Developer without the consent of any Co-owners in the Developer's sole discretion.

- (d) An amendment to the Master Deed or other recorded Condominium Documents shall not be effective until the amendment is recorded.
- (e) A copy of the recorded amendment shall be delivered to each Co-owner of the Project.

#### ARTICLE XIII

#### ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing and including the power to prepare and record a Consolidating Master Deed for the Condominium, may be assigned by it to any other entity or to the Association. Any such assignment shall be by appropriate instrument in writing and duly recorded in the office of the Wayne County Register of Deeds.

		THE RESERVE OF PLYMOUT limited liability company	H, LLC, a Michigan
		By:Walter Menard, Managin	g Member
STATE OF MICHIGAN	) )ss )		
On this before me by Walter Mer limited liability company	nard, the Managing M	_, 2017, the foregoing Master Dee dember of The Reserve of Plymou ited liability company.	d was acknowledged th, LLC, a Michigan
			, Notary Public nty, State of Michigan

#### MASTER DEED DRAFTED BY:

SAMUEL K. HODGDON, ESQ. KECSKES, SILVER & GADD, PC 621 S. MAIN STREET PLYMOUTH, MICHIGAN 48170

WHEN RECORDED, RETURN TO DRAFTER

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING JUNE 27, 2017

# ITEM F.4 SAW GRANT PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER NO. 1

## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: June 27, 2017

ITEM: Change Order No. 1: SAW Grant Professional Services Agreement

PRESENTER:

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

OTHER INDIVIDUALS IN ATTENDANCE: Representative(s) from GHD Services, Inc.

#### **BACKGROUND:**

See attached memo.

**ACTION REQUESTED:** Approve Change Order No. 1.

**BUDGET/ACCOUNT NUMBER:** Water and Sewer Fund

#### **MODEL RESOLUTION:**

I move to approve Change Order No. 1 to Charter Township of Plymouth Consultant Agreement (SAW Grant Agreement with GHD Services, Inc.) dated June 14, 2016 in the amount of \$160,000 and to authorize the execution of Change Order No. 1 by the Supervisor and Clerk.

**ATTACHMENTS:** Memo dated June 21, 2017 including Map; and Change Order No. 1 including Addendum A and Table 1.

## Memo

To: Board of Trustees

From: Patrick J. Fellrath, PE, Director of Public Services

Cc: Mark Clinton, Treasurer

Date: June 21, 2017

Re: Change Order No. 1 to SAW Grant Professional Services Agreement

A change order to the Township's existing professional services agreement with GHD Services, Inc. is recommended to ensure the entire Township sanitary sewer system is conditionally assessed as part of the Township's Sanitary Sewer Asset Management (SAW) Grant Project.

The Township Board awarded a contract to GHD Services, Inc. on June 14, 2016, to provide professional engineering services in executing the Township's SAW Grant. The SAW Grant was awarded to the Township by MDEQ for the purpose of developing a Sanitary Sewer Asset Management Plan.

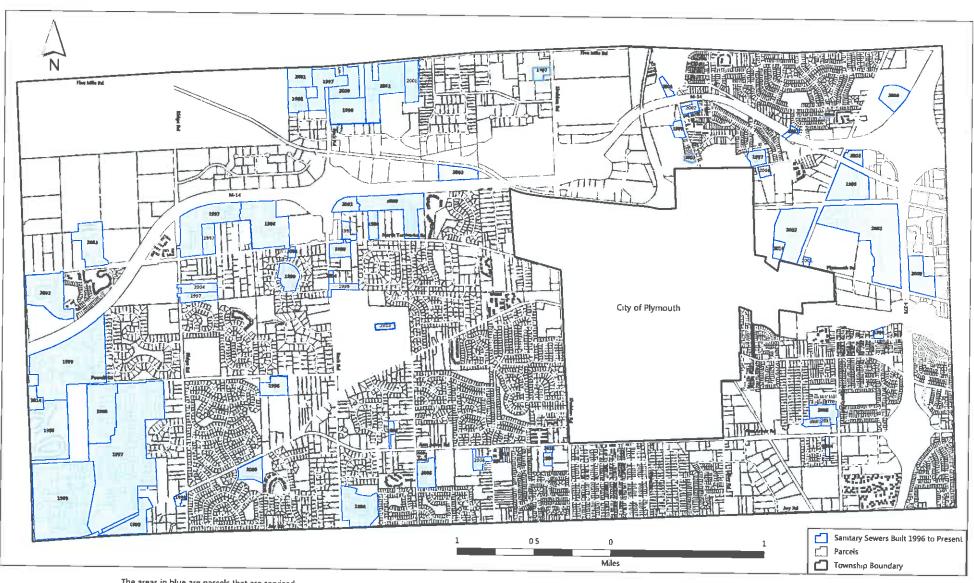
Condition assessment of sanitary sewer infrastructure installed since 1996 (i.e., within 20 years of Grant) including cleaning and televising of sewers is ineligible for funding under the SAW Grant. The ineligible infrastructure includes roughly 17% of the Township's sanitary sewers and 21% of the Township's sanitary manholes. The attached map shows the areas serviced by the ineligible infrastructure.

The inclusion of the ineligible infrastructure to the current sanitary sewer cleaning and televising; and sanitary manhole inspection work under the SAW Grant project is recommended. As shown on the attached map, a significant portion of the ineligible infrastructure was installed 15 to 20 years ago; the infrastructure is not considered new and none of it has been televised and assessed in the past 10 years. Presumably, the Township will gain an economy-of-scale in pricing by including these assets into the current televising work. Additionally, including these assets to the current project work will allow the Township to develop a complete, accurate and comprehensive Asset Management Plan including a 5-year Sanitary Sewer Capital Improvement Plan.

The Water and Sewer Fund has sufficient funds to cover the proposed cost associated with the additional work; I met with the Township Treasurer to confirm funds are available and no significant impact to the Fund would occur.



#### Non-Eligible SAW Grant Areas



The areas in blue are parcels that are serviced by sanitary sewers built in 1996 or later. They are identified by the year in which the sanitary sewers were built.



Charter Township of Plymouth Department of Public Services June 19, 2017

### **Change Order**

No. <u>1</u>

Date of Issuance 06/19/2017	Effective Date Jun	e 27, 2017				
Project	Owner:	Owner's Contract No				
SAW Grant Project Number 1666-01	Charter Township of Plymouth	SAW Grant Project Number 1666-01				
Contract:	Date of Contract					
Charter Township of Plymouth Consulting Agree	June 14, 2106					
Contractor	Engineer's Project No					
GHD Services, Inc.		N/A				
The Contract Documents are modified as foll	OWS UPON execution of this Change Orde	or.				
Description	a won-exceeded of this Change Office					
The background, scope, and schedule of the wor	k are modified as stated in Addendum A, w	which includes Table 1				
Attachments (list documents supporting chan	ge):					
Addendum A, which includes Table 1						
CHANGE IN CONTRACT PRICE	:	HANGE IN CONTRACT TIMES:				
Original Contract Price:	Original Contract Times:	Original Contract Times:				
	Substantial completion (d	Substantial completion (days or date):				
S		(days or date):				
[Increase] [Decrease] from previously approved						
Orders No to No		[Increase] [Decrease] from previously approved Change Orders  No to No:				
\$		Substantial completion (days):				
<i></i>	. Ready for final payment (	days):				
Contract Price prior to this Change Order:	Contract Times prior to this	Change Order:				
		Substantial completion (days or date):				
S		Ready for final payment (days or date):				
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this	Change Order:				
	Substantial completion (d.	Substantial completion (days or date):				
\$160,000	Ready for final payment (	Ready for final payment (days or date):				
Contract Price incorporating this Change Order:	Contract Times with all appr	rayad Chargas Ordana				
and the state of t		Contract Times with all approved Change Orders:				
r		Substantial completion (days or date):				
<u>s</u>	Ready for final payment (	days or date):				
	. CCI.					
	ACCEPTED.	ACCEPTED:				
	Ву:	Ву				
	Owner (Authorized Signature)	Contractor (Authorized Signature)				
	Date	Date:				

EJCDC No. C-941 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the
Associated General Contractors of America and the Construction Specifications Institute.

# Change Order

#### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

#### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

## ADDENDUM A TO CONSULTANT AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF PLYMOUTH AND GHD SERVICES, INC. DATED JUNE 14, 2016

The Charter Township of Plymouth was awarded a SAW grant to evaluate their existing sanitary sewer related assets, with GHD being contracted to assist with the administration and implementation, as described in the Charter Township of Plymouth Consultant Agreement, dated June 14, 2016. Although the grant funds a majority of the existing sanitary sewer pipes and manhole inspections, a portion of the sewer system does not qualify for funding as part of the grant. This Addendum was developed to include the additional CCTV inspection and light cleaning of those sewers which are not covered by SAW grant funds, specifically, those sewer structures constructed after 1995.

The scope of work (SOW) described below includes the Potential Expanded Scope as included in the Township's Sanitary Sewer Investigation RFP, dated March 28, 2017.

#### Task 1 - Project Coordination, Management and Technical Support

Task 1 consists of the following activities:

- Participation in conference calls and meetings, as necessary, with Plymouth Township
- Evaluation of project scope, schedule, and deliverables
- Project management and administrative support

#### Task 2 - Sub-Contractor CCTV Inspection, Light Cleaning & Oversight

Task 2 includes the following activities:

- CCTV Inspection & NASSCO Assessment of non-grant funded sanitary sewers by Taplin Group
- Light Sewer Cleaning (as needed) of non-grant funded sanitary sewers by Taplin Group
- Root Cutting (as needed) of non-grant funded sanitary sewers by Taplin Group
- Part-time daily GHD Field Oversight

GHD will schedule field work upon authorization to proceed. Task 1, including coordination of field activities / site evaluation, can be completed within 1 week of notice to proceed. It is anticipated that Task 2 (CCTV Inspection, Light Cleaning & Oversight) can be initiated within 1 week of notice to proceed, assuming Site access is granted by the property manager in a timely manner. Total duration of Task 2 is expected to be approximately 5 to 6 weeks. The work is to be completed by October 2017.

The total estimated cost to conduct the SOW described in Section 3 is \$160,000. Table 1 presents the detailed cost estimate.

#### Table 1

#### Cost Estimate SAW Grant Project #1666-01 Charter Township of Plymouth Plymouth, Michigan

item	Description	Quantity	Unit	U	nit Price		Total Cost	
1	Project Coordination, Management and Technical Support							
	Professional Address of Profession Access to the Profession Access to t							
	Project Advisor/Design Engineer - Associate E3	16	hrs	\$	193.00	\$	3,088.00	
	Project Manager - Engineer C1	10	hrs	\$	134.00	\$	1,340.00	
	Administration Staff - Secretary	2	hrs	\$	63.00	\$	126.00	
	Disbursements							
	GHD mileage (2 roundtrips)	20	Miles	\$	0.535	\$	10.70	
	Misc. Disbursements (10% of fees)	1	est.	\$	455.40	\$	455.40	
					Subtotal	\$	5,020.10	
2	Sub-Contractor CCTV Inspection, Light Cleaning & Oversigh	<u>nt</u>						
	Taplin Group (Duration of 26 Days)							
	TV Insp 8 to 10 inch	122000	lf	\$	0.82	\$	100,040,00	
	TV Insp 12 inch	2000	lf	\$	0.82	\$	1,640,00	
	TV Insp 15 to 18 inch	5000	H	\$	0.82	\$	4,100.00	
	TV Insp 20 to 30 inch	1000	H.	\$	0.82	\$	820.00	
	Light Clean 8 to 10 inch	12200	if	\$	0.75	\$	9.150.00	
	Light Clean 12 inch	200	lf	\$	0.79	\$	158.00	
	Light Clean 15 to 18 inch	500	if	\$	0.79	\$	470.00	
	Light Clean 20 to 30 inch	100	if	\$	1.36	\$	136.00	
	Root Cut 8 to 10 inch	500	ii If	\$	1.54	\$	770.00	
	Root Cut 12 inch	500	ii If	\$	1.54	\$	770.00	
	Root Cut 15 to 18 inch	100	lf	\$	2.31	\$		
	Root Cut 20 to 30 inch	50	ı, If	\$	3.46	\$	231.00	
	GHD 10% Sub Mark Up	30	11	Đ	3,40	\$	173.00	
	Disbursements					Þ	11,845,80	
	Misc. Disbursements (10% of fees)	1	n n i	e 4	1 045 00		44 045 00	
	Misc. Disbursements (1078 of fees)	'	est.	<b>\$</b> 1	1,845.80 Subtotal	\$	11,845.80 142,149.60	
					Subtotal	*	142,149.60	
	CCTV Inspection GHD Coordination/Oversight							
	Project Engineer/Coordinator - (Duration 26 Days @ 4Hrs/Day)	104	hrs	\$	112.00	\$	11,648.00	
	Disbursements						•	
	GHD mileage	100	Miles	\$	0.535	\$	53.50	
	Misc. Disbursements (10% of fees)	1	est.	\$	1,164.80	\$	1,164.80	
					Subtotal	\$	12,866.30	
		Total Cost	Estimate				160,036.00	
		i Stai OUSL	Parimare	3		\$	100,030.00	

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING JUNE 27, 2017

# ITEM F.5 2016 FINANCIAL AUDIT PLANTE-MORAN CLERK VORVA

#### **PROPOSED MOTION:**

I move, in conjunction with the June 27, 2017, approval and transmittal of the 2016 Charter Township of Plymouth Financial Report and Supplemental Information, to:

- (1) express the Board of Trustees' commendation and appreciation of the extraordinary work effort, performance, and cooperative spirit demonstrated by Cynthia Kushner, Amy Hammye, Sandra Groth, Mary Anne Truesdell, and Sue Brams; and
- (2) have the Supervisor, Clerk, and Treasurer to report to the Board of Trustees by September 30, 2017, specifically on the status of implementation of the recommendations in the Plante- Moran management letter dated June 19, 2017.

Submitted By: Trustee Jack Dempsey, June 27, 2017

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING JUNE 27, 2017

# ITEM F.6 REAPPOINTMENT OF KEITH POSTELL PLANNING COMMISSION 3 YEAR TERM



# CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: June 27, 2017

ITEM: Reappointment of Keith Postell to the Planning Commission to complete an additional three year term which will expire on June 30, 2020.

**PRESENTER:** Kurt Heise, Supervisor

#### **BACKGROUND:**

It is customary for the Township to appoint individuals to serve on the Planning Commission at the recommendation of the Supervisor, and with the approval of the Charter Township of Plymouth Board of Trustees.

**ACTION REQUESTED:** Approve

**RECOMMENDATION:** Approve the recommendation as submitted.

PROPOSED MOTION: I move to approve the reappointment of Township Resident Keith Postell to the Planning Commission for a term that will expire on June 30, 2020.							
Moved	by:		Se	conded by:			
ROLL (	CALL:						
CC	, RD	, GH	, JV	, KH	, MC	, JD	



### CHARTER TOWNSHIP OF PLYMOUTH

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

#### **MEMORANDUM**

To:

**Board of Trustees** 

From:

Supervisor Kurt L. Heise

Re:

Re-Appointment of Keith Postell to the Planning Commission

Date:

June 20, 2017

I am recommending the re-appointment of Keith Postell to the Planning Commission, for a term expiring June 30, 2020. His resume will be provided to the Board members at the meeting on Tuesday, June 27.

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING JUNE 27, 2017

# ITEM F.7 REAPPOINTMENT KENDRA BARBERENA PLANNING COMMISSION 3 YEAR TERM



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: June 27, 2017

ITEM: Reappointment of Kendra Barberena to the Planning Commission to complete an additional three year term which will expire on June 30, 2020.

**PRESENTER:** Kurt Heise, Supervisor

#### **BACKGROUND:**

It is customary for the Township to appoint individuals to serve on the Planning Commission at the recommendation of the Supervisor, and with the approval of the Charter Township of Plymouth Board of Trustees.

**ACTION REQUESTED:** Approve

**RECOMMENDATION:** Approve the recommendation as submitted.

<u>PROPOSED MOTION</u>: I move to approve the reappointment of Township Resident Kendra Barberena to the Planning Commission for a term that will expire on June 30, 2020.

Moved by:				Seconded by:				
ROLL CAL	L:							
CC	, RD	_, GH	, JV_	, KH	, MC	, JD		



## CHARTER TOWNSHIP OF PLYMOUTH

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

#### **MEMORANDUM**

To:

**Board of Trustees** 

From:

Supervisor Kurt L. Heise

Re:

Re-Appointment of Kendra Barberena to the Planning Commission

Date:

June 20, 2017

I am recommending the re-appointment of Kendra Barberena to the Planning Commission, for a term expiring June 30, 2020. Her resume is attached.

### KENDRA BARBERENA

9415 Baywood Plymouth, MI 48170 734-353-0250

### **OBJECTIVE**

To continue as a commissioner on the Plymouth Township Planning Commission

### **EDUCATION**

Master of Science, Eastern Michigan University, April 1997

Concentration: Urban and Regional Planning

Bachelor of Science: University of Wisconsin - Whitewater, May 1991

Major 1: Mathematics Major 2: Geography

### WORK EXPERIENCE

Tax Preparer – Accounting Technologies, Mona Blair CPA PLLC January 2012 – April 2017

Downtown Development Authority (DDA) Director – Milan, Michigan July 1997 – April 1999

Graduate Assistant - Eastern Michigan University September 1995 – April 1997

### COMMUNITY SERVICE

Planning Commission, Plymouth Township, Michigan Commissioner – September 1999 – present Secretary – March 2003 – present

Tax Counselor – American Association of Retired Persons (AARP) Volunteer – January 2010 – April 2012

Plymouth Community Arts Council (PCAC), Plymouth, Michigan Board of Directors – October 2009 – August 2011

Board of Review (BOR), Plymouth Township, Michigan Chairperson – March 2005 – December 2008 Member – March 1999 – December 2008

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING JUNE 27, 2017

# APPOINTMENT OF WILLIAM PRATT AS PLANNING COMMISSION LIAISON TO THE ZONING BOARD OF APPEALS 3 YEAR TERM



# CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: June 27, 2017

ITEM: Appointment of William Pratt to the position of Planning Commission Liaison to the Zoning Board of Appeals for a term which will expire on June 30, 2020.

**PRESENTER:** Kurt Heise, Supervisor

### **BACKGROUND:**

It is customary for the Township to appoint individuals to serve on the Planning Commission at the recommendation of the Supervisor, and with the approval of the Charter Township of Plymouth Board of Trustees.

**ACTION REQUESTED: Approve** 

**RECOMMENDATION:** Approve the recommendation as submitted.

PROPOSED MOTION: I move to approve the appointment of Township Resident and Planning Commissioner William Pratt to the Zoning Board of Appeals as the Planning Commission Liaison for a term that will expire on June 30, 2020.

Moved b	y:		Se	conded by: _			
ROLL C	ALL:						
CC	, RD	, GH	, JV	, KH	, MC	, JD	



## CHARTER TOWNSHIP OF PLYMOUTH

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### **MEMORANDUM**

To:

**Board of Trustees** 

From:

Supervisor Kurt L. Heise

Re:

Appointment of Bill Pratt as the Planning Commission Representative to

the Zoning Board of Appeals

Date:

June 20, 2017

I am recommending the appointment of Bill Pratt as the Planning Commission representative to the Zoning Board of Appeals. Mr. Pratt has been recommended to this position by the Planning Commission and its Chairman, Dennis Cebulski.

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING JUNE 27, 2017

# ITEM F.9 BOSCH STORM DRAIN AGREEMENT RESOLUTION #2017-06-27-24

# CHARTER TOWNSHIP OF PLYMOUTH STAFF REQUEST FOR BOARD ACTION

ITEM:	F.9		
	Storm Dra	ain Agreement and Resolution	

Meeting Date:

June 27, 2017

ACTION: Consider Storm Drain Agreement and Resolution as required by Wayne County

**DEPARTMENT/PRESENTER(S):** Patrick Fellrath, P.E., Director of Public Utilities David E. Richmond, P.E., Spalding DeDecker Associates

**BACKGROUND:** Wayne County requires the Township to accept jurisdiction of storm water management systems constructed to comply with the Wayne County Storm Water Management Ordinance and Administrative Rules. The Storm Drain Agreement passes this responsibility on to the owners of the property benefitted by the drainage improvements.

BUDGET/TIME LINE: Final project close out is subject to approval of agreement by the Township.

**RECOMMENDATION:** Approval

PROPOSED MOTION: Move to adopt Resolution <u>2017-06-27-24</u> authorizing the Township Supervisor to sign the Wayne County Permit M-48907 and approve the Storm Drain Agreement with ROBERT BOSCH, LLC and authorize the Township Supervisor and Clerk to execute same.

### Engineering & Surveying Excellence since 1954

### **MEMORANDUM**

DATE:

June 20, 2017

TO:

Jerry Vorva, Clerk

Plymouth Charter Township 9955 North Haggerty Road Plymouth, Michigan 48170

FROM:

David E. Richmond, P.E.

RE:

**Bosch Stormwater Agreement** 

SDA JOB NO.:

PL14-109 Bosch Phase 2

Please find the enclosed Stormwater Agreement for the referenced project. The enclosed document is in a format approved by the Township Attorney. It has been executed by the property owner.

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

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

Enclosure



### Warren C. Evans Wayne County Executive

June 7, 2017

Mr. Kurt Heise Charter Township of Plymouth 9955 N. Haggerty Road Plymouth, MI 48170

Re: Maintenance of Storm Water Management

Robert Bosch South Parking Expansion

Dear Mr. Heise:

Enclosed are the Storm Water Maintenance Permit M-48907 and Exhibits A & B.

Please sign and date the enclosed maintenance permit and request Council to pass a Resolution as required by the Wayne County Storm Water Ordinance.

http://www.way.necounty.com/doe\_wqm\_res\_stormwm\_standards.htm

Please return complete packet to Wayne County Permit Office. An executed copy of this permit with exhibits will be returned to your attention.

If you have any questions or concerns, you may contact me at 734.595.6504, extension 2002.

Sincerely,

Janice Clarke

Permit Coordinator

RECTIVED

JUN 12 2017

PLYMOUTH TWP CLERK'S OFFICE





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

RESOLUTION	2017-06-27-24
STORM DRAIN AGREEMENT -	

Whereas, the Plymouth Charter Township has been requested by Robert Bosch, LLC, a Michigan Corporation, to assume jurisdiction and maintenance of a certain storm drain (or storm sewer, as the case may be); and

Whereas, the Wayne County Department of Public Services for the County of Wayne is agreeable to such request and has prepared a Permit No. M-48907 to be entered into by said Wayne County Department of Public Services, the Plymouth Charter Township and Robert Bosch, LLC., for the purposes therein stated; and

Whereas, the Plymouth Charter Township is under no legal duty to assume such jurisdiction and maintenance or to enter into the aforesaid Permit for the particular benefit of Robert Bosch, LLC., and the property served by the storm drain and it is necessary for the public health, safety and welfare that said storm drain be maintained and such maintenance be without cost or expense to the Plymouth Charter Township; and

Whereas, Robert Bosch, LLC., has willingly and freely affirmed the desire and intent to execute and record instruments for the purpose of insuring that the Plymouth Charter Township will be held harmless from all costs and expenses in any way pertaining to the Plymouth Charter Township assuming the afore described maintenance and jurisdiction or to the aforesaid Permit being executed by the Plymouth Charter Township.

NOW, THEREFORE, BE IT RESOLVED that the Plymouth Charter Township shall assume jurisdiction and maintenance of the storm drain servicing the premises at the street address of 15000 North Haggerty Rd., Plymouth Twp., MI. 48170 and owned by Robert Bosch, LLC.

FURTHER, BE IT RESOLVED that the Supervisor and Clerk of the Plymouth Charter Township are authorized and empowered to execute Permit No. M-48907 of the Wayne County Department of Public Services in behalf of the Plymouth Charter Township; and

FURTHER, BE IT RESOLVED that the Supervisor and Clerk of the Plymouth Charter Township are authorized and empowered to execute the Storm Drain Agreement in behalf of the Plymouth Charter Township together with Robert Bosch, LLC. in the form and substance of the instrument presented to this Board.

Present:	[Clinton, Curmi, Dempsey, Doroshewitz, Heise, Heitman, Vorva]
Absent:	[None]
Moved by:	
Supported by:	
	Roll Call Vote
Ayes:	[All]
Nays:	[None]
Adopted:	Regular Meeting –
Resolution No:	
	Certification
STATE OF MICHIG	GAN )
	)
COUNTY OF WAY	NE )
I hereby certify that the office.	e foregoing is a true copy of the above Resolution, the original of which is on file in my
	Jerry Vorva, Clerk Charter Township of Plymouth

### STORM DRAIN AGREEMENT

THIS AGREEMENT, made and entered into this day of	, A.D., 20 , by
and between the PLYMOUTH CHARTER TOWNSHIP, a Municipal Corporation, 9955	North Haggerty
Road, Plymouth, Michigan 48170, hereinafter referred to as "TOWNSHIP", and Rob	ert Bosch, LLC
whose address is 38000 Hills Tech Drive, Farmington Hills, MI. 48170 hereinafter	r referred to as
"PROPRIETOR", in consideration of the TOWNSHIP adopting a Resolution assuming	jurisdiction and
maintenance of a certain storm drain, a copy of which is attached as Exhibit A and	incorporated by
reference, and executing a certain Permit, a copy of which is attached as Exhibit B and	incorporated by
reference, with the WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES, COUNTY	ΓΥ OF WAYNE,
MICHIGAN, a public body corporate, providing certain duties and obligations und	lertaken by the
TOWNSHIP in respect to a storm drain for the ultimate proximate benefit of PROPR	IETOR and the
special benefit of land within the PLYMOUTH CHARTER TOWNSHIP, County of Way	ne and State of
Michigan, hereinafter termed "SPECIALLY BENEFITED DISTRICT", described as:	

Property Tax I.D.: R-78-021-99-0001-702 & R-78-021-99-0025-000

Property Address: 15000 North Haggerty Rd., Plymouth Twp., MI 48170

### Legal Description:

A Parcel of land being part of the previously described "Overall 76.16 Acre Parcel" and the previously described "Parcel No. 78-021-99-0025-000", being lands in Section 24, Town 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan, being more particularly described as: Commencing at the Northeast Corner of said Section 24; thence along the North line of said Section 24, also being the centerline of 5 Mile Road, S86°32'42"W, 990.57 feet to the POINT OF BEGINNING; thence S01°29'48"E, 60.00 feet; thence S86°18'09"E, 667.02 feet to the westerly right-of-way line of the I-275 and M-14 interchange; thence along the said Westerly line the following six (6) courses:

- 1) S29°00'45"W, 1926.12 feet;
- 2) S41°18'24"W, 667.26 feet;
- 3) S42°40'52"W, 555.57 feet;
- 4) S56°55'33"W, 556.57 feet;
- 5) S75°21'36"W, 385.28 feet;
- 6) S85°55'42"W, 195.00 feet to the East line of Haggerty Road; thence along said East line the following seven (7) courses:
- 1) N20°17'53"E, 89.13 feet;
- 2) S87°03'05"W, 6.18 feet;
- 3) N22°39'34"E, 281.70 feet:
- 4) N22°48'35"E, 441.29 feet;
- 5) N22°48'46"E, 117.48 feet;
- 6) N23°03'07"E, 634.98 feet;
- 7) N22°40'56"E, 1006.53 feet;

thence N87°01'58"E, 855.77 feet; thence N00°13'24"W, 679.66 feet to the aforementioned North line of Section 24, also being the centerline of 5 Mile Road; thence along said North line, N86°32'42"E, 279.40 feet to the POINT OF BEGINNING. Containing +/- 74.12 acres of land. Subject to the rights of the public over the Northerly 60 feet as occupied by 5 Mile Road, and subject to easements and restrictions of record, if any.

and said storm drain, or the portion thereof, being assumed for jurisdiction and maintenance, is pictorially set forth on attached Exhibit B, incorporated by reference.

NOW, THEREFORE, in consideration of the foregoing and of these presents, TOWNSHIP and PROPRIETOR agree as follows:

- The PROPRIETOR shall prepare and submit to the TOWNSHIP for review and approval by the TOWNSHIP, in its sole discretion, all construction and as built plans and specifications for the storm drains as the TOWNSHIP may require.
- 2. Upon completion of the PROPRIETOR'S construction, payment by the PROPRIETOR of the TOWNSHIP'S inspection and review fees, and submission of approved as built plans and specifications, the TOWNSHIP shall assume jurisdiction of the storm drain and maintain the same at its own cost and expense, subject to complete reimbursement of the same by the owners (at any time hereafter) of all lands in the aforedescribed SPECIALLY BENEFITED DISTRICT and subject to such security and bonds as the TOWNSHIP may require of the PROPRIETOR.
- 3. The PROPRIETOR and the owners, their agents, heirs, successors and assigns, of all lands in the SPECIALLY BENEFITED DISTRICT shall defend, indemnify and save harmless from risk of loss and all expenses, costs, interest, actual attorneys' fees, settlement sums and judgments, if any, the TOWNSHIP from any claims, demands, actions, damages and injuries of any kind, nature or description which may hereafter at any time be made against the TOWNSHIP, whether directly or indirectly, on account of, arising from or occurring as a result of the design, construction, use, maintenance, repair, discharge to, violation of the Clean Water Act, or operation, or the omission of any of the same, of the storm drain and the appurtenances, connections, attachments and appliances thereof.

The PROPRIETOR and the owners, their agents, heirs, successors and assigns, shall be subject to the provisions of Ordinance No. 99, which provides, in pertinent part, for the creation of liens upon the SPECIALLY BENEFITED DISTRICT in favor of TOWNSHIP for any and all amounts unpaid by the SPECIALLY BENEFITED DISTRICT to the TOWNSHIP as a result of any claims, demands, actions, damages and injuries of any kind, nature or description which may hereafter at any time be made against the TOWNSHIP, whether directly or indirectly, on account of, arising from or occurring as a result of the design, construction, use, maintenance, repair or operation, or the omission of any of the same, of the storm drain and the appurtenances, connections, attachments and appliances thereof.

- 4. The PROPRIETOR, and the successors and assigns of same, and the owners of all lands in the SPECIALLY BENEFITED DISTRICT shall fully and faithfully perform each and all of the particular and the general conditions of the Permit, being Exhibit B.
- 5. PROPRIETOR shall constitute the following language as a restriction and covenant running with all of the land described as the SPECIALLY BENEFITED DISTRICT and binding upon all owners of said lands, and their agents, heirs, assigns and successors:

(b) The owner(s) of the land, and their agents, heirs, successors and assigns, shall be jointly and severally liable for all costs and expenses incurred by the PLYMOUTH CHARTER TOWNSHIP, together with reasonable charges for its administration, supervision and management, in inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drain which is the subject of paragraph (a), immediately hereinbefore set forth. Such costs, expenses and charges shall be due and owing upon the PLYMOUTH CHARTER TOWNSHIP communicating the same in writing to the last known address of said PROPRIETOR filed with the Township Clerk and to the address of owner(s) as set forth on the then existing tax roll by first class mail, postage prepaid, and a proof of service of said mailing shall be conclusive evidence of the fact of actual notice to all persons, firms, corporations, associations or entities to whom such mailing was addressed. The foregoing shall not be the exclusive right or remedy of the PLYMOUTH CHARTER TOWNSHIP, rather all rights an remedies otherwise provided to the PLYMOUTH CHARTER TOWNSHIP by statute, ordinance, agreement or other provisions of this instrument shall be available to the PLYMOUTH CHARTER TOWNSHIP.

Further, the PROPRIETOR shall forthwith record this Storm Drain Agreement with the Wayne County Register of Deeds at PROPRIETOR'S sole cost and expense and furnish to the TOWNSHIP satisfactory evidence of such recording.

Wherever in this instrument the term "storm drain" is utilized, it shall be read to mean the same as "storm sewer".

IN WITNESS WHEREOF, the parties hereto have caused this Storm Drain Agreement to be executed by their respective, duly-authorized officers and their seals to be affixed hereto all as of the day and year first above written.

PROPRIETER

Robert Bosch, LLC  By: AL Weel
Andrew Wolf  Its: FCH-Fjh, Ply
By: mut
Its: V.P. Technical & Engineering Services
PLYMOUTH CHARTER TOWNSHIP
Ву:
Kurt Heise
Its: Supervisor
Ву:
Jerry Vorva
Ite: Clark

STATE OF MICHIGAN	)
)ss. COUNTY OF WAYNE	)
by Andrew Wolf, FCH-Fh, P	nent was acknowledged before me this 28 day of November, 2014 y and Jerry Smith, V.P. Technical & Engineering Services of Robert Boso, on behalf of the Corporation.
	Notary Public County, Michigan My Commission Expires: 08-23-2019  Poxanne L. Priebe
	ROXANNE L PRIEBE Notary Public - Michigan Oakland County My Commission Expires Aug 23, 2019 Acting in the County of Walk
STATE OF MICHIGAN)	The second second
)ss. COUNTY OF WAYNE	)
20 by Kurt He	nent was acknowledged before me this day of se, Supervisor of Plymouth Charter Township and Jerry Vorva, Clerk , a Michigan municipal corporation, on behalf of the Plymouth Chart
	Notary Public
	Wayne County, Michigan My Commission Expires:
When recorded, return to:	Drafted by:
Jerry Vorva, Clerk Plymouth Charter Tov 9955 North Haggerty Plymouth, MI 48170	

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

72 HOURS BEFORE ANY CONSTRUCTION, CALL



### **WAYNE COUNTY** DEPARTMENT OF PUBLIC SERVICES

PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

ISSUE DATE

REVIEW No.

PERMIT No

M-48907

**EXPIRES** 

6/7/2017

WORK ORDER

R 16-073

FOR INSPECTION

PROJECT NAME

MAINTENANCE PERMIT FOR ROBERT BOSCH-SOUTH PARKING EXPANSION

15000 HAGGERTY ROAD (SE CORNER OF HAGGERTY & FIVE MILE ROADS)

CITY/TWP

**PLYMOUTH** 

PERMIT HOLDER

CONTRACTOR

**PLYMOUTH TOWNSHIP** 9955 N HAGGERTY RD

PLYMOUTH TOWNSHIP, MI 48170-4673

CONTACT

CONTACT

KURT HEISE

(248) 348-5800

<BLANK>

DESCRIPTION OF PERMITTED ACTIVIT

(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7181, www.missdig.org)

PERMIT TO MAINTAIN THE STORM WATER MANAGEMENT SYSTEM IN ACCORDANCE WITH THE DRAWING ATTACHED AS EXHIBIT "A", THE TERMS OF THE LONG-TERM MAINTENANCE PLAN ATTACHED AS EXHIBIT "B" AND THE WAYNE COUNTY STORM WATER ORDINANCE AND ADMINISTRATIVE RULES. A RESOLUTION FROM THE PLYMOUTH TOWNSHIP TO MAINTAIN THE PROPOSED STORM WATER MANAGEMENT SYSTEM AND ITS FACILITIES IS REQUIRED.

THE CITY OF PLYMOUTH SHALL ASSUME JURISDICTION OVER AND ACCEPT RESPONSIBILITY FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM(S) TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED AND CONSTRUCTED. THE PERMIT HOLDER'S RESPONSIBILITIES UNDER THIS PERMIT SHALL INCLUDE, WITHOUT LIMITATIONS, (A) ANY MONITORING AND PREVENTIVE MAINTENANCE ACTIVITIES SET FORTH IN THE PLAN; (B) ANY AND ALL REMEDIAL ACTIONS NECESSARY TO REPAIR, MODIFY OR RECONSTRUCT THE SYSTEM AND © OTHER ACTIVITIES OR RESPONSIBILITIES FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM AS MAY BE SET FORTH IN THE ORDINANCE, ADMINISTRATIVE RULES, THE PLAN OR THIS PERMIT.

THE CITY OF PLYMOUTH SHALL PERFORM ALL MONITORING, MAINTENANCE, REMEDIAL AND OTHER RESPONSIBILITIES REQUIRED BY THE WAYNE COUNTY ORDINANCE, ADMINISTRATIVE RULES, THE PLAN AND THIS PERMIT, IN PERPETUITY AND AT ITS SOLE COST EXPENSE.

THE CITY OF PLYMOUTH SHALL PREPARE, EXECUTE AND (IF NECESSARY) RECORD ANY AND ALL AGREEMENTS, CONTRACTS AND OTHER DOCUMENTS THAT MAY BE REQUIRED TO PERFORM ITS OBLIGATIONS HEREUNDER AND ENSURE MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM IN PERPETUITY.

IF WAYNE COUNTY FINDS IT NECESSARY TO ADJUST OR RELOCATE ALL OR ANY PORTION OF THE PERMITTED STORM WATER MANAGEMENT SYSTEM, THE PERMIT HOLDER SHALL CAUSE THIS ADJUSTMENT OR RELOCATION TO BE ACCOMPLISHED AT NO EXPENSE TO THE COUNTY. PRIOR TO ANY WORK BEING PERFORMED IN THE RIGHT-OF-WAY, A PERMIT SHALL BE SECURED FROM THE WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PERMIT OFFICE.

APPROVED PLANS PREPARED BY

REQUIRED ATTACHMENTS

ROBERT BOSCH CORP

EXHIBIT A. MAP DEPICTING PHYSICAL LIMITS OF STORM WATER MGT SYSTEM

PLANS APPROVED BY

EXHIBIT 'B': LONG TERM MAINTENANCE PLAN

Razi, M.

EXHIBIT 'C'. BINDING AGREEMENT (COMMUNITY RESOLUTION)

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit-Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit-is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps. Specifications and Statements filed with the Permit. Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

PERMIT HOLDER NAME

PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

# EXHIBIT "A" ( page 1 of 3) PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM

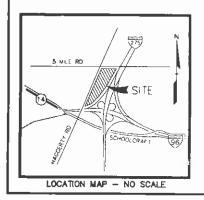
### LEGAL DESCRIPTIONS

(Per Professional Engineering Associates)

24A1, AA1A, AA1B, B1, BB1A, C1, D1, FF1A1, G1A, G2A, G3A1, G 3A2A, H2A, J1A1, J1A1B, J1B2, J1B3, J1B4A PT OF SEC 24 T1S R8E DESC AS BEG S 86D 32M 42S W 990.57 FT FROM NE. CO R OF SEC 24 TH S 01D 29M 48S E 60.00 FT; TH S 86D 18M 09S E 667.20 FT; TH S 29D 00M 45S W 1926.12 FT; TH S 41D 18M 24S W 667.26 FT; TH S 42D 40M 52S W 555.57 FT; TH S 56D 5 5N 33S W 556.57 FT; TH S 75D 21M 36S W 385.28 FT; TH S 85D 55M 42S W 195.00 FT; TH N 20D 17M 53S E 89.13 FT; TH S 87D 03M 05S W 6.18 FT; TH N 22D 39M 34S E 281.70 FT; TH N 22D 48 M 35S E 28.64 FT; TH S 87D 13M 54S W 66.52 FT; TH N 22D 48 M 35S E 298.62 FT; TH S 67D 09M 36S E 171.79 FT; TH N 87D 45M 43S E 150.37 FT; TH N 03D 02M 52S W 162.75 FT; TH S 87D 04M 46S W 263.13 FT; TH N 22D 48M 46S E 164.48 FT; TH N 23D 03M 04S E 634.92 FT; TH N 22D 40M 58S E 977.60 FT; TH N 8 7D 01M 58S E 922.33 FT; TH N 00D 13 24S W 679.66 FT; TH N 86 D 32M 42S E 279.40 FT P08 EXC N 60 FT OF THE W 279.40 FT THEREOF 74.21 NET 1.57 ROW 75.78 TOTAL AC

Combined on 02/14/20 08 from R-78-021-99-0001-701, R-78-021-99-0026-000, R-78-021-99-0027-000, R-78-023-99-0023-002, R-78-023-99-0023-003, R-78-023-99-0024-001, R-78-024-99-0002-0 03 Into R-78-021-99-0001-702

Sec. 24 T1S, R8E Plymouth Wayne Township County



ROBERT BOSCH, LLC

38000 HILLS TECH DRIVE
FARMINGTON HILLS, MI, 48331

EXHIBIT 'A' STORM WATER MANAGEMENT SYSTEM
ROBERT BOSCH P.U.D.

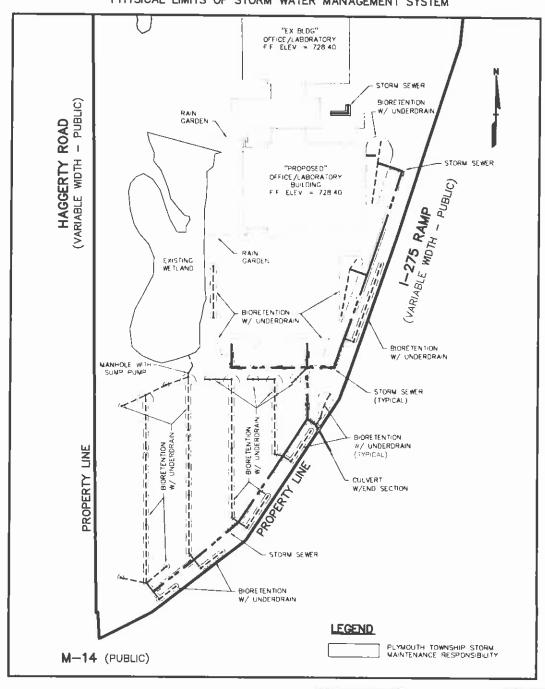
15070 NORTH-HAGGERTY ROAD
PLYWOUTH TOWNSHIP, WAYNE COLVET, MICHOAN

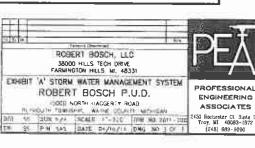
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DES SS SUR N/A SCALE NORE 1008 708 2011-200

TWY, MI 48087-1072 2448 (689-9000)

EXHIBIT "A" ( page 3 of 3)
PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM





### EXHIBIT "B"

### STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

Property Information:

ROBERT BOSCH P.U.D. 15000 NORTH HAGGERTY ROAD PLYMOUTH TOWNSHIP, MI, 48170

Applicant/Property Owner:

ROBERT BOSCH, LLC ANDREW WOLF (FCH-Fh, Ply) 248-876-1384 38000 HILLS TECH DRIVE FARMINGTON HILLS, MI, 48331

WCDPS PLAN REVIEW NO. R18-073 WCDPS PERMIT NO. : M-

### A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this Long-term Maintenance Plan (Plan) is depicted on Exhibit A to the Permit and includes without limitation the storm sewers, swales, manholes, catch basins, storm water injets, blo-detentions, outlet structures, sump pump and closed conduits that convey flow from the Robert Bosch storm sewer systems into the adjacent wetlands and existing ditch within M.D.O.T. right-of-way.

For purposes of this Pian, this storm water management system (SWMS) and all of its components as shown an Exhibit A series is referred to as the Robert Bosch P.U.D. SWMS

### B. Time Frame for Long—Term Maintenance Responsibility

Robert Bosch, LLC is responsible for maintaining the Robert Bosch P.U.D. SWMS, including complying with applicable requirements of the Plymouth Township soil erosion and sedimentation control program, until the Township, releases the construction permit. Long-term maintenance responsibility for the Robert Bosch P.U.D. SWMS commences when defined by the maintenance permit issued by Wayne County. Long-term maintenance continues in perpetuity.

### C. Manner of Ensuring Maintenance Responsibility

Plymouth Township has assumed responsibility for the long—term maintenance of the Robert Bosch P.U.D. SWMS. The resolution by which Plymouth Township has assumed maintenance responsibility is attached to the Permit as Exhibit C. Robert Bosch, LLC through an agreement to reimburse for maintenance, repairs, restoration and any necessary construction of the SWMS (the "Maintenance Agreement) with Plymouth Township has agreed to perform the maintenance activities required by this plan. Plymouth Township retains the right to enter the property and perform the necessary maintenance of the Robert Bosch P.U.D. SWMS if Robert Bosch, LLC falls to perform the required maintenance activities.

To ensure that the Robert Bosch P.U.D. SWMS is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit A), this Plan (Exhibit B), the resolution attached as Exhibit C, and the Maintenance Agreement between the Township and the Property Demwill be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded document will be provided to the Township and Wayne County.

### D. Long-Term Maintenance Plan and Schedule

Table 1 Identifies the maintenance activities to be performed, organized by category (monitoring/inspections, presentative maintenance, and remedial actions). Table 1 also identifies site—specific work needed to ensure that the starm water management system functions properly.

While performing maintenance, chemicals should not be applied to the blo-detention, watercourses or anywhere in the 25' buffer strip around surface waters and along watercourses.

ound surface waters and along watercourses.		14	10/	100	/.	13	36	Ζ,	1	/z/\$/
		180	S/ .	100	8 8 E	\F.	3/	15	8/2	<i>\$\\$\</i>
	13	SE!	1/3	Soul of the state		35/	8/	8	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
MAINTENANCE ACTIVITIES	100	2/2	/40	/ *		4/9	7.	<u>/</u>	5/4 50U	ENCY:
Inspect for sediment occumulation**	X	X		IXI	Ι×	Т	Τ-	×		Annually
Inspect for erasion and integrity of banks and berms		X	×	X		×	×	Ŕ		Annually and after major events
inspect for floolables, dead vegetation and debris	×	X		x	l <sub>×</sub>	Ť	Ϋ́	×		Annually and after major ments
Inspect oil components during wet weather and compare to as-built plans	X	X	×	×	×	×	×	1	×	+ ·
Monitor plantings/vegetation		X		×			X	X		2 times a year
Ensure means of occess for maintenance remain clear/open	×	X	X	×	X	×	X	X		Annually
PREVENTIVE MAINTENANCE					_	-	_		۰.,	
Mowing		X				F	Х	П		Up to 2 limes/year+
Remove accumulated sediment	X	X		×	Х			X	П	As needed-e
Remove floatables, dead vegetation and debrie		X		X		$\vdash$	X	-	П	As needed
Remove invasive plant species		X		×		$\vdash$	Х	X	П	Annually
Sweeping of povernment surfaces (streets and parking areas)						$\vdash$		П	×	As needed
Re-apply/replace mulch layer				×				X		Re-apply every 8 months: Replace every 2 years
Replace subsurface components (i.e. soll, underdrain, etc.)				X				X	П	Every 5 years or when water ponds more than 6 hours
REMEDIAL ACTIONS						_	_			
Repair/stabilize areas of erasion		X	X	$\times$		×	X	X	П	As needed
Replace dead plantings, bushes, trees		X		×		$\Box$	X	X	$\Box$	An needed
Research barna caregos		$\times$		X	$\neg$	$\Box$	X	×		As needed
Structural repairs or replacement in kind	×		×		×	×		П	×	
Make adjustments/repairs to ensure proper functioning	×	X	×	×	X	$\times$	X	×	×	As needed
Oil and gasaline spills				$\neg$	$\neg$	П		$\neg$	X	Immediately

. NOT TO EXCEED THE LENGTH ALLOWED BY TOWNSHIP ORDINANCE

BIORETENTION TO BE CLEANED OF ALL ACCUMULATED SEDIMENT UPON COMPLETION OF CONSTRUCTION ACTIVITIES AND FROM THEN ON, INSPECT AND MAINTAIN THE BIORETENTION SYSTEMS PER SCHEDULE RECOMMENDATIONS.

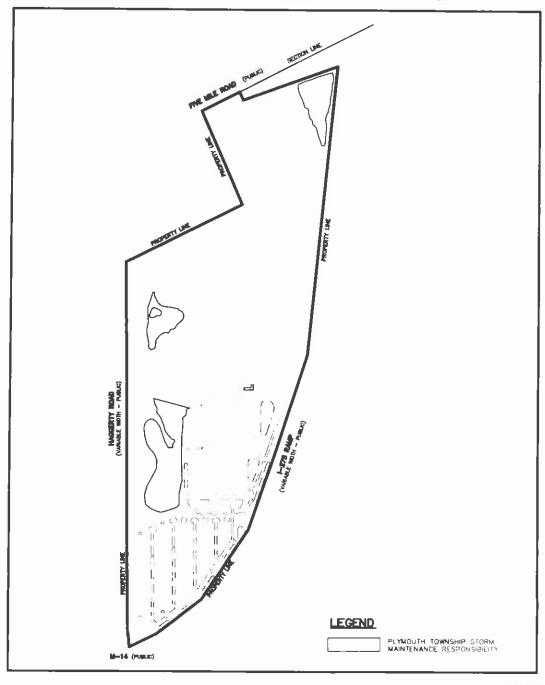
ROBERT BOSCH, LLC 38000 HILLS TECH DRIVE		 
ROBERT BOSCH, LLC	ko é, Ok	Dote

EXHIBIT 'B' STORM WATER MANAGEMENT SYSTEM ROBERT BOSCH P.U.D.



2430 Rochester Ct. Suite 1 Troy, MI 48083-1872 (248) 689-9090

EXHIBIT "A" ( page 2 of 3)
PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM





| ROBERT BOSCH P.U.D. | 15000 AORTH AGGERTY ROOM | 15000 AORTH AGGERT AGGERT

200 2430 Rochester CL State 100 Troy, MI 48083-1872 3 (248) 689-9090

ASSOCIATES