

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

Tuesday, April 10, 2018,
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 _____

B. PLEDGE OF ALLEGIANCE

- C. SWEARING IN OF NEW POLICE OFFICERS AND PROMOTION
OF TWO EXISTING OFFICERS.**

**PROCLAMATION FOR RECOGNITION OF NATIONAL PUBLIC
SAFETY TELECOMMUNICATORS WEEK**

- D. APPROVAL OF AGENDA**
Tuesday, April 10, 2018

E. APPROVAL OF CONSENT AGENDA

- E.1 Approval of Minutes:**
Regular Meeting – Tuesday, March 27, 2018
- E.2 Acceptance of Communications, Resolutions, Reports:**
n/a
- E.3 Approval of Township Bills:**

FUND	ACCT	ALREADY PAID	TO BE PAID	TOTAL:
General Fund	101	\$397,828.16	\$59,516.30	\$457,344.46
Solid Waste Fund	226	2,322.16	14.73	2,336.89
Improvement Revolving (Capital)	246	.00	.00	.00
Drug Forfeiture Fund	265	.00	.00	.00
Drug Forfeiture State	266	.00	.00	.00

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

Tuesday, April 10, 2018,
7:00 PM



Drug Forfeiture IRS	267	.00	.00	.00
Golf Course Fund	510	146.64	.00	146.64
Senior Transportation	588	4,098.47	.00	4,098.47
Water/Sewer Fund	592	38,306.34	55,944.46	94,250.80
Trust and Agency	701	.00	.00	.00
Police Bond Fund	702	2,899.00	.00	2,899.00
Tax Pool	703	.00	.00	.00
Special Assessment Capital	805	.00	.00	.00
TOTALS:		\$445,600.77	\$115,475.49	\$561,076.26

F. PUBLIC COMMENTS AND QUESTIONS

G. NEW BUSINESS

1. Planned Unit Development (PUD) Ordinance Text Amendment Approval, **Resolution #2018-04-10-12** - Planning Coordinator Laura Haw
2. Consideration of Offer for Five Mile Road Property - Supervisor Heise and Steve Gordon.
3. Lawn Maintenance Services and Turf Fertilization Bid Consideration - Building Director Mark Lewis
4. Letter of Understanding with Dispatcher Union – Lieutenant Brothers and Supervisor Heise
5. Purchase of Nine (9) Whelen CenCom Sapphire Control Heads for Police Department - **Resolution #2018-04-10-13** - Lieutenant Daniel Kudra

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

Tuesday, April 10, 2018,
7:00 PM



6. Purchase of .45 Caliber Glock Handguns, Tactical Lights and Glock Magazines for the Police Department, **Resolution #2018-04-10-14** – Lieutenant Daniel Kudra
7. Purchase of Three (3) Stalker Radar Units for the Police Department, **Resolution #2018-04-10-15** – Lieutenant Daniel Kudra
8. Purchase of .45 Caliber Ammunition for the Police Department, **Resolution #2018-04-10-16** – Lieutenant Daniel Kudra
9. Purchase of Ten (10) L3 In-Car Video Systems for the Police Department, **Resolution #2018-04-10-17** – Lieutenant Daniel Kudra
10. Appointment of Trustee Jack Dempsey to the Election Commission for a term expiring on November 20, 2020, **Resolution #2018-04-10-18** – Clerk Vorva
11. Appointment of Trustee Gary Heitman to the Election Commission for a term expiring on November 20, 2020, **Resolution #2018-04-10-19** – Clerk Vorva
12. Draft PARC/PARA Concession Agreement Term Sheet – Discussion Only – Supervisor Heise and Board Members
13. Local Governing Body Resolution for Plymouth-Canton Choir Boosters Inc., **Resolution #2018-04-10-20** – Clerk Vorva

H. SUPERVISOR AND TRUSTEE COMMENTS

I. PUBLIC COMMENTS AND QUESTIONS

J. 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
REGULAR MEETING
April 10, 2018**

**ITEM D
APPROVAL OF AGENDA
TUESDAY, APRIL 10, 2018**

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
April 10, 2018**

**ITEM E.1
APPROVAL OF CONSENT AGENDA
APPROVAL OF MINUTES
TUESDAY, MARCH 27, 2018**

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, MARCH 27, 2018**

PROPOSED MINUTES

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

MEMBERS PRESENT: Kurt Heise, Supervisor
Mark Clinton, Treasurer
Charles Curmi, Trustee
Robert Doroshewitz, Trustee
Gary Heitman, Trustee
Jerry Vorva, Clerk

MEMBERS ABSENT: Jack Dempsey, Trustee

OTHERS PRESENT: Patrick Fellrath, Dir. of Public Utilities
Dan Phillips, Fire Chief
Jon Brothers, Police Lieutenant
Kevin Bennett, Township Attorney
Sandra Groth, Deputy Clerk
Amy Hammye, Deputy Treasurer
Cynthia Kushner, Accountant
Sue Brams, Executive Assistant to the Supervisor
Sarah Visel, Solid Waste & Public Serv. Coord.
Alice Geletzke, Recording Secretary
54 Members of the Public

B. PLEDGE OF ALLEGIANCE - Led by Foster Yancy

C. APPROVAL OF AGENDA - Tuesday, March 27, 2018

Supervisor Heise asked to reverse the order of Items 7 and 8 and Clerk Vorva noted that the resolution number has been added for Item 4 under New Business.

Moved by Trustee Heitman and seconded by Clerk Vorva to approve the agenda for the Board of Trustees regular meeting of March 27, 2018 as amended. Ayes all.

D. APPROVAL OF CONSENT AGENDA

D.1 Approval of Minutes:

Regular Meeting – Tuesday, February 27, 2018

D.2 Acceptance of Communications, Resolutions, Reports:

Building Department Monthly Report - February, 2018

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, MARCH 27, 2018**

PROPOSED MINUTES

Fire Department Monthly Report – February, 2018
 Police Department Monthly Report – February, 2018
 Planning Department Monthly Report – February, 2018
 Planning Department Annual Report - 2018
 FOIA Monthly Report – Clerk's Office – February, 2018
 FOIA Monthly Report – Police Department – February, 2018

D.3 Approval of Township Bills:

FUND	ACCT	ALREADY PAID	TO BE PAID	TOTAL:
General Fund	101	\$849,993.24	\$79,685.16	\$929,678.40
Solid Waste Fund	226	7,644.97	102,872.15	110,517.12
Improvement Revolving (Capital)	246	.00	.00	.00
Drug Forfeiture Fund	265	.00	.00	.00
Drug Forfeiture State	266	.00	175.00	175.00
Drug Forfeiture IRS	267	.00	.00	.00
Golf Course Fund	510	3,156.51	702.52	3,859.03
Senior Transportation	588	8,208.49	546.17	8,754.66
Water/Sewer Fund	592	652,417.39	6,864.46	659,281.85
Trust and Agency	701	.00	7,633.75	7,633.75
Police Bond Fund	702	12,735.00	.00	12,735.00
Tax Pool	703	.00	.00	.00
Special Assessment Capital	805	29.65	.00	29.65
TOTALS:		\$1,534,360.25	\$198,304.21	\$1,732,664.46

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, MARCH 27, 2018**

PROPOSED MINUTES

Moved by Trustee Heitman and seconded by Trustee Curmi to approve the consent agenda for the Board of Trustees regular meeting of March 27, 2018. Ayes all.

E. PUBLIC COMMENTS AND QUESTIONS

Bob James expressed his appreciation for the transparency of Board members and expressed his displeasure toward efforts of those who lost the election, such as robo-calls.

Doreen Sharpe expressed her hope that the PARC question will go on the ballot so the people can decide and expressed her support for the project.

F. NEW BUSINESS

1. Storm Drain Agreement for DD Helm, LLC, Wayne County Permit M-48693, **Resolution #2018-03-27-08**, Engineer David Richmond

David Richmond of Spalding DeDecker explained that this agreement passes the responsibility for the storm water management systems for the Michigan Manufacturing Technology Center to the owners of the property benefitted by the drainage improvements.

Moved by Trustee Curmi and seconded by Trustee Doroshewitz to adopt **Resolution #2018-03-27-08** authorizing the Township Supervisor to sign the Wayne County Permit M-48693 and approve the Storm Drain Agreement with DD Helm, LLC, and authorize the Township Supervisor and Clerk to execute same. Ayes all on a roll call vote.

2. Planned Unit Development (PUD) Amendment Review and Discussion – Laura Haw and Attorney Bennett

Ms. Haw noted working with the Planning Commission to update the ordinance, their holding of two public hearings, and their recommendation to the Board of Trustees for consideration. The goal would be to return at another Board meeting for one reading for Board approval.

3. Trash, Recycle and Yard Waste Contract for Township Properties, **Resolution #2018-03-27-09** – Sarah Visel, Solid Waste Coordinator

Ms. Visel answered questions regarding the bids received.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, MARCH 27, 2018**

PROPOSED MINUTES

Moved by Supervisor Heise and seconded by Clerk Vorva to accept the low bid for Plymouth Township facilities trash, recycle and yard waste collection as submitted by Advanced Disposal Services on February 20, 2018, **Resolution #2018-03-27-09**, contingent upon approval by the Board of Trustees of a service agreement. Ayes all on a roll call vote.

4. Engineering and Design Services Contract - Patrick Fellrath, Director of Public Services

Moved by Trustee Heitman and seconded by Treasurer Clinton to approve **Resolution #2018-03-27-11**, authorizing the attached proposal from Spalding DeDecker Associates, Inc., for an amount not to exceed \$18,250 for updating the Township's Engineering Design Standards. Ayes all on a roll call vote.

Copies of the Resolutions referred to above are available in the Clerk's office for public perusal.

5. Recreation Master Plan Draft Approval and Setting of 30 Day Public Review and Comment Period – Supervisor Heise

Steve Anderson, Recreation Director of the City of Plymouth, and Leah M. Groya of Living Lab addressed the Board regarding the time line moving forward with the Recreation Master Plan.

Supervisor Heise noted the availability of the plan in the Clerk's office for public perusal, as well as on the web site. Suggestions were also made to place a copy in the library and in the next e-news.

Moved by Clerk Vorva and seconded by Trustee Curmi that the Board of Trustees approve the draft Joint Recreation Master Plan, and release the draft for public review and comment for a period of thirty (30) days commencing April 5, 2018 and ending May 5, 2018. Ayes all on a roll call vote.

6. Solid Waste Budget Review - Accountant Kushner

Board members discussed the proposed budget with Accountant Kushner, which included suggestions for rate increases to increase the fund balance, to be considered later, perhaps when water rates are being considered.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, MARCH 27, 2018**

PROPOSED MINUTES

Moved by Trustee Curmi and seconded by Clerk Vorva to approve the proposed Solid Waste Budget for the 2018 Fiscal Year. Ayes all on a roll call vote.

7. Computer Leasing Agreement with Dell Financial Services, **Resolution #2018-03-27-10** – Treasurer Clinton

Treasurer Clinton advised that the leasing agreement would allow replacement flexibility and more predictable spending.

Moved by Trustee Doroshewitz and seconded by Trustee Heitman that the Board of Trustees approve the Computer Leasing Agreement with Dell Financial Services and authorize the Supervisor and Clerk to sign all necessary agreements and certificates as required, **Resolution #2018-03-27-10**. Ayes all on a roll call vote.

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

8. Fire Pension Dispute Update – Supervisor Heise

Supervisor Heise updated the Board on recent meetings with Mayor Oliver of the City of Plymouth. His last offer to the Mayor was \$1.3 million. The accountants for both the City and the Township had agreed that the best estimate was \$1.45 million. Supervisor Heise noted he is also concerned that the City offer some type of acknowledgement agreement that any future MERS payments attributable to the City be paid by the City. They would also have to drop any claims.

Mayor Oliver's last remaining counter offer was \$800,000 and their 2010 fire engine, valued around \$300,000 for a total of \$1.1 million. Chief Phillips noted that the truck appeared in excellent condition, though he would prefer that the truck be reviewed by the manufacturer for verification.

In light of the cost of litigation and possible statute of limitations issues, Supervisor Heise recommended settlement at \$1.1 million, as did Attorney Bennett, along with a MERS acknowledgement agreement by the City. He would recommend payment by the end of the calendar year.

Board members discussed further various aspects of coming to an agreement and conferred with Attorney Bennett regarding attempting collection. With regard to interest accrual from the date of the settlement, Attorney Bennett indicated the amended agreement did not contain a provision for interest but if the Township gets a

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, MARCH 27, 2018**

PROPOSED MINUTES

judgment against the City, post-judgment interest going back to the date of filing the complaint will accrue to the extent the City does not pay after the judgment is entered.

Resident Bill Carter urged agreement rather than going to court.

Susan Bondie had questions about how further involvement with the City in other projects will resonate with residents if this is not settled.

Sandra Groth, speaking as a resident of Plymouth Township and one who lived through the negotiations on the fire contract, urged taking it out of the realm of politics so it can be settled and enable working together.

Moved by Clerk Vorva and seconded by Treasurer Clinton to authorize the Township Supervisor to offer a final settlement to the City of \$1.1 million, a lump sum settlement for the pension dispute, and that the City has until April 3 to respond. If the City does not respond, the Supervisor is authorized to terminate the tolling agreement.

ROLL CALL: AYES: Vorva, Clinton, Heise, Heitman
NAYS: Curmi, Doroshewitz
EXCUSED: Dempsey

Motion carried.

9. Plymouth Arts and Recreation Complex (PARC) Authority Update and Discussion
– Supervisor Heise and Members of the Township Board

Supervisor Heise updated Board members on meetings held and questions asked and concerns raised, especially regarding PARA, the recreation authority. He indicated meetings will continue and information shared, perhaps having an in-depth PARC discussion at the Board meeting on April 24.

Board members continued discussions on make-up of the authority and other issues. It was noted that ballot wording would have to be into Wayne County by May 1 for the August election and July 1 for the November election.

Supervisor Heise explained that the procedure would be to authorize the creation of the authority under the State statute, appoint members to the authority. The authority would then go to Wayne County and request a millage, determining the amount and the language. If the millage fails, the authority would be dissolved. The millage would have to pass in both communities in order to continue.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, MARCH 27, 2018**

PROPOSED MINUTES

Don Soenen spoke, objecting to the misinformation circulated by the robo-calls and clarified that the \$30 million was not just for the theater, but for the entire project.

Ann Lafond, Susan Bondie, Bill Carter, Sheila Pitten, and Judy Mardigian spoke in support of the PARC project and how it will enrich the community. Mary Weidel and Walt Coleman expressed their concerns regarding the project. Eileen Coleman expressed her indecision regarding the project and her need for additional information.

G. SUPERVISOR AND TRUSTEE COMMENTS

Supervisor Heise spoke out regarding misleading information on the robo-calls.

Trustee Doroshewitz gave an update on meetings of the golf course committee.

Trustee Heitman spoke out against the robo-calls.

H. PUBLIC COMMENTS AND QUESTIONS – There were none.

I. CLOSED SESSION

At 10:16 p.m. Clerk Vorva moved that a closed session be called in accordance with OMA Section 8(h) for the purpose of evaluating and discussing an attorney opinion letter relative to options and legal issues regarding the sale of the DPW building. Seconded by Trustee Heitman. All on a roll call vote.

J. RETURN TO OPEN SESSION

At 10:55 p.m. Trustee Heitman moved that the Board return to open session. Seconded by Clerk Vorva. Ayes all on a roll call vote.

K. ADJOURNMENT

Moved by Trustee Heitman and seconded by Clerk Vorva to adjourn the meeting at 10:56 p.m.

Jerry Vorva, Township Clerk

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
April 10, 2018**

**ITEM E.3
APPROVAL OF CONSENT AGENDA
APPROVAL OF TOWNSHIP BILLS**

BOARD DATE

4/4/2018

FUND NAME

FUND NUMBER

TOTAL
INC PAYROLLPAYROLL &
INVOICES PAID
PRIOR TO MEETINGINVOICES PAID
AFTER BOARD REVIEW

GENERAL FUND	101	457,344.46	397,828.16	59,516.30
SWD	226	2,336.89	2,322.16	14.73
IMPROV. REV.	246	-	-	
DRUG FORFEITURE	265	-	-	
DRUG FORFEITURE	266	-	-	
DRUG FORFEITURE	267	-	-	
GOLF COURSE FUND	510	146.64	146.64	
SENIOR TRANSPORATION	588	4,098.47	4,098.47	
WATER & SEWER	592	94,250.60	38,306.34	55,944.46
TRUST& AGENCY	701	-	-	
POLICE BOND FUND	702	2,899.00	2,899.00	
TAX POOL	703	-	-	
SPECIAL ASSESS CAPITAL	905	-	-	
TOTALS		561,076.26	445,600.77	115,475.49
GRAND TOTAL		561,076.26		

Charter Township of Plymouth AP Invoice Listing - Board Report

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VENDOR INFORMATION

INVOICE INFORMATION

ALLIE BROTHERS UNIFORMS			Invoice Amount:	\$64.48
Accessories Lt. Randall			Check Date:	04/10/2018
	101-336-758.000	Accessories for Lt. Randall		64.48
ALLIE BROTHERS UNIFORMS			Invoice Amount:	\$527.92
Uniforms for FF N. Hansen			Check Date:	04/10/2018
	101-336-758.000	Uniforms for FF N. Hansen		527.92
APOLLO FIRE EQUIPMENT			Invoice Amount:	\$35.04
shut off handle			Check Date:	04/10/2018
	101-336-851.000	90020002 shutoff handle		35.04
APOLLO FIRE EQUIPMENT			Invoice Amount:	\$7,544.00
Gear for 4 FF's			Check Date:	04/10/2018
	101-336-978.000	Sets of coats & pants gear		7,544.00
ASSOCIATED NEWSPAPERS OF MICHIGAN			Invoice Amount:	\$37.14
RFP for Labor & Employment Law Services Ad - p			Check Date:	04/10/2018
	101-215-813.000	RFP Labor & Equipment Svcs 3/22/18		37.14
ASSOCIATED NEWSPAPERS OF MICHIGAN			Invoice Amount:	\$28.90
ZBA Meeting 4/5/18 - ad printed 3/22/18 - 032-0			Check Date:	04/10/2018
	101-215-813.000	ZBA Meeting 4/5/18		28.90
ASSOCIATED NEWSPAPERS OF MICHIGAN			Invoice Amount:	\$42.11
Public Hearing Notice Cluster Housing Option			Check Date:	04/10/2018
	101-801-813.000	Public Hearing Notice: Cluster Housing		42.11
ASSOCIATED NEWSPAPERS OF MICHIGAN			Invoice Amount:	\$37.14
RFP for Labor & Employment Law Services			Check Date:	04/10/2018
	101-215-813.000	RFP Labor&Employment Law Svcs		37.14
NAPA Auto Parts of Plymouth			Invoice Amount:	\$170.90
Supplies for PRV Maint. and tools			Check Date:	04/10/2018
	592-291-851.000	Boos Pac		139.99
	592-291-851.000	14in DR QR Ratchet		13.09
	592-443-937.000	Sand pad		2.86
	592-443-937.000	Sand paper		14.96
B & R JANITORIAL SUPPLY			Invoice Amount:	\$20.00
VACUUM REPAIR			Check Date:	04/10/2018
	101-265-776.000	INVOICE 181094		20.00
B & R JANITORIAL SUPPLY			Invoice Amount:	\$148.81
JANITORIAL SUPPLY - INV 181093			Check Date:	04/10/2018
	101-265-776.000	INVOICE 181093		66.96
	101-265-858.000	INVOICE 181093		4.46
	101-305-776.000	INVOICE 181093		37.20
	101-325-727.000	INVOICE 181093		7.44
	101-336-776.000	INVOICE 181093		2.98
	592-172-776.000	INVOICE 181093		22.33
	101-325-727.400	INV 181093		7.44
CODE SAVVY CONSULTANTS LLC			Invoice Amount:	\$255.00
FIRE ALAME SYSTEM POOF SLINKY			Check Date:	04/10/2018
	101-377-639.000	INVOICE 17945605 HELM		255.00

Charter Township of Plymouth AP Invoice Listing - Board Report

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VENDOR INFORMATION

INVOICE INFORMATION

CORRIGAN OIL COMPANY			Invoice Amount:	\$2,206.20
Fuel 3/14/18			Check Date:	04/10/2018
	592-291-863.000	Gas 87 - Ethanol		1,224.20
	592-291-863.000	Dyed Ultra Low Sulfur #2 Mx		968.41
	592-291-863.000	Fuel Tax Recap		13.59
JACK DOHENY COMPANIES INC			Invoice Amount:	\$421.30
Parts to repair vactor			Check Date:	04/10/2018
	592-291-851.000	Tiger tail		33.50
	592-291-851.000	Mounting tab kit		69.30
	592-291-851.000	Craw for attaching		221.00
	592-291-851.000	Control valve 3 WA FTV-3P		47.50
	592-291-851.000	Control valve 4 WA MUTV-5		50.00
EHLERS HEATING & AIR CONDITIONING			Invoice Amount:	\$830.42
Furnace Repairs at Township Park Maintenance B			Check Date:	04/10/2018
	101-691-931.000	Dispatch Fee		149.00
	101-691-931.000	Inducer Motor		681.42
EHLERS HEATING & AIR CONDITIONING			Invoice Amount:	\$686.25
Furnace Repairs at Township Park Main Pavilion/			Check Date:	04/10/2018
	101-691-931.000	Dispatch Fee		149.00
	101-691-931.000	Blower motor		467.69
	101-691-931.000	Single Run Capacitor		69.56
EHLERS HEATING & AIR CONDITIONING			Invoice Amount:	\$618.12
furnace inducer motor Sta#1			Check Date:	04/10/2018
	101-336-776.000	Sta#1 furnace inducer motor		618.12
WADE-TRIM OPERATIONS SERVICES			Invoice Amount:	\$135.00
Joint Crack Sealing Con. Adm 1/28/18-2/24/18			Check Date:	04/10/2018
	101-446-818.000	Joint Crack Sealing Con. Adm		135.00
WADE-TRIM OPERATIONS SERVICES			Invoice Amount:	\$560.00
Manhole Adjustment Program 1/28/18 - 2/24/18			Check Date:	04/10/2018
	592-291-973.090	Manhole Adjustment Program		560.00
GHD, Inc.			Invoice Amount:	\$9,746.48
Condition Assessment 1/31/18-2/16/18			Check Date:	04/10/2018
	592-291-938.000	Condition Assessment 1/31/18-2/16/18		9,746.48
GHD, Inc.			Invoice Amount:	\$40,339.80
SAW Grant Billing 1/23/18-2/5/18			Check Date:	04/10/2018
	592-172-973.080	SAW Grant 1/23/18-2/5/18		40,339.80
HALT FIRE INC			Invoice Amount:	\$1,219.25
USAR 4 new alternator			Check Date:	04/10/2018
	101-336-863.000	USAR 4 new alternator		1,219.25
J & B MEDICAL SUPPLY INC			Invoice Amount:	\$475.00
Lucas suction cups			Check Date:	04/10/2018
	101-336-836.000	Lucas 3 suction cups		475.00
J & B MEDICAL SUPPLY INC			Invoice Amount:	\$885.43
medical supplies			Check Date:	04/10/2018
	101-145-30.000	101-145-30.000		28.06
	101-133-816.000	101-133-816.000		79.40

Charter Township of Plymouth AP Invoice Listing - Board Report

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VENDOR INFORMATION

INVOICE INFORMATION

	101-336-836.000	INTNAT NEEDLELESS 15 DROP	81.00
	101-336-836.000	INTNAT NEEDLELESS 60 DROP	80.00
	101-336-836.000	GD 50 TEST STRIPS	82.50
	101-336-836.000	END TUBES	34.00
	101-336-836.000	PDI SANI CLOTH	50.19
	101-336-836.000	DEF ELECTRODES	213.00
	101-336-836.000	GLU GEL	53.25
	101-336-836.000	3M ACE BAND	45.75
	101-336-836.000	SAFETY GLASSES	56.16
	101-336-836.000	TUBE UNC 5.0MM	54.70
	101-336-836.000	Tape 1" x 10 yd	27.42
J & B MEDICAL SUPPLY INC		Invoice Amount:	\$28.06
medical supplies		Check Date:	04/10/2018
	101-336-836.000	AMBU PED SPUR	28.06
KNIGHT TECHNOLOGY GROUP, INC.		Invoice Amount:	\$150.00
Firewall monitoring Mar 2018 - Inv# 10888		Check Date:	04/10/2018
	101-290-941.000	Firewall Monitoring - Mar 2018	150.00
KNIGHT TECHNOLOGY GROUP, INC.		Invoice Amount:	\$720.00
IT Support - Fire St 1 Switch Replacement - Inv #1		Check Date:	04/10/2018
	101-290-941.000	Fire Dept Data Switch Setup and Install	720.00
LARSON, OSCAR W. CO.		Invoice Amount:	\$415.00
HS&E		Check Date:	04/10/2018
	592-172-818.000	Labor	405.00
	592-172-818.000	Freight	10.00
MERCHANTS & MEDICAL CREDIT CORP, IN		Invoice Amount:	\$38.54
Collection fees		Check Date:	04/10/2018
	101-336-959.000	collection fees	38.54
Metro Sign, Inc.		Invoice Amount:	\$1,795.93
PARKING LOT LIGHTS		Check Date:	04/10/2018
	101-265-776.000	INVOICE SVO-15619	1,795.93
MICHIGAN LINEN SERVICE		Invoice Amount:	\$84.35
Uniforms		Check Date:	04/10/2018
	592-172-758.000	Uniforms 3/16/18	84.35
MUNICIPAL WEB SERVICES		Invoice Amount:	\$40.00
Constant Contact Subscription Feb 2018		Check Date:	04/10/2018
	101-290-941.000	List Serve Constant Contact - Feb 2018	40.00
OFFICE DEPOT		Invoice Amount:	\$23.24
Office Supplies		Check Date:	04/10/2018
	101-215-727.000	Avery Shipping Labels #6876	23.24
OFFICE DEPOT		Invoice Amount:	\$28.18
Office Supplies		Check Date:	04/10/2018
	101-215-727.000	Self Inking "ID Checked" Stamp	23.39
	101-215-727.000	Self Inking Stamp Re-ink Fluid - Red	4.79
OFFICE DEPOT		Invoice Amount:	\$138.59
Office Supplies PARTIAL INV #5253089001 115		Check Date:	04/10/2018
	101-215-727.000	1000 Self-Inking Stamp	49.98
	101-215-727.000	1000 Wheelwriter Black Correctable Ribbon	48.36

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	101-215-727.000	Lift-off Correction Tape-IBM Wheelwriter	27.96
	101-215-727.000	Self Inking "Posted" Stamp	12.29
OFFICE DEPOT		Invoice Amount:	\$18.84
2018 planner		Check Date:	04/10/2018
	101-215-727.000	2018 weekly planner	18.84
OFFICE DEPOT		Invoice Amount:	\$653.13
Office Supplies, 10 cases copy paper		Check Date:	04/10/2018
	101-215-727.000	copy paper	417.60
	101-215-727.000	toner for Ricoh Aficio SP 5210DN	170.99
	101-215-727.000	post it notes 1.5 x 2	4.60
	101-215-727.000	bags for Fellowes c-480c shredder	46.19
	101-215-727.000	Avery 11127 tab dividers - month	13.75
PHILLIPS PRO SYSTEMS, LLC		Invoice Amount:	\$695.61
(2) Revolabs Collar Worn Microphone Transmitter		Check Date:	04/10/2018
	101-215-978.001	Collar Worn Microphone Transmitters	659.61
	101-215-978.001	Shipping/Handling Charge	36.00
CITY OF PLYMOUTH		Invoice Amount:	\$92.91
DMS Services/ Other 2018		Check Date:	04/10/2018
	101-446-731.000	Yards of Salt 2/5/18	92.91
CITY OF PLYMOUTH		Invoice Amount:	\$464.55
DMS Services/ Other 2018		Check Date:	04/10/2018
	101-446-731.000	Yards of Salt 1/2/18	92.91
	101-446-731.000	Yards of Salt 1/3/18	92.91
	101-446-731.000	Yards of Salt 1/4/18	92.91
	101-446-731.000	Yards of Salt 1/15/18	92.91
	101-446-731.000	Yards of Salt 1/16/18	92.91
PLYMOUTH RUBBER & TRANSMISSION		Invoice Amount:	\$34.88
parts for station hoses Sta#2		Check Date:	04/10/2018
	101-336-776.000	parts for station #2 hoses.	34.88
PRINTING SYSTEMS INC		Invoice Amount:	\$1,275.00
Utility bills - Per quote dated 2/27/18		Check Date:	04/10/2018
	592-172-730.000	Post card utility bills-1,000 per box	1,175.00
	592-172-730.000	Shipping charge	100.00
SENIOR ALLIANCE, THE		Invoice Amount:	\$2,224.00
FY 2018 Match - for 2017 statistics		Check Date:	04/10/2018
	101-101-885.000	FY 2018 Match-for 2017 Stats	2,224.00
SUNTEL SERVICES		Invoice Amount:	\$659.00
DPW phone system 3/28/18-3/28/19		Check Date:	04/10/2018
	592-172-853.000	Startalk flash/horstar	659.00
UPS		Invoice Amount:	\$14.73
Postage - SWD Commerical License & Decals		Check Date:	04/10/2018
	226-226-810.000	Postage-License/Decals - Adv Disposal	4.90
	226-226-810.000	Postage-license/decals - Republic	4.90
	226-226-810.000	Postage-license/decals - Waste Mgmt	4.93
W.J. O'NEILL COMPANY		Invoice Amount:	\$490.00
PERFORM STATE OF MI 2018-2019		Check Date:	04/10/2018
	101-105-776.000	2018-2019	215.60

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INVOICE INFORMATION

	101-336-776.000	INVOICE 19686	19.60
	592-172-776.000	INVOICE 19686	44.10
	101-265-776.000	INVOICE 19686	210.70
<hr/>			
WCA ASSESSING		Invoice Amount:	\$22,760.17
Appraisal Services Rendered April 2018		Check Date:	04/10/2018
	101-209-818.000	Appraisal Services Rendered	18,853.50
	101-209-818.000	Co-Star Services	156.67
	101-209-818.000	Appraisal Personnel	3,750.00
<hr/>			
CARR'S OUTDOOR SERVICES		Invoice Amount:	\$15,164.09
Joint Crack Sealing Program Certificate No. 6		Check Date:	04/10/2018
	101-446-818.000	Joint Crack Sealing Program Cert. no 6	15,164.09
<hr/>			
Total Amount to be Disbursed:			\$115,043.49

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M H R BILLING SERVICES

Monthly Billing Fee

101-336-959.000

Monthly Billing Fee

INVOICE INFORMATION

Invoice Amount:

\$432.00

Check Date:

04/09/2018

432.00

Total Amount to be Disbursed:

\$432.00

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INVOICE INFORMATION

ALERUS FINANCIAL		Invoice Amount:	\$3,530.72
Defined Contribution - March 30, 2018		Check Date:	04/04/2018
101-325-714.050	Define Contribution -Dispatch (Employer)		1,268.76
101-100-231.000	Employee Cont -all		882.68
101-305-714.030	Define Contribution-Police (ER)		1,379.28
BUONO, DUANE		Invoice Amount:	\$3,640.50
MARCH 2018 MECH INSP PAY		Check Date:	04/04/2018
101-371-818.000	MARCH 2018 MECH INSP PAY		3,640.50
HEILEMAN, JAMES		Invoice Amount:	\$3,620.25
MARCH 2018 ELECTRICAL INSPECTOR		Check Date:	04/04/2018
101-371-818.000	MARCH 2018 ELEC		3,620.25
M E R S		Invoice Amount:	\$117,489.38
MERS -March 2018 Employee AND Employer		Check Date:	04/04/2018
101-100-231.030	COAM - Employee Contrib		5,012.69
101-100-231.030	POAM - Employee Contrib		14,501.63
101-100-231.020	FIRE - Employee Contrib		13,081.57
101-100-231.050	DISPATCH - Employee Contrib		4,340.27
101-305-714.030	COAM - Employer Contrib		15,625.22
101-305-714.030	POAM - Employer Contrib		22,130.00
101-336-714.020	FIRE - Employer Contrib		36,931.00
101-325-714.050	DISPATCH - Employer Contrib		5,867.00
JOHN HANCOCK LIFE INSURANCE CO.		Invoice Amount:	\$4,601.37
JOHN HANCOCK EMPLOYEE CONTRIB 3-30-18 (s		Check Date:	04/04/2018
101-100-231.000	Employee Contribution (EEMBT)(LEVND)		4,601.37
JOHN HANCOCK LIFE INSURANCE CO.		Invoice Amount:	\$16,577.38
JOHN HANCOCK EMPLOYER PEN MATCH 3-30-18		Check Date:	04/04/2018
588-588-714.010	Friendship Station (Boyce)		230.63
101-171-714.010	Supervisor's Office		1,515.06
101-201-714.010	IT Services (Janks)		563.36
101-215-714.010	Clerk's Office		1,780.89
101-253-714.010	Treasurer's Office		954.29
101-305-714.010	Police Dept.		1,211.73
101-325-714.010	Dispatch		286.99
101-336-714.020	Fire Dept		3,193.14
101-336-714.010	Fire (Admin) (Jowsey)		249.75
101-371-714.010	Building Dept.		1,486.36
101-265-714.010	Township Hall (Haack)		238.39
592-172-714.010	Public Services (Admin)		761.63
226-226-714.010	Solid Waste (Vise)		299.81
592-291-714.040	DPW		3,805.35
JOHN HANCOCK LIFE INSURANCE CO.		Invoice Amount:	\$96.60
Monthly Premium--March 2018 - Jowsey		Check Date:	04/04/2018
101-100-237.000	Monthly Premium-Jowsey, Richard- 3/18		96.60
MUNSON, STEVE		Invoice Amount:	\$1,314.50
MARCH 2018 PLUMING INSP PAY		Check Date:	04/04/2018
101-371-818.000	MARCH 2018 ELEC INSP PAY		1,314.50
NATIONAL VISION ADMINISTRATORS LLC		Invoice Amount:	\$1,281.46
Vision Coverage April 2018		Check Date:	04/04/2018
101-141-714.010	VISION COV - Dept.		1,281.46

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101-201-714.000	IT Dept.	13.34
101-215-714.000	Clerk's Dept.	18.46
226-226-714.000	Solid Waste Dept.	13.34
101-253-714.000	Treasury Dept.	22.57
101-265-714.000	Township Hall (Haack)	9.23
101-305-714.000	Police Dept.	280.00
101-325-714.000	Dispatch	108.74
101-336-714.000	Fire Dept.	247.70
101-371-714.000	Building Dept.	49.25
588-588-714.000	Senior Transportation (Boyce)	13.34
592-172-716.000	DPW	47.16
101-305-714.500	Police RETIREES	93.31
101-325-714.500	Dispatch RETIREES	9.23
101-336-714.500	Fire RETIREES	209.19
101-290-714.500	Non Specific RETIREES	75.86
592-172-716.500	DPW RETIREES	56.39
NATIONWIDE RET SOL USCM/MIDWEST		Invoice Amount: \$17,186.31
Nationwide - Contribs. for payending 3/25/18- spr		Check Date: 04/04/2018
101-100-239.000	Contributions for payending 3/25/18	17,186.31
Total Amount to be Disbursed:		\$169,338.47

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DTE ENERGY			Invoice Amount:	\$39.27
FS # 2 Service- January 2018			Check Date:	03/28/2018
	101-336-921.000	FS #2 Electric Service January 2018		39.27
COMCAST			Invoice Amount:	\$164.85
Monthly Cable and Internet Township Hall April 2			Check Date:	03/28/2018
	101-290-941.000	Township Hall Cable/Internet service		164.85
DTE ENERGY			Invoice Amount:	\$106.53
Hilltop Golf Course Pumphouse February 2018			Check Date:	03/28/2018
	510-510-737.000	Hilltop Golf Course Pumphouse		106.53
DTE ENERGY			Invoice Amount:	\$179.10
Baseball Diamonds -February 2018			Check Date:	03/28/2018
	101-691-921.000	Baseball Diamonds		179.10
DTE ENERGY			Invoice Amount:	\$40.11
DTE Service January 2018 - 12250 Beck Road (Check Date:	03/28/2018
	510-510-737.000	12250 Beck RoadSept. -Jan 2018 (HTGC)		40.11
A T & T LONG DISTANCE			Invoice Amount:	\$89.19
Long Distance Allocation -February 2018			Check Date:	03/28/2018
	101-201-853.000	-info services		6.10
	101-209-853.000	Assessing		3.64
	101-371-853.000	Building		10.15
	101-336-853.000	Fire		16.03
	101-171-853.000	Supervisor		9.49
	101-253-853.000	Treasurer		0.10
	101-215-853.000	Clerk		4.73
	101-371-853.500	Community Development (Planning)		3.78
	101-325-853.000	Dispatch		6.11
	101-265-854.000	Township Hall		1.45
	101-691-853.000	Park		1.13
	592-172-853.000	DPW		2.25
	101-305-853.000	Police		16.23
STATE OF MICHIGAN			Invoice Amount:	\$250.00
Payment for Township Historical Marker Fee -3-28			Check Date:	03/28/2018
	101-290-914.000	Township Historical Marker Fee		250.00
Total Amount to be Disbursed:				\$869.05

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INVOICE INFORMATION

35TH DISTRICT COURT			Invoice Amount:	\$300.00
POLICE BOND 03/20/2018			Check Date:	03/24/2018
	702-100-087.000	6047		300.00
19TH DISTRICT COURT			Invoice Amount:	\$2,000.00
POLICE BOND 03/26/2018			Check Date:	03/24/2018
	702-100-087.000	6049		2,000.00
35TH DISTRICT COURT			Invoice Amount:	\$599.00
POLICE BOND 03/26/2018			Check Date:	03/24/2018
	702-100-087.000	6051		104.00
	702-100-087.000	6052		200.00
	702-100-087.000	6053		95.00
	702-100-087.000	6054		200.00
Total Amount to be Disbursed:				\$2,899.00

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
April 10, 2018**

**ITEM F
PUBLIC COMMENTS AND
QUESTIONS**

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
April 10, 2018**

**ITEM G.1
PLANNED UNIT DEVELOPMENT
ORDINANCE TEXT AMENDMENT
RESOLUTION #2018-04-10-12
FIRST READING**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD CONSIDERATION

MEETING DATE: April 10, 2018

ITEM: Proposed Text Amendment 014 to Zoning Ordinance No. 99,
Article 23: Planned Unit Development (PUD) . First Reading, Resolution #2018-04-10-12

PRESENTER: Mrs. Laura Haw, AICP, Planning Director

BACKGROUND:

Plymouth Township provides for Planned Unit Developments (PUD) in Article 23 of the Zoning Ordinance. PUD's are a type of development and regulatory process that typically permits a developer with an increase in intensity and uses, with some degree of flexibility from traditional zoning requirements, in exchange for a higher quality development that benefits the overall community. The PUD is a type of overlay district which is applied at the time a project is approved. Common benefits of a PUD include more efficient and creative site design, community amenities, the preservation of open space, etc.

The purpose of the proposed Text Amendment 014 is to institute revised, best practices for a PUD. The PUD Option is designed to permit flexibility in the regulation of land development, encourage innovation in land use and variety in design, layout and type of structures constructed, achieve economy and efficiency in the use of land, natural resources, energy and the provisions of public services and utilities, encourage useful open space, and provide better housing, employment and shopping opportunities particularly suited to the needs of the residents of the Township of Plymouth.

RECOMMENDATION:

To approve the proposed Text Amendment 014, as recommended by the Planning Commission.

MODEL RESOLUTION:

I move to approve the text of Zoning Ordinance No. 99, in accordance with the proposed Text Amendment 014 for Article 23: Planned Unit Development (PUD). First Reading, Resolution #2018-04-10-12.

Enclosed: Proposed Text Amendment 014 for Article 23: Planned Unit Development (PUD) of Zoning Ordinance No. 99

RESOLUTION #2018-04-10-12
Charter Township of Plymouth
Ordinance No. 99.029
Text Amendment 014

AN ORDINANCE TO AMEND THE TEXT OF THE CHARTER TOWNSHIP OF PLYMOUTH ZONING ORDINANCE NO. 99 BY AMENDING ARTICLE 23, PLANNED UNIT DEVELOPMENT.

The Charter Township of Plymouth Ordains:

Part 1. The Charter Township of Plymouth Zoning Ordinance No. 99 is hereby amended as follows:

ARTICLE XXIII, PLANNED UNIT DEVELOPMENT

Replace the existing language of Article 23 with the following:

ARTICLE XXIII, PLANNED UNIT DEVELOPMENT (PUD)

PURPOSE

It is intended that the PUD Option permit flexibility in the regulation of land development, encourage innovation in land use and variety in design, layout and type of structures constructed, achieve economy and efficiency in the use of land, natural resources and the provisions of public services and utilities, encourage useful open space and pedestrian and non-vehicular interconnectivity, and provide a more desirable living environment with housing, employment, recreation and/or commercial opportunities particularly suited to the needs of the residents of the Township of Plymouth in the following zoning districts: C-2, Commercial; IND, Industrial; MR, Mid-Rise; OS, Office Service; OR, Office Research; and TAR, Technology and Research on parcels of one (1) acre or greater where the basic principles set forth in this Article are met.

It is understood that the PUD Option may be consistent with the planning goals of the Township only in specific locations, under specific conditions, related to height, bulk and location of buildings in accordance with sound planning and site plan principles. It is further the intent that that any uses permitted by a PUD Option be compatible and consistent with the availability of utilities, both existing and planned, for the area in which the PUD is proposed and best planning practices.

Further, the PUD Option shall also be available in the ARC, Ann Arbor Road Corridor District, and OS-ARC, Office Service-Ann Arbor Road Corridor District, subject to certain conditions applicable only to properties located within those districts. The purpose of allowing this flexibility within the Ann Arbor Road Corridor is to:

1. Achieve a higher quality of development than would otherwise be achieved.

2. Encourage assembly of lots and redevelopment of outdated commercial properties.
3. Encourage in-fill developments on sites that would be difficult to develop according to conventional standards because of lot shape or size, abutting development, accessibility, or other site features.
4. Ensure compatibility of design and function between neighboring properties.
5. Encourage developments that are consistent with the Ann Arbor Road Corridor Plan, and the conditions of Section 23.10B, General Conditions for Sites in the ARC and OS-ARC Districts.

It is not intended that the use of the PUD Option in the ARC and OS-ARC Districts should detract from the primary function and use of the Ann Arbor Road Corridor as a commercial area, but rather it is intended only to provide some flexibility within the Corridor.

For purposes of this Article, references to the "Township" shall include both the Planning Commission and Board of Trustees. References to the "Development Plan" shall include the tentative and final site plan, together with the PUD Contract, applicable Condominium Project Documents, and all requirements of Section 23.5.

SEC. 23.1 PUD OPTION ELIGIBILITY

The PUD Option is an alternative method of development that may be permitted only after a public hearing, review and recommendation by the Planning Commission, and approval by the Township Board of Trustees after having found that the proposed PUD Option reflects the following eligibility principles:

1. The proposal is in conformity with the spirit and intent of the PUD Option as established in the Purpose Section of Article 23.
2. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the PUD Option regulations.
3. The site contains natural assets such as large stands of trees, rolling topography, significant views, swale areas, floodplains or wetlands which would be in the best interest of the community to preserve and which would otherwise be substantially destroyed without application of the PUD Option regulations. In the case of a proposed PUD Option to an existing, developed site which is absent of said natural features, this requirement can be satisfied by the creation of natural features and areas, gateways, and community amenities.
4. The site contains certain existing natural or manmade features which could, with sound site planning, be incorporated into the project to minimize any negative impact the proposed project might have on adjacent properties and the community as a whole. This includes the long-term protection of historic and cultural resources and significant architecture worthy of historical / cultural preservation and/or enhancement, if applicable.
5. The (a) proposed uses; (b) location of said uses; and (c) height, bulk, location and character of structures shall be in harmony with the existing and proposed land patterns of adjacent properties, and the general planning area, and shall insure the stability of the orderly development of adjacent

lands and the general planning area as indicated by the Future Land Use Plan and adopted Master Plan.

6. The proposed uses and the location of said uses on the subject property shall be such that traffic to and from the site will not be hazardous or adversely impact abutting properties or conflict with the normal traffic flow of the general area. In reviewing this particular aspect, the Township shall consider the following:
 - (a) Conflicts with convenient routes for pedestrian traffic, particularly of children.
 - (b) The relationship of the site to major thoroughfares and street intersections.
7. The intensity of uses associated with the proposal and such noises, vibrations, odors, glare, reflection of light, heat, hours of operation and other external effects which would normally be a product of the proposed uses, shall be compatible with the existing land uses of the abutting properties and shall insure the stability of the orderly development of same as indicated in the Future Land Use Plan and adopted Master Plan.
8. In consideration of an existing, developed site only, the PUD would facilitate redevelopment of a site which may be aging, functionally obsolete or be such that the Commission finds that redevelopment would create substantial benefit to the Township, consistent with the adopted Master Plan.

SEC. 23.2 CHANGE OF ZONING DISTRICT

No application for a PUD Option shall be accepted which will require a zoning district change, unless the application is preceded by an application for a zoning district amendment.

SEC. 23.3 APPLICATION AND REVIEW

Application for approval shall be made by the titleholder(s) of any tract where use of the PUD Option process is contemplated. The application shall be accompanied by a fee determined by Township Board resolution to cover the cost of evaluating the plan in accordance with the provisions of this Article.

Adjacent Property Review. The applicant shall discuss said development proposal with adjacent property owners prior to Planning Commission review of the PUD Option. As part of the PUD Option application process, the applicant shall provide written documentation on the outcome of said discussions or documentation on why said discussion is not applicable or feasible.

SEC. 23.4 PUD OPTION ELIGIBILITY APPLICATION

Application for a PUD Option shall contain sufficient information to evaluate the proposed PUD's consistency with the Section 23.1, including the following information:

1. A metes and bounds survey and legal description of the acreage comprising the proposed PUD Option, including a disclosure of mineral rights ownership.
-

2. Topographic survey, including natural and manmade features at a scale of one inch equals fifty feet (1"=50'), with a contour interval not to exceed two (2) feet.
3. Site analysis, which identifies the character, structure and potential of the site as it relates to this Article, including areas adjacent to the subject property and sufficient information about the nearby properties, so that a determination can be made by the Planning Commission and Board as to the impact of the proposed PUD on the general planning area in which the PUD is located. The analysis shall include as a minimum the following:
 - (a) Contiguous Land Uses and Offsite Impacts. Indicate type and impact on adjoining lands, offsite impacts with significant externalities, direction and distance to community facilities, show public transportation routes related to site.
 - (b) Topography. Indicate basic topography, any unique ground forms and percent of slope.
 - (c) Drainage. Natural watershed (direction), drainage swales and swamp areas.
 - (d) Soils. Depth of topsoil and type of soils.
 - (e) Vegetation. Locate and identify existing tree masses, locate and identify specimen plant material and indicate type of ground cover.
 - (f) Existing conditions. Structures, utilities and circulation.
 - (g) Special Features. Lakes, streams, ponds, floodplains and wetlands, dramatic views and significant natural, archeological, historical or cultural features.
4. A conceptual Development Plan, which illustrates the general character of the proposed PUD Option. The conceptual Development Plan shall identify the uses proposed and the general location of proposed site improvements such as landscaping, buildings, parking areas, vehicular and pedestrian circulation, open space and any other special features.
5. A description and/or visual of the proposed recognizable and material benefit to the ultimate users of the project and to the community.
6. Other pertinent information necessary to enable the Township to review and make a determination concerning the desirability of applying the provisions of this Article.

SEC. 23.5 DEVELOPMENT PLAN APPLICATION

Following PUD Option approval by the Township Board, a Development Plan application must be submitted.

Information required for Development Plan approval shall be the same as required for site plan approval as found in Section 29.8.2 of this Ordinance or final preliminary plat approval as found in Chapter 93 of the Township Code of Ordinances. The Development Plan shall meet all conditions of Township Board approval, and any final requirements determined necessary by provisions of this Ordinance. Development Plan approval shall be further subject to the following:

1. The final site plan or final preliminary plat for a single phase PUD development shall constitute the Development Plan. For a multi-phased PUD, where sufficient final detail has not been determined or which is expected to change slightly, the Development Plan shall be reviewed and approved as a separate document, and be contingent on approval of the final site plans or final preliminary plats.
2. A written narrative statement describing the proposed PUD, including a description of proposed uses, the architectural theme or style, the relationship of the proposed PUD to the surrounding area, all anticipated impacts associated with the proposed project and measures to be taken to mitigate or minimize such negative impacts (including any environmental impacts or impacts to off-site traffic conditions). The Township may require a more detailed impacts analysis.
3. A PUD contract in conformance with Section 23.8.
4. If the proposed PUD will be a condominium, the Master Deed and By-laws in conformance with Section 23.13.
5. **Phasing**
Separate final site plan approvals may be granted on each phase of an approved multi-phased proposed PUD, subject to the following:
 - (a) The approved Development Plan for the entire proposed PUD shall be incorporated by reference and as an exhibit of the proposed PUD contract for each phase.
 - (b) Each phase shall contain the necessary components to ensure protection of natural resources and the health, safety and welfare of the residents of the surrounding area and users of the proposed PUD.
 - (c) Each phase shall include all improvements necessary to allow the developed portion of the proposed PUD to function and be occupied independent of improvements associated with future phases.

23.6 PUBLIC HEARING REQUIREMENTS

At least one (1) public hearing shall be held by the Planning Commission on a proposed PUD Option in order to acquaint the public and adjoining property owners with the proposal prior to furnishing of detailed plans and specifications by the Applicant. Notice of the public hearing shall be published in a newspaper which circulates in the Township, and sent by mail to all persons to whom real property is assessed within 300 feet of the property that is the subject of the request and to the occupants of all structures within 300 feet of the subject property. The notice shall be given not less than fifteen (15) days before the date the application will be considered. If the name of the occupant is not known, the term "occupant" may be used in making notification. The notice shall:

1. Describe the nature of the PUD Option request.
2. Indicate the property which is the subject of the PUD Option request, including any street addresses, is available.
3. State when and where the PUD Option request will be considered.
4. Indicate when and where written comments will be received concerning the request.

SEC. 23.7 PUD APPROVAL PROCESS

I. PUD Option Eligibility

- (a) Planning Commission Action. Following the public hearing and having a complete PUD Option application, the Planning Commission may, recommend approval, table, disapproval or approval with conditions. The Commission's recommendations shall be forwarded to the Township Board of Trustees for consideration and action.
- (b) Township Board Action. Upon receipt of the recommendations of the Commission, the Township Board shall review the application, recommendations, and take action thereupon. The decision and basis for the decision shall be recorded in the meeting minutes.

If the Township Board denies the request to apply the provisions of the PUD Option, development of the subject property can be made only in accordance with the provisions of the Zoning Ordinance for the district where the property is located.

If the Township Board approves the request to apply the provisions of the PUD Option, approval by the Board shall confer approval to develop the subject property under the requirements of the PUD Option and the conditions established in the site analysis and concept plan.

- 1) Approval Period. PUD Option approval by the Board shall grant the applicant a period of one (1) year to submit a Development Plan to the Planning Commission for consideration.
- 2) Extension. A single, one (1) year extension of PUD Option approval may be granted by the Township Board upon written request of the applicant and upon showing of good faith and effort by the applicant. Failure to request such extension shall be deemed an abandonment of the proposed PUD Option.
- 3) PUD Option approval shall not constitute approval of a preliminary plat, final plat, final site development plan, or site condominium plan.

II. Development Plan

Within one (1) year of PUD Option approval by the Township Board, the applicant shall obtain Township Board approval of the Development Plan and PUD contract.

- (a) Planning Commission Action. The Planning Commission shall review the Development Plan for conformance to this Article, and any conditions of PUD Option approval and make a recommendation to the Township Board to approve, approve with conditions, or deny the proposed Development Plan.
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- (b) Township Board Action. Upon receipt of the Planning Commission's recommendation, the Township Board shall review the Development Plan and PUD contract, and shall deny, approve, or approve with conditions the Development Plan and PUD contract. The decision and basis for the decision shall be recorded in the meeting minutes.

If the Township Board approves the Development Plan and PUD contract, the applicant shall have a period of one (1) year to obtain a Building Permit from the Building Department.

- (c) Extension. A single, one (1) year extension of Development Plan and PUD contract approval may be granted by the Planning Commission upon written request of the applicant and upon showing of good faith and effort by the applicant. Failure to request such extension shall be deemed an abandonment of the proposed PUD entirely.

SEC. 23.8 CONTRACT REQUIREMENTS

In conjunction with the submission of a Development Plan, the applicant shall submit to the Township Board for approval a proposed PUD contract setting forth the conditions upon which approval of the PUD is based. After approval by the Township Board, the PUD contract shall be entered into between the Township and the applicant. The contract shall be entered into between the Township and the applicant prior to the issuance of any Building Permit. Said contract shall provide:

1. The manner of ownership of the land, including mineral rights.
2. The manner of the ownership and of the dedication of the common open space or parks.
3. The restrictive covenants required for membership rights and privileges, maintenance and obligation to pay assessments for the common open land, parks or other features.
4. 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.
5. Provisions for the Township to effect construction, installation, repairs and maintenance and use of public utilities, storm and sanitary sewers and drainageways, water, streets, sidewalks and lighting, and of the open land and improvements thereon, and any other conditions of the plan, and the manner for the assessment and enforcement of assessments for the costs, expenses, or fees incidental thereto against the applicant, or the future owners or occupants of the PUD.
6. The site analysis, development plan shall be incorporated by reference and attached as an exhibit.
7. Provisions reasonably and necessarily intended to affect the intent of this Article, or the conditions of the approval of the plan for the public health, safety, morals, and general welfare of the Township.

SEC. 23.9 DIMENSIONAL AND DESIGN STANDARDS (All PUD's):

1. Separation, Height and Setback Standards
-

- (a) The minimum distance between buildings shall equal ten (10) feet, plus four (4) feet for each story of the higher structure than two (2) stories. In reviewing the spacing between buildings, the Township shall ensure that the spacing proposed shall provide for adequate light and air to each structure and that, in the case of residential units, privacy within and between units is maintained.
- (b) The maximum height of structures shall be reviewed on the basis of the PUD proposed and the principles established in the purpose and statement of principles Sections of this Article. In no case shall the height of structures be permitted to exceed nine (9) stories.
- (c) A minimum perimeter yard setback of twenty-five (25) feet shall be provided. The perimeter yard setback shall increase five (5) feet for each story in excess of three (3) stories. However, based on factors such as lack of impacts on adjacent sites or the particular relationship of the building(s) to the side and/or rear property line, the Planning Commission may reduce the required building setbacks from any side or rear property line, provided that the alternative proposed by the applicant is in accordance with the spirit and intent of this Article and the Ordinance as a whole.

The Commission may also require additional perimeter yard setbacks and additional buffer treatment in the form of tree plantings and screening walls, where any of the following conditions apply:

- 1) The PUD abuts an existing or proposed residential land.
 - 2) The PUD site is five (5) acres or larger.
 - 3) The PUD includes more than one hundred (100) residential units.
 - 4) To provide for adequate separation and buffering between the PUD and existing main buildings on adjacent parcels.
- (d) Where a building in a PUD sides to the right-of-way of a road, the minimum building setback from the street setback line shall be equal to the front yard setback for the abutting zoning district, if one of the abutting districts fronting the same road is zoned single family residential.

2. Design Standards

- (a) Open Space Standards.
 - 1. A minimum of 20% of total land area shall be allocated for open space, excluding setback provisions. Open space shall not include parking areas, driveways, or vehicle circulation routes.
 - 2. Preservation of desirable natural site amenities shall be encouraged. Emphasis shall be on preserving trees, waterways, swale areas, scenic points, historic points and other community assets and landmarks.
-

3. **Non-Residential / Mixed Uses.** In addition to the above open space requirements, usable civic spaces shall be incorporated to provide a public focal point and may include: common areas, parks, plazas, greens, public gathering spaces, amphitheaters, stages, and similar areas. Civic spaces shall have a minimum of 1,000 square feet. To count as usable civic space, the area must be designed for pedestrian use and shall not be solely a landscaped area. Civic space shall not include parking areas, driveways, or vehicle circulation routes.
4. **Residential Uses.** In addition to the above minimum open space requirements, the following shall be required for PUD's with residential uses:
 - i. **Private Residential Outdoor Living Space.** An individual outdoor living space shall be provided for each residential unit proposed in a PUD. Said outdoor living space shall be located adjacent to the unit which it is intended to serve and shall as a minimum provide one-tenth (.1) square foot of area for each square foot of floor space of the unit which it is intended to serve and shall be directly accessible from the dwelling unit.
 - ii. **Common Residential Outdoor Living Space.** A portion of the above dedicated open space area shall provide common recreation space for the occupants and shall include areas for passive recreation such as outdoor sitting areas and active recreation such as shuffleboard courts, tennis courts, etc. The Commission shall review the proposed location of said recreation areas to determine conformity with the spirit and intent of this Article. Landscaped roof areas which are freely accessible to residents and are in keeping with the quality and character of the project may be included as common residential outdoor living space.

(b) **Signs.**

All proposed signs shall comply with the requirements of Article 25: Sign Regulations of the Zoning Ordinance. Signs within the ARC and OS-ARC Districts shall be further subject to Section 23.11.

(c) **Street Design Standards.**

1. **Complete Streets.** If appropriate, the PUD Option shall include a streetscape that provides for sidewalks, landscaping, street trees, special paving or pavers, irrigation, lighting and pedestrian-scale site furniture. Site furniture includes bicycle parking facilities for all residential uses and may be appropriate for other uses, including recreation, as determined by the Planning Commission.
2. **Building and Street Interface.** If appropriate, consideration related to structures adjacent to streets, driveways, and streetscape frontage which address roof overhangs, balconies, awnings and signs shall be incorporated.
3. **Block Length.** Unless otherwise justified, the maximum block length shall be established in the PUD to encourage pedestrian-friendly development and promote interconnectivity.
4. **Environmental / Cultural / Historic Considerations.** If applicable, the PUD shall identify any existing historic, cultural or environmentally sensitive or unique resource(s) within the PUD and detail how the resource(s) is to be protected, managed and/or enhanced.

3. **Circulation, Interconnectivity, Parking and Loading Standards**

The exterior and interior vehicular and pedestrian circulation system planned for the proposed PUD Option shall be in the best interest of the public health, safety and welfare in regards to the general public and site future users. In reviewing the proposed interior circulation system, the Planning Commission shall determine the necessity for public roads and the potential future extension of such roads to adjacent properties.

The circulation systems proposed shall take into consideration the overall circulation of the community as a whole, egress/ingress to the site, where vehicular joint and/or cross access is necessary and feasible, vehicular turning movements related to interior circulation, street intersections and street gradients, site distance and potential hazards to the normal flow of traffic. The following must be met:

- (a) Access. The PUD shall be located, with respect to major streets and highways, so as to provide direct access to the PUD without increasing significantly the amount of traffic along minor streets.
 - (b) Non-Motorized Network. A description of the proposed, non-vehicular circulation system must be provided for all sidewalks, multi-purpose pathways, bike lanes and running trails. The description shall include the type, width, location, material and design criteria of each pathway. Within and outside the PUD boundary, the street and pathway pattern shall link neighborhoods with roadways, destinations and other pathways. The Planning Commission shall determine the appropriate type and general location of such pathways.
 - (c) Road Standards. All interior roads (both those designated as public and private) shall be constructed in compliance with current "Subdivision Rules and Regulations" as adopted by the Wayne County Department of Public Services. The Township may waive this requirement after review and recommendation by the Township Planner and Township Engineer provided the proposed variance shall not materially impair the intent and purpose of this Ordinance or the public interest.
 - (d) Traffic Calming. Traffic calming techniques, such as horizontal deflections, road narrowing, ripples, pavers, central islands, entry or gateway treatments, raised medians, on-street parking, roundabouts, textured pavements, and other similar treatments are encouraged where appropriate.
 - (e) Parking. Off-street parking shall be provided for all uses as specified in Article 24, except if an ARC or OS-ARC PUD site, as provided in Section 14. Mixed uses may have varied and shared demands; therefore, minor variations may occur if justified by the applicant and approved by the Township. All parking areas shall be screened from public rights-of-way, and where necessary to reduce offsite impacts, in a manner acceptable to the Township. In general, the screened areas shall not be less than twenty (20) feet in width. Planting islands with trees which meet the standards of Section 26.7.2 shall be incorporated into parking areas. A minimum of one (1) tree shall be provided and incorporated within the parking area for each fifteen (15) parking spaces provided.
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- (f) Loading Off-street loading and unloading as specified in Article 24 of this Ordinance. Mixed uses may have varied and shared demands, therefore, minor variations may occur if justified by the applicant and approved by the Township.

4 Location and Utility Standards

- (a) The PUD shall be so located in relationship to sanitary sewers, water mains, storm and surface drainage systems and other utilities that neither extensions nor enlargement of such systems will be required that would result in a higher net public cost than would ordinarily occur under development within the existing zoning classification provided, however, that the developer may install said facilities at his own expense.
- (b) All utility lines or similar facilities intended to serve any use in a PUD, whether designed for primary service from main lines or for distribution of services throughout the site, shall be placed and maintained underground at all points within the boundaries of the site.

5 Site Area and Density Standards

The site area used to determine eligibility of the site for development shall be the gross site area exclusive of public rights-of-way or street setbacks (as specified in Section 28.22) presently or ultimately equal to eighty-six (86) feet in width or greater.

The area used in computing overall residential density shall be the gross site area including any dedicated interior right-of-way and excluding the following:

- (a) Public rights-of-way, presently or ultimately equal to eighty-six (86) feet in width or greater.
- (b) All submerged bottom land of lakes and ponds.
- (c) Churches, public libraries and schools.

Where residential uses are incorporated into the PUD, the overall density of the particular area used for residential purposes shall in no case exceed twenty-five (25) dwelling units per acre.

6. Modification of Standards

The Planning Commission shall have the authority to vary the specific requirements of Section 23.9, provided that the alternative proposed by the applicant is in accordance with the spirit and intent of this Article and the Ordinance as a whole.

Section 23.10 GENERAL CONDITIONS: SITES IN THE C-2, IND, MR, OS, OR AND TAR ZONING DISTRICTS

- 1- Permitted Uses for Sites only in the C-2, IND, MR, OS, OR, and TAR districts.
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All uses of the underlying zoning district (separate or in combination; and permitted by right and by special use) may be permitted in a PUD upon determination by the Township that the proposed uses meet the criteria established in this Article.

2. Uses and facilities not specified.

Additionally, facilities and uses such as a restaurant, licensed restaurant or bar; residential uses; hotels and motels; civic and recreational facilities; and event facilities may be permitted within the PUD, provided the Commission and the Board of Trustees shall find that the proposed facility is consistent with this Article.

SEC. 23.11 GENERAL CONDITIONS: SITES IN THE ARC AND OS-ARC ZONING DISTRICTS

1. Permitted Uses for Sites only in the ARC district.

All uses from the underlying zoning district (separate or in combination; and permitted by right and by special use) may be permitted in a PUD upon determination by the Township that the proposed uses meet the criteria established in this Article.

Additionally, facilities such as a restaurant, licensed restaurant or bar; residential uses (townhouse dwellings, stacked flats and/or multi-family dwellings); hotels and motels; civic and recreational facilities; and event facilities may be permitted within the PUD, provided the Township shall find that the proposed use is consistent with this Article.

2. Permitted Uses for Sites only in the OS-ARC district.

The following uses (separately or in combination) may be permitted in a PUD in the OS-ARC District upon determination by the Township that the proposed uses meet the criteria established in this Article.

(a) Office Service Uses.

- 1) Medical and dental offices and clinics and other professional offices, including veterinary offices and clinics.
 - 2) Administrative, executive and editorial offices.
 - 3) Real estate and other general business offices, not including exhibiting or storing of products for sale.
 - 4) Banks, credit unions, savings and loan associations and similar financial institutions, with or without drive-through facilities.
 - 5) Schools for arts and crafts, photography and studios for music or dancing; training centers, business schools or private schools operated for profit.
 - 6) Child care centers, subject to the standards of Section 28.64.
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- 7) Commercial, medical and dental laboratories, not including the manufacturing of pharmaceutical or other products for general sale or distribution.

(b) Residential Uses.

- 1) Townhouse dwellings.
- 2) Stacked flats.
- 3) Multiple-family dwellings.

(c) Institutional Uses.

- 1) Municipal facilities including governmental offices, fire stations, post offices, park and ride facilities, libraries, community buildings and municipal parks and playgrounds, provided such facilities do not meet the definition of "large-scale institutional uses."
- 2) Housing for the elderly, including congregate elderly housing, provided that such uses do not meet the definition of "large scale institutional uses."
- 3) Churches, temples and similar places of worship, and other facilities incidental thereto, provided that the uses do not meet the definition of "large-scale institutional uses."
- 4) Public, charter, and private, including parochial, elementary, intermediate and/or secondary schools offering courses in general education, provided such facilities do not meet the definition of "large-scale institutional uses."

3. Density and Building Setbacks.

Adjacent land in an R-1 One Family Residential District may be included in a PUD when the Planning Commission finds that such property meets the intent of this Article. Such land area must be included in the overall open space of the PUD and may not be used for any building purposes. The proposed R-1, One Family Residential District area shall assist in providing a transition and buffer area for compatibility with adjacent land uses.

4. Landscaping and Open Space.

All uses in a PUD in the ARC and OS-ARC Districts shall be further subject to the requirements of Section 14.6, ARC Landscaping Standards, and Section 14.7, ARC Landscaping, Screening or Buffering. The Commission shall review these requirements when considering the PUD Option. Modifications can be made by the Commission if its findings are such that a strict interpretation of the ARC standards would adversely impact the development of the parcel.

5. Signs.

- (a) All uses in a PUD in the ARC and OS-ARC Districts shall be subject to the requirements of Section 14.10, ARC Signs. All uses in a PUD in the OS-ARC District shall also be subject to the requirements of Section 11.3.8, OS-ARC Signs.
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- (b) All proposed signs shall be subject to review by the Commission as part of the Development Plan. The Planning Commission, in its review, may modify the specific requirements applicable to the PUD, in order to ensure that all proposed signs are in harmony with the existing land uses of the general area and shall not adversely impact the orderly development of adjacent properties, properties of the general area and the planned development project.
- 6. Streetscape improvements shall be installed consistent with the Ann Arbor Road Corridor Design Plan, as specified in the Charter Township of Plymouth Downtown Development Authority's Streetscape Prototype and Specifications.
- 7. Lighting shall comply with the standards as specified in Section 28.8, Exterior Lighting. The type of lighting shall be consistent with the objectives of the Ann Arbor Road Corridor District development standards.
- 8. All ARC or OS-ARC PUD sites shall be subject to the requirements of Section 14.5, ARC Access Management and Driveway Standards. Mixed uses may have varied demands; therefore, minor variations may occur if justified by the applicant and approved by the Township.
- 9. For ARC or OS-ARC PUD sites, parking area screening and parking lot landscaping shall be provided for all uses as required by Section 14.8, ARC Parking Area Screening, and Section 14.9, ARC Interior Parking Lot Landscaping. Mixed uses may have varied demands; therefore, minor variations may occur if justified by the applicant and approved by the Township.

SEC. 23.12 AMENDMENT, TERMINATION AND REVOCATION

Township Board approval of the development plan and contract signifies the completion of the PUD application process. The applicant shall comply with all conditions and requirements of the Development Plan and contract, which shall be recorded in the record of the Township Board's approval action and shall remain unchanged except upon the mutual consent of the Township and the landowner.

1. Compliance Required

Once an area has been included within a Development Plan for a PUD and such plan has been approved by the Board, no development may take place in such area nor may any use thereof be made, except in accordance with said plan, or in accordance with a Board approved amendment thereto, unless the plan is terminated as provided herein, excluding scope of work which is otherwise permitted by Section 29.4: Administrative Review.

2. Amendment

An approved Development Plan and contract may be amended as provided in this Article.

3. Termination

An approved development plan and contract may be terminated by the applicant prior to any development within the PUD area involved by filing with the Township Clerk and recording in the Wayne County Records an affidavit so stating. The approval of the Development Plan and contract shall terminate upon said recording. No approved Development Plan and contract shall be terminated after any development commences within the PUD area, except with the approval of the Township Board and of all parties of interest in the land.

4/ Revocation

A PUD approval may be revoked by the Township Board in any case where the conditions of such approval have not been or are not being complied with. The Township Board shall give the applicant notice of its intention to revoke such permit at least ten (10) days prior to review of said approval by the Board. After conclusion of such review, the Township Board may revoke such approval if it finds that a violation, in fact, exists and has not been remedied prior to such hearing.

SEC. 23.13 CONDOMINIUM PROJECTS

For any condominium proposed as a PUD, the applicant shall provide a copy of the Master Deed and Condominium Association Bylaws for approval by the Township Board of Trustees. The condominium documents shall provide limits on use of common areas or open space for accessory structures such as swimming pools, decks, playground equipment and buildings. A plan shall be provided indicating the limits of such accessory structures within a defined envelope.

At the time of application for Development Plan approval, the applicant shall submit the necessary documents to the Township and Township Attorney review prior to development plan approval by the Board of Trustees. The Association documentation shall include provisions for the following at a minimum:

1. The conditions upon which the PUD Option approval is based.
2. When open space or common areas are indicated in the development plan for use by the residents, the open space or common areas shall be conveyed in fee simple or otherwise committed by dedication to an association of the residents, and the use shall be irrevocably dedicated for the useful life of the residences, and retained as open space for park, recreation or other common uses.
3. A program and financing for maintaining common areas and features, such as walkways, signs, lighting and landscaping.
4. Assure that trees, waterways and woodlands will be preserved.
5. Assure 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 PUD.
6. Address any other concerns of the Township regarding construction and maintenance.

Part II. VIOLATION AND PENALTY. Unless otherwise provided for, 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, at the discretion of the Court.

Part III. SEVERABILITY. If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions

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

Part IV. REPEAL OF CONFLICTING ORDINANCES. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

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

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

Part VII. EFFECTIVE DATE. The provisions of this Ordinance shall be effective seven days after publication.

Part VIII. ADOPTION. This Ordinance was Adopted by the Charter Township of Plymouth Board of Trustees by authority of Act 110, of Public Acts of Michigan, 2006, as amended, at a meeting duly called and held on _____, 2018, and ordered to be given publication in the manner prescribed by law. This Ordinance may be purchased or inspected at the Plymouth Township Hall, Planning and Zoning Department, during regular business hours.

Adopted by the Board of Trustees on: _____

Effective Date: _____

Publish: _____

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
April 10, 2018**

**ITEM G.2
CONSIDERATION OF OFFER FOR
FIVE MILE ROAD PROPERTY**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 10, 2018

ITEM: Consideration of Purchase Agreement for Five Mile Site

PRESENTER: Supervisor Heise

BACKGROUND: I am asking the Board of Trustees to authorize the Township Attorney and Supervisor to negotiate with Hillside Real Estate Investments, LLC., with respect to the attached Purchase Agreement submitted by Hillside for the purchase of the Five Mile Site.

PROPOSED MOTION: I move that the Board of Trustees authorize the Township Attorney and Supervisor to negotiate the terms and conditions of a purchase agreement with Hillside Real Estate Investments, LLC., for the purchase of the Five Mile Property, and to submit same to the Board for final consideration. This does not constitute an acceptance of the offer; the Township reserves the right to act in the best interests of the Township at all times and to accept or reject the final submitted purchase agreement.

Moved By _____ Seconded By _____

ROLL CALL:

___Vorva___ Curmi, ___Clinton, ___Heitman, ___Doroshewitz, ___Dempsey, ___Heise

Purchase Agreement

THIS PURCHASE AGREEMENT ("Agreement") is made between the **Charter Township of Plymouth**, a Michigan charter township formed pursuant to Act 359 of 1947, located in Wayne County, Michigan ("Seller"), and **Hillside Realty Investments LLC**, a Michigan limited liability company ("Purchaser"). Purchaser has the right to assign this Agreement to an affiliate of Purchaser as provided in Section 13.

1. **Sale and Purchase:** Seller agrees to sell, and the Purchaser agrees to purchase, the real estate comprising of 133.12 total acres of vacant land currently zoned industrial, of which approximately 71 acres are buildable, located at the Southwest intersection of Five Mile and Ridge Roads, Plymouth Township, Michigan, Parcel ID 78-001-99-0001-000, legally described in Exhibit A ("Property"), upon the terms and conditions set forth in this Agreement.
2. **Purchase Price/Cash Sale:** The purchase price for the Property is \$3,550,000.00 ("Purchase Price"). Seller and Purchaser agree the Purchase Price reflects the fair market value of the Property assuming the Property comprises at least 70 acres of buildable land, which amounts to \$50,714.29 per buildable acre. If, through due diligence, Purchaser determines the Property does not comprise at least 70 acres of buildable land, then Purchaser may reduce the Purchase Price commensurate with the actual number of buildable acres which comprise the Property, which reduction will be agreed to by Seller and Purchaser pursuant to a signed addendum to this Agreement. By way of example, if the Property is comprised of 65 buildable acres, then the adjusted Purchase Price would be \$3,296,428.80 (65 acres x \$50,714.29 per acre). The Purchase Price, less the Post-Closing Escrow established pursuant to paragraph 8, shall be paid at Closing (hereinafter defined) by a wire transfer of federal funds immediately available in Plymouth, Michigan.
3. **Deposit:** Within 3 business days after the Effective Date (as defined below) of this Agreement, Purchaser shall deposit \$50,000.00 ("Initial Deposit") with Title Connect LLC, 28470 W. 13 Mile Road, Suite 235, Farmington Hills, MI 48334, Attention: Jeffrey Gunsberg; Email: jgunsberg@title-connect.com (Tel: 248-642-3256; Fax: 248-642-0935) ("Title Company"); and if Purchaser exercises its Due Diligence Extension Option (hereinafter defined), Purchaser will deposit \$25,000 for each Option ("Option Deposit") with Title Company; and upon providing a Notice to Proceed (hereinafter defined) to Seller, Purchaser shall deposit an additional \$150,000.00 ("Notice to Proceed Deposit") with Title Company. The Initial Deposit, Option Deposit (if applicable) and Notice to Proceed Deposit may be individually or collectively referred to as the "Deposit" in this Agreement, and shall be applied toward the Purchase Price, or as otherwise provided herein. Except as otherwise provided herein, the Deposit shall become non-refundable at the time the Notice to Proceed Deposit is tendered by Purchaser.
4. **Due Diligence:** Purchaser shall have the right to conduct a due diligence review of the Property as follows:
 - A. The term "Due Diligence Period" shall mean the 150-day period following certified delivery by Seller and certified receipt by Purchaser of all of Seller's Deliverables set forth in paragraph 5.A and 5.B of this Agreement, within which to investigate all aspects of the Property. "Certified" shall mean a written acknowledgment and notice of an act by the certifying party. At any time prior to the expiration of the Due Diligence Period (as it may be extended), Purchaser may elect to extend the Due Diligence Period for up to two

additional periods of 30 days each, for a total of an additional 60 days, by delivering written notice of that election to extend to Seller (the "Extension Notice"). For an Extension Notice to be effective, a copy shall be provided to Title Company along with an additional Deposit of \$25,000, as set forth in paragraph 3 above.

- B. At any time before the expiration of the Due Diligence Period (as it may be extended), Purchaser may provide to Seller a written notice (the "Notice to Proceed") pursuant to which the Due Diligence Period shall end and Purchaser shall be deemed to be satisfied with the condition of the Property and all contingencies of this Agreement shall be deemed satisfied. If Purchaser elects to give Seller a Notice to Proceed, then with its Notice to Proceed, Purchaser shall deposit the Notice to Proceed Deposit with the Title Company. If Purchaser fails to give Seller a Notice to Proceed and deposit the Notice to Proceed Deposit with Title Company before the expiration of the Due Diligence Period, then this Agreement shall terminate and the Deposit shall be immediately refunded to Purchaser.
- C. Purchaser shall be solely responsible (i) to obtain inspection reports by qualified professionals on all aspects of the Property, (ii) to inspect and test the Property for the presence of any toxic, or hazardous substances affecting the Property, (iii) to review the condition of title and of any encumbrances to the Property, and its applicable zoning, (iv) to review surveys provided in accordance with paragraph 5 herein and obtain a new survey to confirm the location of property lines, the existence of any encroachments, the location and suitability of any easements benefiting or burdening the Property, and any other matters pertaining to title and survey matters, (v) to determine the availability of necessary utilities, (vi) to investigate all buildability issues such as soil conditions, wetlands, the availability of any necessary governmental approvals including, without limitation, any site plan or special land use approvals, (vii) to review all other factors regarding the status, value, characteristics and all physical and financial aspects of the condition of the Property and its use and/or development for Purchaser's intended use, and (viii) to review the Title Commitment defined in paragraph 5 herein and inspect title to the Property (collectively "Inspections"). Purchaser will indemnify and protect, defend and hold Seller and Seller's employees, representatives, agents and attorneys harmless, from and against any and all claims, liens, losses, damages, liabilities, costs, injuries, attorney's fees and expenses that may be suffered by or asserted against Seller, or any representative of Seller, or the Property, including any injury to Purchaser or any other persons, that are attributable to any negligence, or willful act, omission or neglect of Purchaser in connection with its inspection of the Property. If Purchaser does not acquire the Property, Purchaser will restore the Property to its condition existing prior to the making of such Inspections at Purchaser's sole cost and expense. This indemnification provision shall survive Closing and/or termination of this Agreement.

5. Seller's Deliverables:

- A. Within three (3) business days after the Effective Date of this Agreement, Seller shall deliver to Purchaser copies of any other wetland studies, land reviews, proposed site plans, surveys or any other reviews or assessments relating to the Property which are in Seller's possession, including but not limited to, existing plans, certified architectural/engineering surveys including soil studies and environmental reports, zoning reports and other zoning information, access to and all information relating to utilities and infrastructure, evidence that

the Property qualifies for and is included in the Michigan Brownfield Redevelopment Program, all tax and development benefits associated with the Property resulting from the Michigan Brownfield Redevelopment Program, and an environmental questionnaire signed by Seller in a form provided by Purchaser disclosing all known environmental condition of the Property.

- B. Within three (3) business days after the Effective Date of this Agreement, Seller shall order a commitment for an ALTA owner's title insurance policy issued by the Title Company without exceptions, including standard exceptions, in the amount of the Purchase Price, naming Purchaser as insured (the "Title Commitment"). Seller shall promptly provide Purchaser with a copy of the Title Commitment (together with the exception documents identified on Schedule B-II of the Title Commitment), upon receipt from the Title Company. Seller shall endeavor to deliver the Title Commitment to Purchaser within fifteen (15) days after the Effective Date.
- C. Prior to the expiration of the Due Diligence Period, Seller shall provide evidence the Property has been designated as an Industrial Development District ("IDD") under PA 198 of 1974, with approval by the Property Services Division and the Michigan Economic Development Corporations.

6. **Closing:** The consummation of the transaction described in this Agreement (the "Closing") shall take place no later than 30 days after Purchaser's issuance of a Notice to Proceed, at the Title Company, by the payment by the Purchaser to the Seller of the balance of the Purchase Price plus or minus the closing adjustments and pro-rations as provided herein, and the execution and delivery by the Seller to the Purchaser of a warranty deed conveying the Property to Purchaser subject to such state of facts as disclosed in the Commitment, all applicable zoning ordinances and other governmental requirements, real estate taxes not yet due and payable, and subject to any matters that would be shown by an accurate survey (all such items are collectively referred to as "Permitted Exceptions"). At Closing, Seller will pay the state and local transfer taxes, the title insurance premium for an owner's policy, and Purchaser will pay the cost of any endorsements to the owner's policy it requests, all recording charges, other than the cost of recording discharges of liens required by the Title Company shall be borne by the Seller, and the parties shall equally share the cost of the fees charged by the Title Company for preparing and conducting the Closing.

7. **Deed/Closing Mechanics:** At the Closing of the transaction, Seller will deliver to Purchaser (and the Purchaser will countersign as appropriate) the following items:

- A. A "marked-up" Commitment provided by the Title Company, and Seller will direct the Title Company to thereafter issue an Owner's ALTA Policy of Title Insurance as required hereunder.
- B. A warranty deed in the form attached as Exhibit B, subject to the Permitted Exceptions.
- C. A closing statement that sets forth all of the usual and customary credits, prorations and expenses to be adjusted between the parties at Closing and as provided for herein.

- D. Such documents necessary to allow Purchaser to comply with Section 1445 of the Internal Revenue Code regarding tax withholding on the sale of U.S. real property by a foreign person.
- E. Seller and Purchaser shall deliver, and countersign as appropriate, such other instruments and documents reasonably required or contemplated to be delivered by either party under the terms of this Agreement, or as may be required by the Title Company, whether or not expressly set forth in this Section.

8. **Post-Closing Escrow:** Seller and Purchaser shall establish an escrow account into which sale proceeds from the Property shall be deposited for purposes of funding completion of the following infrastructure needed for Purchaser's business park development of the Property:

- A. Sanitary sewer with adequate capacity and at an appropriate depth to service a 70+ acre business park development, and a connection point to the Property
- B. Water main extended to the Property with pressures suitable for a 70+ acre business park development
- C. Necessary improvements to Ridge Road to establish Class A weight restrictions

("Post-Closing Escrow"). During the Due Diligence Period, Seller and Purchaser shall agree upon estimated costs for the above-referenced infrastructure items and shall agree to a written Post-Closing Escrow Agreement which governs the Post-Closing Escrow, scope and projected cost of completing the infrastructure to the Property.

9. **As-Is:** Purchaser acknowledges that it is solely responsible for conducting, and has been given an adequate opportunity to conduct, all investigations (above and below ground) it deems necessary to determine whether the Property contains, or is subject to, any toxic or hazardous waste or materials, is in satisfactory condition, is subject to any adverse financial, physical, or environmental conditions, contains adequate soil support and structural conditions, is in compliance with all applicable governmental ordinances or regulations, and is suitable for Purchaser's intended use. Purchaser acknowledges that, except as specifically set forth in this Agreement, neither Seller nor any of its partners, members, shareholders, officers, affiliates, employees, representatives, brokers, finders, or agents have made any representations or warranties regarding the condition or status of the Property, and Purchaser is relying strictly on the results of its own investigations in determining to acquire the Property. Purchaser acknowledges that it is relying solely on its own expertise and independent due diligence investigation and that of Purchaser's consultants, in purchasing the Property and, except as expressly set forth in this Agreement, Seller is not liable for, or bound by, any statements, representations, or information pertaining to the Property made or furnished by Seller or any of its brokers, agents, or any other party representing or purporting to represent Seller. THE PROPERTY CONVEYED HEREBY IS SOLD IN ITS "AS IS", "WHERE IS" CONDITION, "WITH ALL FAULTS" ASSUMED BY PURCHASER, WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN.

10. **Default:** In the event of a default by Purchaser, the Seller may, as its exclusive remedy, terminate this Agreement, and retain the Deposit as liquidated damages, and not as a penalty. In the event of a default by Seller, the Purchaser may, as its exclusive remedy, (i) terminate this Agreement by written notice to Seller in which event Purchaser will be entitled to an immediate refund of the Deposit even if such Deposit has been deemed nonrefundable pursuant to paragraph 3, or (ii) Purchaser may seek specific performance by filing suit within 60 days after such claimed default, but Purchaser shall not be entitled to any damages. Neither Seller nor Purchaser will avail itself of any remedies of the foregoing based upon an alleged default of the other party unless and until written notice of the alleged default, in reasonable detail, has been delivered to the defaulting party by the non-defaulting party, and the alleged default has not been fully cured on or before 5:00 p.m. on the third business day following delivery of said notice of default; provided that Seller is not required to provide any notice or cure opportunity for Purchaser's failure to close on the Closing Date.
11. **Prorations and Adjustments:** All real estate taxes affecting the Property that are due and payable prior to Closing will be paid by Seller, and all such taxes which are due on or after the date of Closing will be paid by Purchaser. In the event any governmental assessments are assessed against the Property that are payable in installments, Seller will pay all installments due prior to the date of Closing and Purchaser will pay all installments due on or after the date of Closing. Current real estate taxes and governmental assessments, will be prorated as of Closing on a due date (paid-in-advance) basis of the municipality in which the Property is located in accordance with local custom (and the provisions of Michigan Public Acts 80 and 279 of 1994 shall not apply for these proration purposes). Any industrial park association fees for such billing year of which the Closing occurs shall also be prorated.
12. **Seller's Representations:** Seller represents and warrants to Purchaser, as follows:
- A. Seller is fully authorized to sell the Property as set forth herein and has not entered into any agreement, oral or written, and is not subject to any judgment or decree of any court or tribunal which would limit or restrict the Seller's right to enter into this Agreement and to fulfill its obligations hereunder.
 - B. Seller has no written notice of any claims, lawsuits, actions, investigations or other proceedings pending or threatened, which would adversely affect this Agreement, and/or Seller's ability to close this transaction as herein provided.
 - C. All requisite action has been taken by Seller in connection with entering into this Agreement, and the consummation of the transactions contemplated by this Agreement; and the individual(s) executing this Agreement and all related documents have the legal power, right, and actual authority to bind Seller to the terms and conditions of those documents.
 - D. Seller has no actual or constructive knowledge of any adverse condition which would prohibit Purchaser's development of the Property as a light industrial hi-tech business park.
 - E. Seller shall cooperate with and assist Purchaser in entitlement to and requisite permission to complete the Post-Closing Escrow infrastructure items set forth in paragraph 8.

The above representations shall survive Closing.

13. Purchaser's Representations: Purchaser represents and warrants to Seller, as follows:

- A. Purchaser has the legal power, authority, and financial ability to enter into this Agreement and to consummate the transactions contemplated by this Agreement.
- B. All requisite action has been taken by Purchaser in connection with entering into this Agreement, and the consummation of the transactions contemplated by this Agreement; and the individual(s) executing this Agreement and all related documents have the legal power, right, and actual authority to bind Purchaser to the terms and conditions of those documents.
- C. Purchaser will pursue development of a business park consistent with the concept plan attached as Exhibit C with maximum acreage usage. Further, Purchaser will consult with Seller during the Due Diligence Period to reach a written agreement on passive items that it will provide in the linear park which is part of the concept plan.

The above representations A and B shall survive Closing.

- 14. **Assignment:** Purchaser may not assign its rights hereunder without Seller's prior written consent, however, Seller's consent shall not be required for Purchaser's assignment to any entity commonly controlled with the undersigned, provided written notice of such assignment is delivered to Seller and the Title Company at least five (5) business days prior to Closing, and so long as Purchaser remains jointly and severally liable hereunder.
- 15. **Broker:** The parties acknowledge that no broker has been involved in this transaction, other than Signature Associates, whose commission shall be paid by Seller. Each party will indemnify the other party from any claims made by any other broker or finder with whom the indemnifying party is alleged to have dealt.
- 16. **Notices:** All notices to a Party required or permitted hereunder may be given by overnight delivery, or by certified mail, return receipt requested, or by facsimile, email or hand delivered, at the address set forth below, and will be deemed effective two days after mailing and/or upon verification that the overnight delivery, facsimile, email or hand delivery was received.

If to Purchaser:

Hillside Realty Investments LLC
Attn: Jason B. Biber
47075 Five Mile Rd.
Plymouth, MI 48170
Email: jbbiber@hillside-investments.com
Facsimile: 734.667.1313

With a copy to:

Kelly A. Myers, Esq.
Myers & Myers, PLLC
915 N. Michigan Avenue, Suite 200
Howell, MI 48843
Email: kmyers@myers2law.com
Facsimile: 517.540.1701

If to Seller:

Charter Township of Plymouth

Attn: _____

9955 Haggerty Road

Plymouth, MI 48170

Email: _____

Facsimile: _____

17. **Miscellaneous:** Any references to the "date of this Agreement" ("Effective Date") means the date on which both the Seller and Purchaser signed this Agreement. All notices to a Party required or permitted hereunder may be given by overnight delivery, certified mail, return receipt requested, or by facsimile, email or hand delivered, at the address set forth on the signature page hereof, and will be deemed effective two days after mailing and/or upon verification that the overnight delivery, facsimile, email or hand delivery was received. The Agreement may not be amended except by a written agreement signed by the party to be bound. This Agreement represents the entire agreement between the parties and supersedes and replaces all prior agreements or understandings. The parties acknowledge that they or their attorneys have participated, or have been given the opportunity to have their attorney or consultants participate, in the preparation of this Agreement and agree that its provisions will be construed without prejudice to the party who actually memorialized this document in its final form. In the event of any casualty to the Property prior to the Closing Purchaser will have the option to take the proceeds of insurance, requiring Seller to proceed with the transaction, with Seller contributing any insurance deductible amount, or declare the transaction to be terminated and the Deposit will be promptly refunded to Purchaser. In the event the Property is subject to a condemnation or similar proceedings prior to Closing, then Purchaser may terminate this Agreement upon written notice to Seller. In the event the Agreement is not terminated as herein provided, the transaction will close in accordance with the terms of this Agreement and Seller will assign to Purchaser all rights to the condemnation award. Any condemnation proceeds received by the Seller prior to the Closing shall be credited against the Purchase Price and any surplus award or funds delivered to Purchaser. This Agreement will not confer any rights or remedies upon any third party other than the Seller and Purchaser. This Agreement will be interpreted and enforced according to the laws of the State of Michigan. Time is of the essence with respect to performance required under this Agreement. If the date upon which any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or legal holiday, in such event such period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. This Agreement may be executed in counterparts with the counterparts, when taken together, constituting an original document. This Agreement may be signed by facsimile or email scanned signatures, and if so signed, (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

Signatures on Following Page

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by the duly authorized officer(s) on the date set forth opposite its name.

PURCHASER:

Hillside Realty Investments, LLC

SELLER:

Charter Township of Plymouth

By: Jaimey Roth

Its: Member

Dated: March __, 2018

By:

Its:

Dated: March __, 2018

Exhibit A

Legal Description

A PARCEL OF LAND IN TOWNSHIP OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING EASTERLY OF JOHNSON CREEK IN THE NORTH ½ OF SECTION 19, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, AND BEING MORE SPECIFICALLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 05'01" WEST 2662.31 FEET ALONG THE EAST LINE OF SAID SECTION 19 AND THE CENTERLINE OF RIDGE ROAD TO THE EAST AND WEST ¼ LINE OF SAID SECTION 19; THENCE SOUTH 88 DEGREES 36'35" WEST 2958.82 FEET ALONG THE EAST AND WEST ¼ LINE TO AN INTERMEDIATE TRAVERSE LINE OF THE CENTERLINE OF JOHNSON CREEK; THENCE NORTH 25 DEGREES 39'34" EAST 1882.40 FEET ALONG THE INTERMEDIATE TRAVERSE LINE OF JOHNSON CREEK; THENCE NORTH 38 DEGREES 58'31" EAST 1499.20 FEET ALONG THE INTERMEDIATE TRAVERSE LINE OF JOHNSON CREEK TO THE NORTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF FIVE MILE ROAD; THENCE NORTH 88 DEGREES 31'33" EAST 1284.22 FEET ALONG THE NORTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF FIVE MILE ROAD TO THE EAST LINE OF SAID SECTION 19 AND THE POINT OF BEGINNING.

EXCEPTING A PARCEL OF LAND OWNED BY THE CHESAPEAKE AND OHIO RAILROAD, LYING IN THE NORTH ½ OF SECTION 19, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, AND BEING MORE SPECIFICALLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 05'01" WEST 447.57 FEET ALONG THE EAST LINE OF SAID SECTION 19 AND THE CENTERLINE OF RIDGE ROAD FOR THE POINT OF BEGINNING OF THIS EXCEPTION DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 05'01" WEST 108.84 FEET ALONG THE EAST LINE OF SAID SECTION 19 AND THE CENTERLINE OF RIDGE ROAD; THENCE NORTH 65 DEGREES 21'35" WEST 1283.63 FEET TO THE NORTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF FIVE MILE ROAD; THENCE NORTH 88 DEGREES 31'33" EAST 224.81 FEET ALONG THE NORTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF FIVE MILE ROAD; THENCE SOUTH 88 DEGREES 21'35" EAST 1016.44 FEET TO THE EAST LINE OF SAID SECTION 19 AND THE POINT OF BEGINNING.

CONTAINING 133.12 ACRES OF LAND, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND OTHER PERTINENT INSTRUMENTS.

LINEAR PARK PARCEL DESCRIPTION

A PARCEL OF LAND IN THE TOWNSHIP OF PLYMOUTH, TOWN 1 SOUTH, RANGE 8 EAST, WAYNE COUNTY, MICHIGAN, DESCRIBED AS:

A PARCEL OF LAND LYING EASTERLY OF JOHNSON CREEK IN THE NORTH HALF OF SECTION 19, TOWN 1 NORTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, AND BEING MORE SPECIFICALLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 19; THENCE SOUTH 00 DEGREES 05 MINUTES 01 SECOND WEST 2652.31 FEET ALONG THE EAST LINE OF SECTION 19 AND CENTERLINE OF RIDGE ROAD TO THE EAST AND WEST QUARTER LINE OF SAID SECTION 19; THENCE SOUTH 88 DEGREES 36 MINUTES 35 SECONDS WEST 2659.07 FEET ALONG THE EAST AND WEST QUARTER LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE CONTINUING ALONG THE EAST AND WEST QUARTER LINE OF SAID SECTION 19 SOUTH 88 DEGREES 35 MINUTES 35 SECONDS WEST 297.55 FEET; THENCE NORTH 25 DEGREES 39 MINUTES 34 SECONDS EAST 1892.40 FEET ALONG THE INTERMEDIATE TRAVERSE LINE OF JOHNSON CREEK; THENCE NORTH 38 DEGREES 58 MINUTES 31 SECONDS EAST 1499.20 FEET ALONG THE INTERMEDIATE TRAVERSE LINE OF JOHNSON CREEK TO THE NORTH LINE OF SAID SECTION 19 AND CENTERLINE OF FIVE MILE ROAD; THENCE NORTH 88 DEGREES 31 MINUTES 33 SECONDS EAST 134.47 FEET ALONG THE NORTH LINE OF SAID SECTION 19 AND CENTERLINE OF FIVE MILE ROAD; THENCE SOUTH 65 DEGREES 21 MINUTES 35 SECONDS EAST 159.57 FEET; THENCE SOUTH 01 DEGREE 40 MINUTES 56 SECONDS EAST 183.88 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 04 SECONDS WEST 156.70 FEET; THENCE SOUTH 38 DEGREES 58 MINUTES 31 SECONDS WEST 1348.84 FEET; THENCE SOUTH 25 DEGREES 39 MINUTES 34 SECONDS WEST 1528.15 FEET TO THE POINT OF ENDING ON THE EAST AND WEST QUARTER LINE OF SAID SECTION 19.

CONTAINING 19.84 ACRES OF LAND, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
April 10, 2018**

**ITEM G.3
LAWN MAINTENANCE SERVICE
AND TURF FERTILIZATION BID
CONSIDERATION**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 10, 2018

ITEM: Consideration of Bids for Lawn Maintenance Services and Turf Fertilization.

PRESENTER: Building Director Mark Lewis

BACKGROUND:

The bid opening for Lawn Maintenance Services and Turf Fertilization for Township properties is scheduled for Monday, April 9th at 2:30. The Clerk's Office will provide additional information as it becomes available.

REQUEST FOR SEALED BIDS

The Charter Township of Plymouth is accepting sealed bids for **LANDSCAPE MAINTENANCE AND TURF FERTILIZATION SERVICES** for our facilities. Bid specifications are available at the office of the Township Clerk, located at 9955 North Haggerty Road, Plymouth, MI. Sealed bids will be accepted until 2:30 p.m. on Monday, April 9, 2018 at which time all sealed bids will be opened.

JERRY VORVA

Plymouth Township Clerk

Questions may be directed to Mark Lewis, Chief Building Official, at 734-354-3211 or mlewis@plymouthtwp.org.

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- 1. GENERAL CONDITIONS**
- 2. CHECK LIST FOR BIDDERS**
- 3. BID SUBMISSION INSTRUCTIONS**
- 4. INSURANCE REQUIREMENTS**
- 5. SPECIFICATIONS**
- 6. BID SERVICES TO BE PERFORMED**
- 7. HOLD HARMLESS AND INDEMNITY**
- 8. NON-IRAN LINKED BUSINESS CERTIFICATION**
- 9. REFERENCES**

1. GENERAL CONDITIONS

All information requested of the vendor shall be entered in the appropriate space on the form. Failure to do so may result in your bid being deemed non-responsive.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.

Corrections and/or modifications received after the closing time specified will not be accepted.

Prices shall be stated in units of quantity specified in the bid document. In case of a discrepancy in computing the amount of the bid, the unit price shall govern. All quantities stated, unless indicated otherwise, are estimates and the Township reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

All prices will be bid F.O.B. Destination and remain in effect for at least 90 days to allow for approval by the Township Board. The successful bidder's prices will remain firm through the length of the contract as designated within these bid specifications.

All bids shall be signed by an authorized officer or employee of the bidder.

The bid must be submitted in a sealed envelope and either personally delivered or mailed to:

**Plymouth Township Clerk's Office
9955 N Haggerty Road
Plymouth, MI 48170**

and marked as follows:

**SEALED BID FOR LANDSCAPE MAINTENANCE
&TURF FERTILIZING SERVICES**

Please submit only your original signed bid. No additional copies are required.

DUE DATE:

**Monday, APRIL 9 , 2018, 2:30 P.M.
(No bids will be accepted after 2:30 p.m.)**

To be considered, your bid must be submitted and received in the Office of the Township Clerk and stamped with the official date stamp in the Clerk's Office by the date and time specified. No late, emailed, faxed or telephone bids will be accepted.

The winning bidder is not to commence with any service or product order without receiving a signed Purchase Order. Unless otherwise stated, all contracts for services are subject to additions, reductions and/or termination at the sole discretion of the Township and without prior notice by the Township. Please forward any questions you may have regarding this solicitation to the Building Official, Mark Lewis at mlewis@plymouthtp.org.

Bid prices submitted by the successful bidder will remain firm for the length of the contract from the date of award by the Township Board.

All purchases are to be **For Official Business of Plymouth Township** only.

The Township reserves the right to waive any and all irregularities or informalities contained herein, or to select any bid or proposal in whole or in part which is deemed to be in the Township's best interest.

Plymouth Township will not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the delivery of services.

**ALL BIDS OR PRODUCTS USED AS A RESULT OF BID AWARDS MUST
INCLUDE MATERIAL SAFETY DATA SHEETS FOR MATERIALS AS
REQUIRED BY M.I.O.S.H.A.**

2. CHECK LIST FOR BIDDERS

All information required by the terms of the bid documents must be furnished. ***MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.***

Important items for you to check are included, but not limited to, those items listed below. This checklist is furnished only to assist you in submitting a proper bid.

- Is your bid properly signed? (refer to bid documents)
- If required, have you entered a unit price for each bid item?
- Are your figures legible?
- Are any bid bonds or bid deposits, if required, included in our bid package?
- Bid Submission - is the envelope containing your bid sealed and properly identified?
- Will your bid arrive on time? Late bids will ***not*** be considered. ***Bids must be received in the Office of the Township Clerk and stamped no later than 2:30 p.m. with the official date stamp in the Township Clerk's office by the bid due date of April 9, 2018.***

BID ADDENDUM #1 – April 4, 2018

3. BID SUBMISSION INSTRUCTIONS

Please read these instructions carefully. Your bid may be disqualified if it is not submitted as detailed below.

Bid Submission

Your hard copy bid must be submitted in a sealed envelope or other form of sealed packaging. NO fax or email submissions will be accepted.

Date Due: Monday , April 9, 2018 at 3:00 p.m.

CORRECT TIME IS 2:30 pm (Revised by Sandy Groth, Deputy Clerk 4-4-18)

If the hard copy bid is to be express mailed, "Bid Documents Enclosed" must be conspicuously marked on the package. All hard copy bids, regardless of method used for delivery, are to be delivered to the following address:

**Charter Township of Plymouth
Attn: Jerry Vorva, Township Clerk
9955 Haggerty Road
Plymouth Township, MI 48170**

Deliver your bid to the Office of the Township Clerk before the due date and time so they can be stamped "Received" and filed appropriately. Bids are considered received when in the possession of the Office of the Township Clerk. If your bid is not received before the due date and time, it will be disqualified and will not be opened or considered.

Please refer to the bid packet you received via e-mail and note that this page, page #6 showed an incorrect bid acceptance time of 3:00 PM on April 9, 2018. The correct time is 2:30 PM.

Please respond via e-mail to sgroth@plymouthtwp.org to acknowledge your receipt of this addendum to the packet.

4. INSURANCE REQUIREMENTS

The contractor shall not commence work under this contract until required Insurance within this contract has been obtained. All insurance coverages shall be with Insurance carriers licensed and admitted to do business in the State of Michigan and acceptable to the Charter Township of Plymouth. If any insurance is written with a deductible or self-insured retention, the contractor shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not be a satisfaction of the contractor's indemnification to the Charter Township of Plymouth. The contractor is responsible to meet all MIOSHA requirements for on-the-job safety.

The contractor shall procure and maintain during the life of this contract the following coverages:

- **Worker's Compensation Insurance including Employers Liability Coverage**, in accordance with all applicable Statutes of the State of Michigan.
- **Commercial General Liability Insurance on an "Occurrence Basis"** with limits of liability not less than \$1,000,000.00 per occurrence and aggregate, **Personal Injury, Bodily Injury and Property Damage**. Coverage shall include the following extensions:
 1. **Contractual Liability Coverage**
 2. **Products and Completed Operations Coverage**
 3. **Independent Contractors Coverage**
 4. **Broad Form General Liability Extensions**
- **Automobile Liability including Michigan No-Fault Coverages**, with limits of liability of **not less than \$1,000,000.00 per occurrence** combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

Additional Insured: Following the official award of bid by the Township Board, the Commercial Liability Insurance and Automobile Liability as described above shall include an Additional Insured endorsement as follows:

"The Charter Township of Plymouth, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof, and the State of Michigan, and the Michigan Department of Transportation. It is understood and agreed by naming the Charter Township of Plymouth as additional insured, coverage afforded is considered to be primary and any other insurance the Charter Township of Plymouth may have in effect shall be considered secondary and/or excess."

Cancellation Notice: Policies as described above, shall include an endorsement stating the following: **It is understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Changes shall be forwarded to the Charter Township of Plymouth immediately.**

Proof of Insurance Coverage: The Contractor shall provide the Charter Township of Plymouth at the time the contracts are returned by him/her for execution, **a Certificate of Insurance as well as the required endorsements.** Original copies or certified copies of all policies mentioned above shall be furnished, without exception.

If any of the above coverages expire during the term of this Contract, the Contractor shall deliver renewal certificates, endorsements and/or policies to the Charter Township of Plymouth **at least ten (10) days prior to the expiration date.**

If the required insurance (with the exception of the Additional Insured endorsement) is already in place, please include a copy of the Certificate of Liability insurance with your bid. However, if required insurance is not already in place when submitting bid, contractors shall include **a letter from their insurance agent (labeled Exhibit A) indicating that they will be able to secure a Certificate of Liability Insurance upon award of the contract.**

5. SPECIFICATIONS

The Charter Township of Plymouth is accepting bids for Landscape Maintenance and Turf Fertilization Services.

The Charter Township of Plymouth reserves the right to delete any portion of this Contract if deemed to be in its best interest.

Each bidder shall be responsible for visiting the sites of the proposed work to fully acquaint themselves with existing conditions so that they may fully understand any difficulties and restrictions attending the execution of the work under the proposed contract. Bidders shall thoroughly examine bid documents. The failure or omission of any bidder to receive and examine any form, instrument, addendum, or other document or to visit the site and acquaint themselves with conditions there existing shall in no way relieve any bidder from any obligation with respect to their bid or to the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

All work outlined in the specification will be subject to periodic field inspections by a representative of the Park Foreman and the Contractor's presence may be requested during inspections at any or all of the locations specified.

Contractor guarantees the reimbursement, repair or replacement and restoration of any cultivated area damaged by careless or accidental use of equipment or machinery. Contractor agrees to repair or replace any turf area, fences, signs, poles, and/or appurtenances damaged or destroyed by careless or accidental use of equipment or machinery in the performance of the Contract.

The Contractor shall not sublet, assign or transfer the Contract or any portion of any payment due him thereunder, without the written consent of the Township.

Contractor must submit numbered invoices specifying:

1. Dates of service
2. Work performed
3. Total dollar amount for each category
4. Specific applicable rates

The Township shall remit to the Contractor for services rendered normally within 30 days after receipt of itemized billing and verification of work completed for the previous month's work.

Should the Township determine that the Contractor has not performed required services in a manner or time frame acceptable to the Township, a Township representative will notify the Contractor giving them:

- A. 24 hours to contact the Township and discuss problem(s)
- B. 48 hours after receipt of notification from the Township to correct the situation, unless otherwise agreed to by the Township

Should there be insufficient invoiced amounts to cover penalties, Contractor will be billed. Should the contractor fail to pay the penalties the Township will seek appropriate action for reimbursement, including forfeiture of contractor's surety.

Each deficiency will be reviewed for possible termination of contract. The Charter Township of Plymouth reserves the right to terminate the contract due to poor performance or for any reason deemed in its best interest.

Description of Work:

The work contemplated by these specifications consists of furnishing all labor, material and equipment to perform all work required for maintenance of turf and shrubbery beds.

Contract Conditions:

- A. Contractor shall not be permitted to assign or transfer this Contract to another party, company, partnership, corporation or sublet any part of the work embraced by it without specific consent and approval in writing from the Township Board.
- B. The successful bidder must be readily available to carry out terms of the Contract, have available equipment, and the experience to perform the project properly. Failure to comply with standards specified by the Township constitutes a breach of the Contract.
- C. The Charter Township of Plymouth reserves the right to reject any or all bids, to waive any irregularities in the bidding and to accept any bid it deems in the best interest of the Township.
- D. Workmanship: All work shall be performed in accordance with the best modern practices and workmanship of highest quality. Failure to conform to standards specified by the Township shall be considered a breach of the Contract.
- E. The Parks Foreman or his designee shall be notified prior to the start of any of the lawn care.

Contract Period:

This Request for Proposal is for the 2018 Lawn and Landscape Season with the option to bid multiple years including 2018, 2019 and 2020. If during the life of the contract, supply costs significantly increase or the DEQ or other regulatory agency significantly changes the approved treatment procedures, either party may terminate this agreement upon giving ninety (90) days advance written notice.

6. BID SERVICES TO BE PERFORMED

Fertilization and Landscape Maintenance

- A. All work shall be performed in a professional, courteous, workmanlike manner using quality equipment and materials, all of which must be maintained and operated with the highest standard as well as meeting all OSHA and MIOSHA safety standards.
- B. The Contractor is responsible for all damages that are a result of any chemical applications.
- C. It will be the Contractor's obligation to notify the Township immediately of any disease, pest or other unusual conditions.

Turf Fertilization Round 1

Granular fertilization application combined with pre-emergent crabgrass control.

Turf Fertilization Round 2

Liquid application of fertilizer and broadleaf weed control. A balanced fertilizer to supply the lawn with nutrients needed to maintain healthy growth and eliminate unwanted weeds.

Turf Fertilization Round 4

Granular application of fertilizer to deliver the nutrients needed to maintain quality of lawn during summer stress periods. Spot spray weed control.

Turf Fertilization Round 6

Granular applications of fertilizer blend to promote a greener, thicker lawn to recover from summer months stresses and outcompete unwanted weeds.

Spring Cleanup

Removal and disposal of leaf debris, sticks and other debris from lawn and landscape bed areas. Includes off site removal of debris and composting. Cutting back of ornamental grasses, any remaining perennial flowers and weeds are not included in this service.

Leaf Removal

Regular service throughout the fall season to remove and dispose of leaves, sticks and other debris on turf. Leaves and debris in landscape beds to be removed during final visit of the season. Includes off site removal of debris and composting. Annual, perennial, shrub, and weed maintenance is not included in this service.

Service Areas/Address:

Location: Brentwood Park – 41855 Brentwood Dr.

- Turf Fertilization Round 1,2,4.

Location: DPW Building – 46555 Port

- Turf Fertilization Round 1,2,4,6.

Location: Fire Station #2 – 41212 Wilcox Rd.

- Turf Fertilization Round 1,2,4,6.

Location: Fire Station #3 – 13600 Beck Rd.

- Turf Fertilization Round 1,2,4,6.

Location: Friendship Station – 42375 Schoolcraft Rd.

- Turf Fertilization Round 1,2,4,6.

Location: Lake Pointe Soccer Park – 14435 N. Haggerty Rd.

- Turf Fertilization Round 1,2,4,6.

Location: Miller Family Park – 40198 Ann Arbor Trail

- Turf Fertilization Round 1,2,4,6.

Location: Plymouth Pointe Park – 47615 W. Ann Arbor Trail

- Turf Fertilization Round 1,2,4,6.

Location: Plymouth Township Hall and Fire Station #1- 9955 Haggerty Rd.

- Turf Fertilization Round 1,2,4,6.

Location: Plymouth Township Park - 46640 Ann Arbor Trail

- Turf Fertilization Round 1,2,4.

Location: Plymouth Township Hall and Fire Station #1-9955 Haggerty Rd.

- Pruning Deciduous Trees twice.
 - * Pruning and/or shaping of deciduous trees under 15' height. Includes off site removal of debris and composting.

- **Landscape Enhancements:**
 - Cut back vegetation around the detention pond and haul away debris (Summer and Fall).
 - Cut back and spray the fire station beds (weeds/grass in the beds).
- **Landscape Maintenance:**
 - **Spring Cleanup:** Removal and disposal of leaf debris, sticks and other debris from lawn and landscape bed areas. Includes off site removal of debris and composting.
 - **Leaf removal:** Regular service throughout the Fall season to remove and dispose of leaves, sticks and other debris on turf. Leaves and debris in landscape beds to be removed during final visit of the season. Includes off site removal of debris and composting.
 - **Gardening and weeding:** Visits to address weed concerns by chemical and/or manual removal in landscape beds and includes general perennial maintenance and cleanup of landscape beds. Includes offsite disposal of debris and composting.
 - **Granular Pre-Emergent weed control for landscape beds:** Granular pre-emergent weed control for landscape beds to be laid before mulch installation to discourage weed growth in the landscape beds.
 - **Bed Edging:** An edge will be mechanically cut and cleaned around all mulch beds. Tree rings will be edged where able (trees with surface roots will not be edged).
 - **Shrub Pruning:** Trim and shape shrubs (a maximum of only the new season's growth will be removed). Shrubs and hedges to be trimmed and pruned according to industry standards. Debris will be cleaned up and removed from the area.
 - **Pruning deciduous trees (less than 15'):** Pruning and/or shaping of deciduous trees under 15' height. Includes off site removal of debris and composting.

7. BID FORM

The undersigned hereby declares that they have carefully examined the instructions and specifications, visited the sites of work, fully informed themselves as to all conditions and matters which would in any way affect the work or the cost thereof, and will furnish all labor, materials, and equipment to perform all work and maintenance for the prices set forth in this bid. Bids not conforming to these specifications will be rejected. It will be the responsibility of the bidder to conform to these requirements unless deviations have been cited in the bid and our acceptance made on that basis.

The undersigned bidder further agrees and understands that the Charter Township of Plymouth is reserving the right to delete any or all sites, reject any and all bids and the right to waive irregularities in the bidding if it determines such action to be in the best interest of the Township to do so. All quantities are estimated and may vary substantially during the course of the Contract. The estimated quantities are used for assisting in the determination of the lowest responsible bidder.

It is understood and agreed that all bids shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for award of the bid. Prices bid are to be firm through the term of the Contract.

I hereby state that I have read, understand and agree to be bound by all the terms of this bid document.

PLEASE PRINT:

Company _____

Address _____

City/State/Zip _____

Representative/Title _____

Telephone/Fax _____

E-Mail Address/Website _____

Signature _____

Date _____

8. HOLD HARMLESS AND INDEMNITY

To the fullest extent permitted by law, the contractor expressly agrees to indemnify and hold the Charter Township of Plymouth (Township), its elected and appointed officials, employees and volunteers and others working on behalf of the Township, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of contractor or anyone acting in its behalf in connection with or incident to this contract or the work to be performed hereunder, except that the contractor shall not be responsible to the Township on indemnity for damages caused by or resulting from the Township's sole negligence; and the Contractor shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder, and the Contractor shall pay any and all judgments which may be recovered in any such suit, action or proceeding, and any and all expense, including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred therein.

PLEASE PRINT:

Company Name _____

Authorized Representative _____

Signature/Date _____

This form must be completed and returned with your bid.

9. NON-IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan law, before accepting any bid or proposal or entering into any contract for goods and services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business".

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran Linked Business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) that I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the Township in this regard.

PLEASE PRINT:

Company Name _____

Authorized Representative _____

Signature/Date _____

This form must be completed and returned with your bid.

10. REFERENCES

List at least three references with whom you have had similar contracts during the past three years. Include letters of reference when available.

1. Company or Township _____
Contact Name _____
Telephone Number _____
E-mail _____

2. Company or Township _____
Contact Name _____
Telephone Number _____
E-mail _____

3. Company or Township _____
Contact Name _____
Telephone Number _____
E-mail _____

This form must be completed and returned with your bid.

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
April 10, 2018**

**ITEM G.4
LETTER OF UNDERSTANDING
WITH DISPATCHER UNION**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 10, 2018

ITEM: Letter of Understanding with Dispatcher Union

PRESENTER: Lt. Brothers and Supervisor Heise

BACKGROUND: We are asking the Board of Trustees to approve a one-page Letter of Understanding with the Police Officers Association of Michigan, representing our Dispatchers, concerning a clarification of overtime assignment issues. Please review the attached memo from our Labor Counsel for more background.

PROPOSED MOTION: I move that the Board of Trustees authorize the Supervisor and Clerk to sign the attached Letter of Understanding between the Charter Township of Plymouth and the Police Officers Association of Michigan, representing the Township's Dispatchers/PSA's, regarding assignment of overtime.

Moved By _____ Seconded By _____

ROLL CALL:

___Vorva___ Curmi,___ Clinton, ___Heitman, ___Doroshewitz, ___Dempsey, ___Heise

LETTER OF UNDERSTANDING

THE CHARTER TOWNSHIP OF PLYMOUTH

And

POLICE OFFICERS ASSOCIATION OF MICHIGAN (DISPATCHERS/PSAs)

APRIL __, 2018

The Charter Township of Plymouth ("Township") and the Police Officers Association of Michigan ("POAM") engaged in discussions regarding the proper application of the Article 10, Overtime provisions relating to the calling order when overtime is necessary, and agree to the following:

Section 10.2.a of the January 1, 2017 to December 31, 2019 Collective Bargaining Agreement, shall be amended to read:

Except as otherwise stated in this Article, the Township shall use seniority ~~an equalization list~~ to determine the calling order when overtime is necessary. Dispatchers and PSAs shall be listed together on a single seniority ~~equalization~~ list. When overtime is required, the person listed on the ~~equalization~~ seniority list with the highest seniority ~~least number of overtime hours~~, whether a dispatchers or a PSA, will be called first, and so on in ~~ascending~~ descending order so that each employee is called until the overtime is filled.

By: _____
Tom Funke
POAM Representative

By: _____
Kurt Heise
Township Supervisor

Date: _____

Date: _____

By: _____

Union Representative

By: _____
Jerry Vorva
Township Clerk

Date: _____

Date: _____

MEMORANDUM

TO: Plymouth Township Board of Trustees
Tom Tiderington, Police Chief

FROM: Lieutenant Jon Brothers
Gregg Schultz, Labor Attorney

DATE: March 23, 2018

RE: POAM - Dispatchers Overtime LOU

REQUEST: The Police Department is requesting approval to enter into a Letter of Understanding with the POAM (Dispatcher Unit) to clarify overtime assignment issues.

BACKGROUND: During bargaining for the 2017-2019 Collective Bargaining Agreement the parties revised the overtime provisions of the Agreement (Article 10 - attached) to address various concerns raised by both parties. Numerous changes were made to the overtime provisions of Article 10 to ensure that more senior employees were given the first opportunity to work voluntary overtime, while requiring overtime based on an equalization list when the Township was unable to secure volunteers to perform the overtime assignment(s).

Recently, it was discovered that a portion of the new language could be read to be in conflict with other language in Article 10 that had been retained. Specifically, language in Section 10.2.a, provides that overtime is to be assigned pursuant to the equalization list, which means that the employee with the least number of overtime hours for the year would be assigned overtime. That language, which suggests the equalization list is the first method to secure overtime, arguably conflicts with the new language in Section 10.2.e, which provided that the equalization list was only used if an insufficient number of employees were available pursuant to seniority.

LETTER OF UNDERSTANDING: While offering the employee with the most seniority the first overtime opportunity is the practice and was contemplated in the revised Article 10 language, the proposed LOU will clarify that the equalization list is only used if the Township is unable to secure volunteers based on seniority to take the overtime assignment.

The Letter of Understanding would modify Article 10.2.a as follows:

Except as otherwise stated in this Article, the Township shall use seniority ~~an equalization list~~ to determine the calling order when overtime is necessary. Dispatchers and PSAs shall be listed together on a single seniority equalization list. When overtime is required, the person listed on the seniority equalization list with the highest seniority least number of overtime hours, whether a dispatcher or a PSA, will be called first, and so on in ~~ascending~~ descending order so that each employee is called until the overtime is filled.

STATUS: The Union has expressed agreement with this proposed LOU. Assuming the Township is in agreement and the Union votes to accept the proposed LOU, the new language will take effect once both parties have approved.

January 1, 2019

3% increase

8.2 Police Service Aides - The duties of a Police Service Aide shall be established by Department and Township Job Descriptions as well as in Department General Orders and Operating Procedures. The wage rate of a Police Service Aide hired for the position or after present Dispatchers are trained for the position shall be 5% over that of Dispatcher.

8.3 After an employee's probationary period has been successfully completed, the Township may compensate the employee at a pay rate higher than the start rate, but no higher than the maximum rate, based upon the employee's qualifications and prior work experience. An employee may be awarded one step increase for each full year of prior work experience, up to a maximum of three (3). The employee will still be subject to the probationary guidelines contained in this contract for new hires.

8.4 Shift Differential. All Dispatchers and Police Service Aides shall receive the following shift differential:

Afternoon Shift:	15¢ per hour
Midnight Shift:	30¢ per hour

ARTICLE IX LONGEVITY

9.1 The Employer agrees to grant the following longevity pay to all full-time employees hired prior to May 28, 2014. This provision shall be retroactive to the first year of this Agreement.

- A. Upon completion of five (5) years continuous service, employees will be paid Five Hundred and No/100 (\$500.00) Dollars.
- B. An additional Fifty and No/100 (\$50.00) Dollars per year will be paid to eligible employees for each additional year of service (beyond five (5) years) to a maximum of One Thousand and No/100 (\$1,000.00) Dollars.
- C. Longevity payments will be made the last pay period of November of each year. An employee must be on the payroll of the Employer on the day when the longevity payment is made in order to receive said payment.

ARTICLE X OVERTIME

10.1 All dispatchers and PSAs shall be paid overtime at the rate of one and one-half (1 ½) times their base hourly rate of pay for all hours worked in excess of forty (40) hours per week. All full-time dispatchers and PSAs shall be paid overtime at the rate of one and one-half (1

½) times their base hourly rate of pay for all hours worked in excess of eight (8) hours for eight (8) hour shifts and in excess of twelve (12) hours for twelve (12) hour shifts, should the Township utilize a twelve (12) hour day work shift.

10.2 The Township will attempt to reasonably equalize overtime among full-time dispatchers and PSAs by using the following procedures:

- a) Except as otherwise stated in this Article, the Township shall use an equalization list to determine the calling order when overtime is necessary. Dispatchers and PSAs shall be listed together on a single equalization list. When overtime is required, the person listed on the equalization list with the least number of overtime hours, whether a dispatcher or a PSA, will be called first, and so on in ascending order so that each employee is called until the overtime is filled.
- b) Newly hired full-time dispatchers or PSAs off on training will be placed on the equalization list with a zero balance of hours. On January 1st of each calendar year the equalization list will be zeroed. Until overtime hours are added, dispatchers and PSAs will be called for voluntary overtime based on seniority from highest to lowest.
- c) Where overtime is required with less than 24 hours notice (unscheduled overtime), the use of the oncoming or off-going shift is authorized until the vacancy can be filled with dispatchers or PSAs pursuant to this section.
- d) Where the need for overtime is known over four (4) days (96 hours) in advance, the overtime shall be posted for a minimum of three days (72 hours). The overtime shall then be assigned to the dispatchers or PSAs who signed up for it on the posting and has the highest seniority. The dispatchers or PSAs selected for the overtime shall be provided with at least 24 hours notice before the start of the overtime.
- e) If an insufficient number of dispatchers or PSAs are available for an overtime situation in accordance with the above procedures, the dispatcher or PSA with the lowest number of overtime hours from the equalization chart shall be ordered to work the overtime. The need to call in a supervisor for overtime shall be subject to the discretion of the Chief of Police or his designee.
- f) Notwithstanding Section 10.2e, above, if an insufficient number of dispatchers or PSAs are available for an overtime situation in accordance with the above procedures on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, the dispatcher or PSA with the lowest seniority shall be ordered to work the overtime on those holidays.
- g) Effective January 1, 2018, employees with at least 5 years of service as of January

1 of that year, will be entitled to use an opt-out day pursuant to the following schedule, to allow the employee to be by-passed on the overtime chart for that day:

<u>Length of Service</u>	<u>Number of Opt-Out Days</u>
5 - 9 years	1
More than 10 years	2

Only one bargaining unit member may use their opt-out day per overtime shift, meaning that once an employee has utilized their opt-out, the next person on the list will be required to work the overtime shift.

The opt-out day cannot be used on any of the 6 holidays listed in Section f, above.

Opt-out days cannot be carried over from year to year.

- h) When determining which employee has the "lowest number of overtime hours from the equalization list," if 2 or more dispatchers/PSAs have the exact same number of hours worked, the least senior dispatcher(s)/PSA(s) will be ordered to work the overtime.
- i) No dispatcher or PSA will be required to work 16-hour shifts consecutively. Any dispatcher who is already working on overtime shall not be ordered to work the next shift in an overtime capacity.
- j) No dispatcher or PSA can be ordered to work via text message, electronic mail message or answering machine message. If contact is NOT directly made during the call process utilizing the equalization chart, the next person with the least amount of overtime hours worked shall be called and so on down the remaining list of employees on the chart.
- k) The procedures in a) through j) will not apply in an emergency.

10.3 In the event that there is an error by management in offering overtime, such error shall be corrected only by offering that amount of hours to the aggrieved dispatcher or PSA to be worked before the end of the next pay period. Payment of overtime for hours not worked shall not be allowed to correct an error.

The equalization chart utilized pursuant to the above provisions will be:

- a. The responsibility of the Union Representative to update.
- b. Updated bi-weekly in conjunction with the bi-weekly payroll report.
- c. Located in the Schedule Book and on the Union Board located in Dispatch.

Management/Command will not be held responsible for any errors that occur because of erroneous information on the equalization chart.

10.4 Any dispatcher or PSA called in to work during non-scheduled working hours shall be guaranteed a minimum of two (2) hours of work at his/her overtime rate.

10.5 A dispatcher or PSA will receive compensation for unscheduled overtime commencing at the time he/she reports for duty. In the event that a dispatcher or PSA is called to perform unscheduled overtime and ordered to report directly to the scene of an incident, then the employee will receive compensation from the time he or she receives the call ordering him or her to report.

10.6 Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.

10.7 **Compensatory Time.** A dispatcher or PSA who works overtime will have the option of receiving compensatory time off in lieu of monetary compensation for overtime. Compensatory time shall accumulate at the rate of an hour and one-half for each unpaid hour of overtime worked.

Each dispatcher or PSA may accrue up to eighty (80) hours of compensatory time. Dispatchers or PSAs will receive monetary compensation for any subsequent overtime hours worked until the number of accrued hours of compensatory time falls below the limit.

Compensatory time can be used by the dispatcher or PSA subject to the operational needs and requirements of the Police Department. Compensatory time that is approved five days in advance of the requested time cannot be cancelled (not to include emergency situations). Requests for use of compensatory time shall be approved or denied within 24 hours of receipt by the Patrol Commander. Compensatory time is approved or denied on a first come basis. Upon termination of employment, officers will be paid for all unused compensatory time at the dispatcher's or PSA's regular rate of pay upon termination.

10.8. Training on Leave Days

A. If training on a leave day is scheduled for less than 8 hours, the employee will receive, at his/her choice, overtime pay or compensatory time.

B. If the training on a leave day is scheduled to last 8 hours, the employee will receive credit for one adjusted 8 hour leave day, to be taken with approval of management or paid in overtime at the employee's option.

Training on Work Days:

A. If the training is scheduled for less than 8 hours, upon completion, the employee will be required to return to the department and work the duration of his/her normal shift.

B. If the training is scheduled to last 8 hours or more, the training will fulfill the employees 8 hour Work Day. The employee will be paid overtime for all hours in excess of 8.

ARTICLE XI
PROMOTION - DISPATCHER/PSAs

11.1 Dispatch Promotions. All promotions from part-time dispatcher to full-time dispatcher and from part-time PSA to full-time PSA shall be made on the basis of a competitive examination. The Chief will make his selection for promotion from the top three highest ranking candidates who have passed the examination.

11.2 If no part-time dispatchers or part-time PSAs pass the examination, the Chief may go to an outside source to fill the vacancy.

11.3 The competitive examination may be an oral examination.

11.4 Candidates will undergo and successfully complete a physical examination.

11.5 Should the Township determine to fill the position of Communication Supervisor, consideration will be given to bargaining unit members in the selection process. However, the Township reserves the right to hire from outside the bargaining unit if no employee is qualified to fill the vacancy or if no bids are received from employees in the bargaining unit. Employees promoted into the position shall not be in the bargaining unit, but shall retain their current defined benefit and shall remain part of the Dispatch MERS group.

ARTICLE XII
HOURS OF WORK - DISPATCHER/PSAs

12.1 The regular work week shall be defined as beginning 12:00 a.m. Monday and ending at 11:59 p.m. Sunday.

12.2 The Chief of Police shall establish each dispatcher's or PSA's start and finish times for each workday. A monthly work schedule shall be posted which shall give each dispatcher or PSA his/her job assignments for that month, including the start and finish times for each dispatcher's or PSA's work period. The Township will make every effort to schedule full-

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
April 10, 2018**

**ITEM G.5
PURCHASE OF NINE WHELEN
CENCOM SAPPHIRE CONTROL
HEADS
RESOLUTION #2018-04-10-13**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 10, 2018

ITEM: Financial Information on Forfeiture Funds

PRESENTER: Lieutenant Jon Brothers and Lieutenant Daniel Kudra

BACKGROUND:

Attached is a list enumerating each of the Township of Plymouth Police Department forfeiture funds. This list includes Federal Forfeiture, State Forfeiture and IRS Forfeiture Funds.

Also shown are the recent expenditures. In the event the Board grants approval for the purchase of the next five agenda items, we have subtracted those numbers to illustrate the new projected balances in each account.

Any questions you have regarding these numbers can be directed to Lieutenant Kudra, Lieutenant Brothers or Accountant Kushner.

Forfeiture Account Status:

As of 04-04-2018

Federal Forfeiture Account (265-300):

Opening Balance:	\$319,076.00
Pending Payments:	- \$88,619.00 (three patrol cars) - \$25,663.00 (One DB car)
Adjusted Balance:	\$204,794.00
Requested Expenditures	- \$48,565.00 (L3 In-car videos) - \$5,550.00 (.45 caliber ammo) - \$4,735.00 (Handguns, lights & mags)
Ending Balance:	\$145,944.00

IRS Forfeiture Account (267-300):

Opening Balance:	\$67,572.00
Pending Payments:	- \$25,663.00 (One DB/DEA car)
Adjusted Balance:	\$41,909.00
Requested Expenditures	- \$5,917.95 (Whelen control heads) - \$7,995.00 (Stalker Radars)
Ending Balance:	\$27,996.05

State Forfeiture Account (266-300):

Opening Balance:	\$69,228.00
Pending Payments:	None
Requested Expenditures:	None
Ending Balance:	\$69,228.00



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 10, 2018

ITEM: Police Department Purchase of Whelen CenCom Sapphire Control Heads.
Resolution #2018-04-10-13

PRESENTER: Lt. Daniel Kudra

BACKGROUND:

The Police Department is seeking board approval to purchase nine (9) Whelen CenCom Sapphire control heads for our fleet of patrol cars. We are planning to purchase these units with IRS Forfeiture Funds (Account 267-300). The list price for these units is approximately \$1400.00 a piece, but I was able to get bids from several distributors for significantly less. The winning bid was from Cynergy Products, and it came in at \$5917.00. The Police Department is planning on phasing out our old control units as we rotate cars out of the fleet. So as we purchase new patrol cars, these new control units will be installed when we up-fit those patrol cars. As such, we do not anticipate that there will be any added installation costs.

ACTION REQUESTED:

Approve the enclosed resolution authorizing the purchase of these control heads for a cost of \$5,917.00 to be paid from the IRS Forfeiture Account.

RECOMMENDATION:

Approve

PROPOSED MOTION: I move to approve Resolution #2018-04-10-13 authorizing the Plymouth Township Police Department to purchase nine Whelen CenCom Sapphire control heads for an amount up to \$5,917.00 out of IRS Forfeiture Funds.

Moved By _____ Seconded By _____

ROLL CALL:

___ Vorva, ___ Dempsey, ___ Heitman, ___ Clinton, ___ Heise, ___ Curmi, ___ Doroshewitz



Plymouth Township Police Department

2018 Budget Request

New Capital Item

Department: Police		Capital Item: Whelen Cen-Com Sapphire Siren/Light Control Units (CCSRN3)	
Quantity: 9 (Nine)	Useful Life: 12-15 years	Cost: \$5917.95	
Check One: Equipment <input checked="" type="checkbox"/> Project			
<u>Description and Function of new capital item</u> This product is the control unit for the lights and sirens on our patrol cars. It will also be used to control the locks that secure the long guns in the vehicles as well as the passenger side spot light and take-down/alley lights. This particular unit is a 3-Position Slide Switch and 18 Push Button Control Head. Some notable features listed on the company's website for this unit include: <ul style="list-style-type: none">• Indicator LEDs have been added to each output creating a simple way to troubleshoot shorted or broken connections in your vehicle's wiring.• Fuses and connections are easily accessible without having to use any tools or remove any covers. All high-current outputs are fused for your convenience.• New, heavy-duty power and output connectors can handle rough treatment without damage or accidental disengagement and are easily accessible on the front face of the Amplifier Control Module.• Configuration programming is easier than ever with newly redesigned CenCom Sapphire software. CenCom Sapphire retains the highly regarded simplicity of our previous CenCom software, with new features and added flexibility.			
<u>Explain new or improved service that will result from new item</u> This Item will improve our officer's ability to operate all of the emergency equipment on their marked patrol cars.			
<u>Why is this new item needed? Why does the Township need to provide this service?</u> The current control units that are installed in our patrol fleet are many years old. I have been unable to locate any records on when they were purchased, but I know that we have been using these same units ever since I hired into the police department back in 2000. That means that our current control units are at least 18 years old. The buttons on these units are backlit, for ease of operation at night. Several of our current control units have buttons that no longer light up, making it harder for officers to see and operate them properly at night. Additionally, one of our current control units was found to be inoperable when we attempted to have it installed in one of our new patrol cars (17-1) last year. My vehicle up-fitter contacted the manufacturer and was advised that our current model of control units is no longer in production and parts were no longer available to service them. We ended up having to order a new control unit for that vehicle.			
<u>How will any current services be affected or changed if approved? What will happen if this item is Not approved?</u> If approved, our fleet of patrol cars will be equipped with the most current technology in emergency equipment control units. The units will all function at full capacity and none will have any issues with backlighting, as our current control units do. If not approved, we will continue using the current control units. I have been told by my up-fitter that these units are well past their useful life expectancy. One unit has already failed, and several more are not functioning as designed (lack of backlighting on their buttons).			
<u>How do you anticipate providing this service?</u> If this expenditure is approved, the units will be replaced as the patrol cars are rotated out of service and new patrol cars are built. The work will be done by our vehicle up-fitter (R.A.S. Engineering).			

What will be the operating budget impact? (personnel, supplies, other charges)

There should be no impact on the operating budget, as the units will be installed as the current fleet of patrol cars are phased out and replaced. Installation will be included in the cost of up-fitting the new patrol vehicles as they come into service.

Priority One Emergency

5755 Belleville Rd, Canton, MI 48188
TX: 734-398-5900 FAX: 734-398-5904
www.priority1emergency.com

Quote

72645

3/07/2018 6:02PM

Expires: 4/30/2018

Station: 8

Account: 349 Code: 349

By:

W: 734 354-3232 F: 734 453-4107

Page

Terms: 30

Justin Braden

Bill To:

Attn: Accounts Payable
Plymouth Township Police Dept.
9955 N. Haggerty Rd.
Plymouth, MI 48170

Ship To:

Lt. Antal
Plymouth Township Police Dept.
42350 Ann Arbor Rd.
Plymouth, MI 48170

SKU	Description	Quantity	Price	Total
CCSRN3	Wheels CenCom Sapphire	9.0	799.99	7199.91
C-EB40-CCS-1P	Havis Equipment Bracket	9.0	24.99	224.91

SubTotal: 7,424.82
Exempt: 0.00
TOTAL: 7,424.82

Attention ALL Net 30 accounts Prices quoted are contingent on your agreement to pay invoices within 30 days Please note due to many unforeseen circumstances in the production of emergency vehicles, we regret we can only estimate, not promise, a completion time. Your understanding is greatly appreciated.



1463 Combermere Drive - Troy Michigan 48083
 Phone 248-298-3855 - Toll Free 800-491-9350
 Fax 248-298-3859

Quote

Date	Quote #
3/8/2018	30282

Name / Address

Plymouth Twp. Police Department
 9955 Haggerty Road
 Plymouth, Mi. 48170

Ship To

		Account #	Rep	Project
			CHSI	
Qty	Item	Description	Cost	Total
9	CCSRN3	Lt. Daniel Kudra Badge#402 - Tel# 734-354-3241 E-Mail: dkudra@plymouthtwppd.org Please accept the following quote for the purchase of (9) Whelen Cen-Com Sapphire remote mount siren light controllers for the police department.	625.00	5,625.00
8	Misc	CenCom Sapphire Siren/Light Controller C-EB40-CCS-1P Cen-Com Sapphire Havis Face Plate	32.55	292.95
Total				\$5,917.95

Automotive



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CenCom Sapphire™

[Click Here for the CenCom™ Programmer](#)



Application Photos

Click thumbnail for larger picture.



Models	Description	Features	Specs	Documents
--------	-------------	----------	-------	-----------

- CenCom Sapphire adds an integrated WeCan® serial port for connecting your Whelen WeCan series lightbar directly to the Amplifier Control Module. No more bulky wires and secondary boxes to contend with. Just plug in and go!
- Indicator LEDs have been added to each output creating a simple, way to troubleshoot shorted or broken connections in your vehicle's wiring.
- Fuses and connections are easily accessible without having to use any tools or remove any covers. All high-current outputs are fused for your convenience.
- New, heavy-duty power and output connectors can handle rough treatment without damage or accidental disengagement and are easily accessible on the front face of the Amplifier Control Module.
- Configuration programming is easier than ever with newly redesigned CenCom Sapphire software. CenCom Sapphire retains the highly regarded simplicity of our previous CenCom software, with new features and added flexibility, including the ability to configure your Whelen WeCan® lightbar!
- Control your warning lights, siren and Traffic Advisor™ functions from a single keypad.
- Two models to choose from for compatibility with Traffic Advisors.
CCSRN: operates Whelen 2-wire Traffic Advisors that do not require external controls. CCSRNT: operates Traffic Advisors that do require external controls.
- Solid-state outputs: one 40-Amp, two 20-Amp, four 10-Amp, and four 250 milliAmp.
- Relay output: one 10-Amp Dry Contact Relay.
- Lightbar: 1 Phoenix style connector for a WeCan series lightbar.
- Integrated Traffic Advisor connection on CCSRNT Series.
- Inputs: four positive or ground activated inputs, including a horn ring input.
- New models include input expansion module for an additional 8 positive or negative inputs (12 total).
- Easy to configure using the included CenCom Sapphire Windows application.
- Configured programs may be extracted, modified and stored for ease of service and reuse.
- A USB port on the Amplifier Control Module provides easy access for programming. The control head need not be connected for programming.
- Each button is individually customizable for numerous button types (Press on/Press off, momentary, etc).
- Control head back-lighting can be easily turned on or off for high visibility on patrol or blacked out for discrete night operations.
- Brightly back-lit push-buttons include standard function labels to choose from.
- Rugged, aluminum-housed Amplifier Control Module is field-serviceable with easy access to fuses and connections.
- Operates one or two 100-Watt siren speakers.
- PA microphone with plug-in connector and 20' microphone cable are included (except with hand held models).
- Includes all pigtails and connectors.
- Rugged CAT-5 cable connects the control head to the Amplifier Control Module.
- Five-year warranty.
- Meets or exceeds all applicable SAE, California Title XIII and NFPA requirements with various Whelen speakers.

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8100 W. MCNICHOLS
DETROIT, MI 48221
PHONE: 313-345-8700
FAX: 313-345-3967



Estimate

Date	Estimate #
3/8/2018	3642

Name / Address
PLYMOUTH POLICE DEPARTMENT ATTN: LT. KUDRA

Project

Item	Description	Qty	Cost	Total
WHCCSRN3	CEN COM CONTROLLER SIREN	9	649.00	5,841.00
9999996	HAVIS C-EB40-CCS-1P-1	9	26.50	238.50
	PRICING IS BASED ON QUANTITY OF 9 AND OVER			

www.absstorageproducts.com		Subtotal	\$6,079.50
YOUR BUSINESS IS GREATLY APPRECIATED!		Sales Tax (6.0%)	\$0.00
		Total	\$6,079.50

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
April 10, 2018**

**ITEM G.6
PURCHASE OF .45 CALIBER
GLOCK HANDGUNS
RESOLUTION #2018-04-10-14**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 10, 2018

ITEM: Police Department Purchase of .45 Caliber Glock Handguns, Tactical Lights and Glock Magazines.
Resolution #2018-04-10-14

PRESENTER: Lt. Daniel Kudra

BACKGROUND:

The Police Department is seeking board approval to purchase 4 new Glock pistols, 4 SureFire lights and 75 Glock 21 magazines. We are planning to purchase these items with Federal Forfeiture Funds (Account 265-300). We budgeted a total of \$10,000.00 from this fund for the purchase of ammo and firearms unit needs. We will be purchasing all of these items from the Firing Line in Westland. All prices quoted are Law Enforcement Pricing, which is set by the manufacturer and would be the same regardless of where we were to purchase these items from. The total bid for these items came in at \$4735.00 (which will leave us \$5265.00 for the purchase of ammo).

ACTION REQUESTED:

Approve the enclosed resolution authorizing the purchase of these handguns, tactical lights and magazines for a cost of \$4,735.00 to be paid from the Federal Forfeiture Account.

RECOMMENDATION:

Approve

PROPOSED MOTION: I move to approve Resolution #2018-04-10-14 authorizing the Plymouth Township Police Department to purchase four Glock 21 pistols, four SureFire tactical lights and 75 Glock 21 magazines for a total amount of up to \$4,735.00 out of Federal Forfeiture Funds.

Moved By _____ Seconded By _____

ROLL CALL:

___ Vorva, ___ Dempsey, ___ Heitman, ___ Clinton, ___ Heise, ___ Curmi, ___ Doroshewitz



Plymouth Township Police Department

2018 Budget Request

New Capital Item

Department: Police Department		Capital Item: Glock 21 (Gen4) .45 Caliber Pistols, Surefire X300 Ultra Lights, Glock 21 Magazines (13 round capacity)	
Quantity: Pistols (4) Lights (4) Magazines (75)		Useful Life: Pistols (25 years) Lights (10 years) Magazines (5 years)	
		Cost: Pistols: \$2240.00 Lights: \$920.00 Magazines: \$1575.00 Total: \$4735.00	

Check One: Equipment ☒ Project

Description and Function of new capital item

Glock 21 Pistols:

Remarkable for its accuracy and light recoil, the GLOCK 21 Gen4 delivers the legendary stopping power of the .45 AUTO round with 10/13 round magazine capacity. The Modular Back Strap design on the G21 Gen4 lets you instantly customize its grip to adapt to an individual shooter's hand size. The surface of the frame employs the new scientifically designed, real-world-tested, Gen4 rough textured technology. Internally, the new GLOCK dual recoil spring assembly substantially increases the life of the system. A reversible enlarged magazine catch, changeable in seconds, accommodates left or right-handed operators. The Gen4 system is the perfect complement to this iconic .45 caliber cartridge.

SureFire Lights:

The powerful and versatile SureFire X300 Ultra Weapon Light features a high-performance LED that generates 600 lumens of stunning white light focused by a Total Internal Reflection (TIR) lens to produce a tight beam with extended reach and significant surround light for peripheral vision. The virtually indestructible and highly efficient LED generates tactical-level light—more than enough to overwhelm an aggressor's dark-adapted vision—for 1.5 hours per set of batteries. The high-strength aerospace aluminum body is Mil-Spec hard anodized for superior toughness and is O-ring and gasket sealed to make it submersible to 22 meters. The X300 Ultra is also versatile and can be attached to a pistol or a long gun since its Rail-Lock system permits rapid attachment to and removal from either Universal or Picatinny rails. Its integral ambidextrous push/toggle switch provides one-finger operation for either momentary or constant-on operation.

Magazines:

These standard capacity, full-size factory magazines give you 13 rounds of big bore .45 ACP in a crack-resistant polymer magazine with full length reinforcing steel inserts, steel spring wire internals, and numbered witness holes. These Magazines fit Glock 21 and 21 SF pistols. Glock magazines come with a very strong spring rate from the factory to ensure reliability in the toughest of conditions. For added strength and durability factory Glock magazines are steel lined on the interior with a crack resistant polymer body. This increased durability gives officers, military members, and dedicated citizens the confidence that there will be no issues under heavy training.

Explain new or improved service that will result from new item

Pistols and Lights:

The pistols and weapon lights that we are requesting are identical to the units that are currently carried by our patrol officers. We are not asking for anything new, just to increase our inventory to support the needs of our growing police department.

Magazines:

The magazines that we are requesting are identical to the duty magazines that are currently carried by our patrol officers. If the purchase of these magazines is authorized, we will issue three to each police officer to be carried as their duty magazines. Our firearms training unit will collect all the old magazines and retain them for use on the range during training. This will

allow our officers to maintain their duty magazines in better condition, as they will no longer be subject to the punishment that they would ordinarily endure at the range during training.

Why is this new item needed? Why does the Township need to provide this service?

Pistols and Lights:

The pistols and weapon lights are requested to bring our inventory of weapons up to a level that will support a 30 officer department. We currently have three extra pistols in our inventory. We intend to hire three additional officers in 2018. We need to have enough extra pistols on hand to rearm any officer whose weapon might suffer a malfunction or that might become involved in an on-duty shooting.

Magazines:

Our officers are currently carrying magazines which date from 2012, which makes them approximately six years old. The life expectancy of the springs inside the magazines is five years. After five years the springs should be replaced to ensure the safe and reliable operation of the magazine as it feeds rounds into the weapon system. The cost to purchase new springs for our current magazines would be \$8.00 each. Additionally, our current magazines have been used by our officers during training since they were purchased back in 2012. During the course of training, the magazines routinely get ejected from the weapon system and fall (from a distance of up to 5 feet) onto the asphalt surface at the range. Additionally, it is common for the magazines to get stepped on repeatedly while used in training at the range. As a result, our current magazines are in a state that can best be described as "beat up".

How will any current services be affected or changed if approved? What will happen if this item is Not approved?

Pistols and Lights:

There will be no change to services currently provided by the police department if this purchase is authorized. If this purchase is not approved, we will issue our last three pistols to the three new police officers that we anticipate hiring this year. This will leave the police department with no spare pistols in our inventory. In the event that one of our officer's weapons suffers a malfunction or should one or more officers be involved in an on-duty shooting, we would need to come up with a way to rearm those employees.

Magazines:

There will be no change to services currently provided by the police department if this purchase is authorized. If this purchase is not authorized, we will need to purchase new springs for all of our magazines. The cost to do so would be \$8.00 per magazine. Additionally, the condition of our current duty magazines would continue to degrade with each additional year of training that they go through on the range.

How do you anticipate providing this service?

Items will be purchased from the Firing Line in Westland and put into service with the Police Department. The officer's old magazines will be collected, to be used for training at the range.

What will be the operating budget impact? (personnel, supplies, other charges)

There will be no impact on the operating budget.

Firing Line

33000 Ford Rd.
Westland, MI 48185

Invoice

Date	Invoice #
3/7/2018	1652

Bill To
Plymouth Twp Police Dept 9955 N. Haggerty Road Plymouth, Mi. 48170-4673

Ship To
SAME

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
SGT. SEIPENKO	BID ONLY	G	3/7/2018	734-326-7320		

Quantity	Item Code	Description	Price Each	Amount
4	Firearm	GLOCK 21 GEN4 W/TRIUMCON HD NIGHT SIGHTS	560.00	2,240.00
4	Accessories	SUREFIRE X300 ULTRA WEAPONS LIGHT	230.00	920.00
		BID ONLY BID ONLY		
		Sales Tax	6.00%	0.00

			Total	\$3,160.00
--	--	--	--------------	------------



SureFire X300 Ultra 600 Lumen LED WeaponLight

 [LARGER PHOTO](#)

 [EMAIL A FRIEND](#)



Alternative Views:



List Price: \$299.00

Price: \$269.10

Add to Cart for Best Price

Stock Status:In Stock

SKU: X300U-A

Choose your options:

Color*:

Black



Qty: 1

ADD TO CART

SUREFIRE X300 ULTRA 600 LUMEN LED WEAPONLIGHT

DESCRIPTION:

The powerful and versatile SureFire X300 Ultra WeaponLight features a high-performance LED that generates 600 lumens of stunning white light focused by a Total Internal Reflection (TIR) lens to produce a tight beam with extended reach and significant surround light for peripheral vision. The virtually indestructible and highly efficient LED generates tactical-level light—more than enough to overwhelm an aggressor's dark-adapted vision—for 1.5 hours per set of batteries. The high-strength aerospace aluminum body is Mil-Spec hard anodized for superior toughness and is O-ring and gasket sealed to make it submersible to 22 meters. The X300 Ultra is also versatile and can be attached to a pistol or a long gun since its Rail-Lock system permits rapid attachment to and removal from either Universal or Picatinny rails. Its integral ambidextrous push/toggle switch provides one-finger operation for either momentary or constant-on operation. Optional DG grip switches are available for use with a pistol, and an XT07 tape switch permits the X300 Ultra to be activated when attached to a long gun without altering your grip on your weapon.

FITS: Handguns and long guns with Picatinny or Universal rails. SureFire Adapter mounts available for several non-railed handguns

FEATURES:

- Virtually indestructible LED regulated to maximize output and runtime
- Tactical-level output with TIR lens for close- to longer-range applications
- Quick-detach rail clamp
- Submersible to 22 meters
- Accepts optional pistol grip and long gun forend switches
- Construction—High-strength aerospace aluminum with Mil-Spec anodizing; impact-resistant polymer; coated tempered window
- Includes high-energy 123A batteries with 10-year shelf life

SPECIFICATIONS:

- Max Output: 600 lumens

- Tactical Runtime: 1.5 hours
- Length: 3.6 inches
- Bezel Diameter: 1.0 inches
- Weight w/Batteries: 3.8 ounces
- Batteries: 2x 123A

Suggested Accessories:

SureFire SF12-BB |
12 Pack of CR123A
Lithium Batteries

PRICE: \$23.51

**Add to Cart for Best
Price**

Add ☐



Firing Line

33000 Ford Rd.
Westland, MI 48185

Invoice

Date	Invoice #
3/8/2018	1633

Bill To
Plymouth Twp Police Dept 9955 N. Haggerty Road Plymouth, Mi. 48170-4673

Ship To
SAME

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
SGT. SEIPENKO	BID ONLY	G	3/8/2018	734-326-7320		

Quantity	Item Code	Description	Price Each	Amount
75	Accessories	GLOCK 21 MAGAZINE (45ACP - FACTORY ORIGINAL)	21.00	1,575.00
		BID ONLY BID ONLY		
		Sales Tax:	6.00%	0.00

			Total	\$1,575.00
--	--	--	--------------	------------

- [Which GLOCK are You?](#)

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- [9 x 19mm](#)
- [.40](#)
- [10mm Auto](#)
- [.45 Auto](#)
- [.45 G.A.P.](#)
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FIND A DEALER 

GLOCK 21 Gen4

STANDARD

Glock 21 Gen4 | G21 Gen4

Remarkable for its accuracy and light recoil, the GLOCK 21 Gen4 delivers the legendary stopping power of the .45 AUTO round with 10/13 round magazine capacity. The Modular Back Strap design on the G21 Gen4 lets you instantly customize its grip to adapt to an individual shooter's hand size. The surface of the frame employs the new scientifically designed, real-world-tested, Gen4 rough textured technology. Internally, the new GLOCK dual recoil spring assembly substantially increases the life of the system. A reversible enlarged magazine catch, changeable in seconds, accommodates left or right-handed operators. The Gen4 system is the perfect complement to this iconic .45 caliber cartridge.

360 View



360°

360°

[GLOCK Innovation](#)

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Caliber / System



.45 AUTO / Safe Action

Dimensions



- **Length:**

204 mm / 8.03 in.

- **Width:**

32.50 mm / 1.27 in.

- **Length Between Sights:**

172 mm / 6.77 in.

- **Height:**

139 mm / 5.47 in.

- **Barrel Height:**

32 mm / 1.26 in.

- **Barrel Length:**

117 mm / 4.60 in.

Weights



- **Unloaded:**

830 g / 29.30 oz.

- **Loaded:**

1085 g / 38.30 oz.

Trigger Pull / Travel



- **Trigger Pull:**

~2,5 kg / ~5,5 lbs.

- **Trigger Travel:**

~12,5 mm / ~0,49 in.

Barrel Rifling / Length of Twist



- **Barrel Rifling:**

right hand, octagonal

- **Length of Twist:**

400 mm / 15,75 in.

Magazine Capacity



- **Standard:**

13

- **Optional:**

10

Glock Gen 4 Glock 21, 21SF .45 ACP 13-Round Factory Magazine



\$21.99 SALE
~~\$24.99~~

SAVE \$3.00 (14%)

Availability: In stock ★★★★★ 151 Reviews

SKU: MF21113

Brand: [Glock Magazines](#)

Caliber: 45 Auto (ACP)

Capacity: 13-Round

Material: Polymer



- Factory magazine
- Fit: Glock 41, 21, 21SF, 30 & 30SF
- Caliber: .45 ACP
- Capacity: 13-Round
- Finish: Black
- Body Material: Polymer with Steel Insert
- Base pad: Polymer

Quantity: - 1 +

[Add to Cart](#)[Add to Wishlist](#)

SHOPPING GUARANTEE

[Shipping Restrictions](#)[4Share](#)

DESCRIPTION

This is a factory 13-round magazine for Gen 4 Glock 21 and 21SF pistols in .45 ACP

Glock's .45 ACP combat pistols are known for their massive capacity, easy-to-handle recoil, and ultra-reliable performance. Designed to feed consistently in even the most extreme environments, Glock factory magazines are the **ONLY** choice for serious shooters ...

These standard capacity, full-size factory magazines give you 13 rounds of big bore .45 ACP in a crack-resistant polymer magazine with full length reinforcing steel inserts, steel spring wire internals, and numbered witness holes.

Fits Glock 21 and 21 SF pistols.

Glock magazines typically come with stiff springs from the factory, but they wear in quickly and become easier to load and unload after a few shooting sessions. Consider upgrading your magazine loader to get even more trigger time. Glock magazines come with a very strong spring rate from the factory to ensure reliability in the toughest of conditions. Sometimes, magazines are found to be a little bit difficult to load at first. However, after a few times loading and unloading, the springs break in nicely and it becomes much easier to load.

We recommend using a magazine loader to ease the loading process.

For added strength and durability factory Glock magazines are steel lined on the interior with a crack resistant polymer body. This increased durability gives officers, military members, and dedicated citizens the confidence that there will be no issues under heavy training.

Grab a few spare magazines for your Glock 21/21SF pistol today!

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
April 10, 2018**

**ITEM G.7
PURCHASE OF (3) STALKER
RADAR UNITS
RESOLUTION #2018-04-10-15**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 10, 2018

ITEM: Police Department Purchase of Stalker Radar Units.
Resolution #2018-04-10-15

PRESENTER: Lt. Daniel Kudra

BACKGROUND:

The Police Department is seeking board approval to purchase three (3) Stalker Radar units for our patrol cars. We are planning to purchase these units with IRS Forfeiture Funds (Account 267-300). The State Bid price for these units is \$7995.00. Two of the three cars that the radars need to be installed in are scheduled to be rotated out of service this year (to be replaced by the cars that we just ordered). The installation of those two radar units will be covered in the cost of up-fitting those two patrol cars, so there will be no additional install cost incurred. The third patrol car (unit #14-2) will stay in the fleet for another year or two, and will need to have the radar unit installed by R.A.S. Engineering. The owner of R.A.S. estimates that the cost to put the new radar in that car will be 250-300 Dollars. The installation costs associated with this unit will be paid for out of our vehicle maintenance/up-fit budget.

ACTION REQUESTED:

Approve the enclosed resolution authorizing the purchase of three Stalker Radar units for a cost of \$7,995.00 to be paid from the IRS Forfeiture Account.

RECOMMENDATION:

Approve.

PROPOSED MOTION: I move to approve Resolution #2018-04-10-15 authorizing the Plymouth Township Police Department to purchase three Stalker Radar units for an amount up to \$7,995.00 out of IRS Forfeiture Funds.

Moved By _____ Seconded By _____

ROLL CALL:

___ Vorva, ___ Dempsey, ___ Heitman, ___ Clinton, ___ Heisc, ___ Curmi, ___ Doroshewitz



Plymouth Township Police Department

2018 Budget Request

New Capital Item

Department: Police Department		Capital Item: Stalker DSR 2X Radar with Instant on Remote... Item #807-0002-00	
Quantity: 3	Useful Life: 12-15 years	Cost: \$2665.00 ea. (\$7,995.00 total)	
Check One: <input checked="" type="checkbox"/> Equipment <input type="checkbox"/> Project			
<u>Description and Function of new capital item:</u>			
<p>The Industry-leading Stalker 2X is unequalled in technology, performance, and safety. The Stalker 2X is two, full functioning direction-sensing radars in one compact unit which can simultaneously monitor front same and front opposite or rear opposite and rear same target zones from a single antenna. And, features a patented Rear Traffic Alert to warn the officer of rapidly overtaking same-direction traffic in situations when the patrol vehicle is most vulnerable.</p> <p>The Stalker 2X uses automation to reduce officer distraction caused by remote control use. Set-and-Forget Operation: Just select the two Target Zones you want to monitor and put the remote down. You simultaneously monitor four targets (strongest and faster in each zone) without touching the remote. Strong target locking and Faster target locking in all Target Zones is standard with the Fast-Lock Remote, while Strong target locking is standard with the Instant-On Remote.</p> <p>Other remote control features include tactile feedback keys, an ergonomically contoured body, amber backlit keys for night use, and omni-directional infrared operation that eliminates the need to point the remote.</p>			
<u>Explain new or improved service that will result from new item:</u>			
<p>Conventional moving radar can only monitor traffic in one Target Zone. With the Stalker 2X, two moving Target Zones or all four stationary Target Zones can be monitored simultaneously. Stalker 2X is actually two independent radar units operating on a single 5-window display.</p> <p>The 2X's Dual Zone capability distinguishes it from older moving radars: the 2X can monitor two zones from a single antenna. With the 2X, an operator can simultaneously monitor front same and front opposite or rear opposite and rear same Target Zones. No other police speed enforcement radar on the market has this feature.</p> <p>In default moving mode, any combination of one front and one rear Target Zones can be monitored, for example front opposite lane and rear same direction. In Dual Zone moving or stationary mode, both target zones on a single front or rear antenna can be monitored. In default stationary mode, one up to four Target Zones can be simultaneously monitored.</p> <p>Additionally, due to the radar's signal being instantaneous... radar and lidar detectors are useless. Even if a radar detector alarms a speeding motorist, it is already too late. These radars can make a measurement within 0.3 seconds, so by the time the speeding motorist's detector recognizes the radar's signal... the officer will already have acquired a speed-reading.</p>			

Why is this new item needed? Why does the Township need to provide this service?

The police department currently operates a fleet of ten (10) patrol cars, with ten (10) radar units. We currently have seven Stalker DSR 2X radars (six purchased in 2012 and one purchased in 2017), One Decatur Genesis I (purchased in 1995), One Decatur Genesis II (purchased in 2004) and one Decatur Speed Trak (purchased in 2005). The three older radar units are still operational, however they are between 13 and 23 years old. They have surpassed their projected life cycle, and are prone to displaying spurious (false) readings.

Finally, both officers and administrators regularly field traffic complaints from citizens. Whether it is a complaint of speeders in a citizen's subdivision or dangerous speeds observed in one of our many school zones, the purchase of these units will provide officers with a proven and reliable tool to address these concerns.

How will any current services be affected or changed if approved? What will happen if this item is Not approved?

Since the requested units are identical to the seven units that the department has already purchased, no additional training would be necessary for officers to be able to deploy the new units. The purchase of the new radar units would also ensure commonality across our fleet of patrol cars. Over the past few years, we have found that the older radar units in our patrol cars are unreliable and sometimes display spurious readings when activated. Since the majority of officers do not feel confident in the accuracy of the older radar units in the patrol cars, their ability to conduct speed enforcement would be negatively affected.

Applied Concepts, Inc. (d/b/a Stalker Radar) Product Terms and Conditions

- (1) **Purpose.** The terms set forth herein govern the sale and delivery of the Stalker Radar and other products (collectively "Products") sold by Applied Concepts, Inc. (d/b/a Stalker Radar "we," "us," "our," etc.) and purchased by the purchaser ("you," "your," etc.).
- (2) **Price and Product Changes; Errors.** Prices of Products are subject to change without notice, and all references in sales brochures, technical data sheets and offers on our website or otherwise as to size, weight, and other details of the Products are approximate only. No such term shall be binding on us unless expressly incorporated in a purchase order which is approved and accepted by us in accordance with these terms. In the event that a Product is mistakenly listed at an incorrect price or with other incorrect information, we reserve the right to refuse or cancel any orders placed for a Product listed at the incorrect price or based on incorrect product information. In addition, we are not responsible for any inability to fulfill orders due to reasons beyond our control. We reserve the right to refuse or cancel any such orders whether the order has been confirmed and you have paid for the Product. If you have already paid for the Product and your order is cancelled, we will issue a refund in the amount paid.
- (3) **Cancellation.** Cancellation of an order for standard Products will be accepted without penalty, prior to shipment. Cancellation of an order for non-standard or customized Products will not be accepted once item is in production or shipped.
- (4) **Delivery.** Unless separate arrangements have been agreed upon in writing with you to the contrary, the terms of delivery are F.O.B. our loading dock. We will use commercially reasonable efforts to make your purchased Products available for pick-up and delivery by you within a reasonable time after acceptance of an order from you, or, if you so specify, to place the purchased Products with a common carrier at your expense for delivery to you. You bear the risk of loss or destruction of the purchased Products upon and after the first to occur of (a) pick-up or acceptance of the Products by you or your common carrier at our place of business, or (ii) five (5) days after confirmation from us that the Products are ready for pick-up at our place of business. If we are required to store the Products due to any delay caused by you, you will reimburse us for reasonable storage charges. We reserve the right to make the Products available for pick-up and delivery in installments provided that such installment shall not be less than one Product unit, unless otherwise expressly confirmed in a written communication to the contrary by us. Delay in delivery of any installment shall not relieve you of your obligation to accept remaining deliveries.
- (5) **Returns.** We must authorize all returns and a Return Material Authorization (RMA), prior to shipping. All returns must be made within thirty (30) days after delivery as specified in Section (4). Returns will be shipped at your expense. An RMA number can be obtained by e-mailing Customer Service: csd@ac-concepts.com. We will not be responsible for, nor guarantee credit or replacement on, any product returned to us without an RMA. Under no circumstances will we accept collect shipments. Products returned must be received by us in re-salable condition. Product that cannot go back to stock as received will not be accepted. Please securely pack the Product and write the RMA number on the outside of the shipping box, not the product box. All returns are subject to a restocking charge of 15% of net price. A minimum repacking fee of 35% of current net price will be charged for all returned product requiring repackaging. Specific items may require additional charges.
- (6) **Payment.** You will pay the purchase price and applicable taxes and duties for Products without setoff, deduction, or withholding net 30. You hereby grant us a purchase money security interest in and to the Products until the purchase price and other applicable charges are paid in full. You consent to filing of a UCC-1 or other applicable document that we deem necessary to perfect this security interest and appoint our designee as your attorney-in-fact to execute and file such UCC-1 or other document in our sole discretion.
- (7) **Proprietary Information.** We have and claim various proprietary rights in the Products. You will not directly or indirectly cause any proprietary rights to be violated or any proprietary information to be disclosed to any third party without our prior written consent.
- (8) **Warranty.** We warrant Products to be free of defects and (a) that Products will perform materially in accordance with the user guides, quick reference guides, and other technical and operations manuals and specifications for Products

provided by us. At our election, we will repair or replace at our cost all Product hardware components that fail due to defective materials or workmanship during the warranty period specified in your owner's manual or a longer period specified in your quote or invoice. You must return failed Product to the factory or an authorized service center, freight prepaid. Return shipping on air components that fail within 6 months from shipment date, will be paid for by us through a shipping label we provide to you. We will pay standard UPS ground on all return shipping. This warranty excludes normal wear-and-tear such as frayed cords, broken connectors, scratched or broken cases, or physical abuse. The foregoing warranty is exclusive, in lieu of all other warranties, of quality, fitness, or merchantability, whether written, oral, or implied. We will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use Product even if you have advised us of the possibility of such damages. As a further limit on warranty, and as an expressed warning, you should be aware that harmful personal contact may be made with Product in the event of violent maneuvers, collisions, or other circumstances even though said Product is installed and used according to instructions. We specifically disclaim any liability for injury caused by a Product in all such circumstances. *Any attempt to repair a Product on your own will void the warranty.*

- (9) **Limitations of Liability.** WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAID US UNDER THIS AGREEMENT FOR PRODUCTS DURING THE 12 MONTHS PRECEDING THE CLAIM.

(10) Miscellaneous

- a) **Force Majeure.** We and our partners will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storm or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- b) **Assignment.** You may not assign or otherwise transfer Products or any of your rights and obligations specified herein without our prior written approval. Subject to the foregoing, these terms and conditions will be binding upon, and inure to the benefit of us, you and our and your respective successors and permitted assigns.
- c) **Jurisdiction.** Your purchase of Product and these terms and conditions shall be governed by, construed, and enforced in accordance with the laws of the State of Texas without regard to its conflicts of law provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such Arbitration shall take place only in Collin or Dallas Counties, State of Texas. There is no recourse beyond the Binding Arbitration mentioned herein and that no civil litigation or action will be brought by either party as a direct result of your purchase or use of Product or these terms and conditions. The non-prevailing party (as exclusively determined by the arbitrator) shall pay all of the prevailing party's arbitration fees, attorneys' fees, costs (including costs of investigation), expert witness fees, and all other related expenses of every kind and nature whatsoever. Notwithstanding the foregoing, we may seek any equitable or injunctive relief in a court having proper jurisdiction to protect our rights under these terms and conditions or to protect any of our proprietary interest or goodwill.
- d) **Severability.** In the event that any provision of these terms and conditions is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law or any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if these terms and conditions did not contain the particular provisions held to be unenforceable.

STALKER^{radar}

applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Pam Schneidewind
972-801-4890

Reg Sales Mgr: Greg Chambers
214-551-2807

QUOTE
#2011550

Page 1 of 1

Date: 03/01/18

Effective From : 08/21/2017

Valid Through: 04/19/2018

Lead Time: 26 working days

Bill To: Plymouth Twp Police Dept 9955 N Haggerty Rd Plymouth, MI 48170-4673	Customer ID: 019773 Accounts Payable	Ship To: Plymouth Twp Police Dept 9955 N Haggerty Rd Plymouth, MI 48170-4673	UPS Ground Sergeant Daniel Kudra
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Grp	Qty	Package	Description	Wmty/Mo	Price	Ext Price
1	3	807-0002-00	DSR 2X Radar with Instant On Remote	24	\$2,865.00	\$7,995.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	3	200-0985-20	2X Counting Unit, 1.5 PCB			\$0.00
2	3	200-0875-30	2X Modular Display, High Bright LEDs			\$0.00
3	3	200-0326-30	DSR KA Antenna			\$0.00
4	3	200-0326-32*	DSR KA Rear Antenna			\$0.00
5	3	200-0916-00	Stalker 2X Instant On Remote Control			\$0.00
8	3	200-0648-00	Display Sun Shield			\$0.00
9	3	200-0243-00	Counting/Display Tail Mount			\$0.00
10	3	200-0244-00	Antenna Dash Mount			\$0.00
11	3	200-0245-00	Antenna Tail Deck Mount			\$0.00
12	3	155-2055-04	Antenna Cable, 4 Ft			\$0.00
13	3	155-2055-20	Antenna Cable, 20 Ft			\$0.00
14	3	155-2283-50	CAN/VSS Power Cable			\$0.00
15	3	200-0619-00	2X User Manual			\$0.00
16	3	035-0361-00	Shipping Container, Dash Mounted Radar			\$0.00
17	3	080-1000-24	24-Month Warranty			\$0.00
18	3	006-0300-00	Michigan Certificate of Compliance, Radar			\$0.00
Group Total						\$7,995.00

Product	\$7,995.00	Sub-Total:	\$7,995.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		Total: USD	\$7,995.00

Vehicle Information:
0000 TBD

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

select the
te down. You
r in each zone)

get Zones is
it locking is

eyes, an
ght use, and
eed to point the

Optional Waterproof Motorcycle Components

The Stalker's 2X waterproof components are durable, accurate products for continuous duty in the worst conditions. A full selection of brackets, mounts and cables are available.

Contact us for a Stalker Motorcycle Components brochure or go to StalkerRadar.com for more information.



TALK

The Industry-leading Stalker 2X is unequalled in technology, performance, and safety. The Stalker 2X is actually two, full functioning direction-sensing radars in one compact unit which can simultaneously monitor front same and front opposite or rear opposite and rear same target zones from a single antenna. And, features a patented Rear Traffic Alert to warn the officer of a rapidly overtaking same-direction traffic in situations when the vehicle is most vulnerable.

You i
(the 2X now shows i
(or rear) targets in



XMIT Turns the associated antenna on and selects the previous Target Zone.

HOLD Instantly places the associated antenna into (hold) (standby) mode.

SAME (Front & Rear) Turns on the front or rear transmitter (if in hold) and directly selects a Same Direction Target Zone.

MENU Press and release the Menu key to enter the Operator Menu system allowing the \uparrow and \downarrow keys to change the operator settings.

Press and hold the Menu key turns on the Dual Zone mode.

PS BLANK An incorrect patrol speed can be blanked and reacquired or, after a target lock, the patrol speed can be blanked and restored.

TEST Initiates a diagnostic check on the display unit, counting unit, and both antennas.

Fast-Lock Remote
This remote is designed for departments that require Fast Lock operation and normally operate in instant transmit mode.

Instant-On Remote
This remote is designed for departments that do not require Fast Lock operation but routinely use the "instant-on" feature. A dedicated XMIT/HOLD key provides instant transmitter ON/OFF operation.



- New Dual Zone Mode
- Direction-Sensing Technology
- Rear Traffic Alert Feature for Officer Safety
- 2 Ergonomic Backlit IR Remote Controls
- Automatic Same-Direction Tracking
- Plug-n-Play Vehicle Speed Sensing
- Voice Verification of Antenna, Mode, and Direction
- **Stalker - Used by more State Agencies than all other radar brands combined**



in one Target Zone. With the Stalker 2X, two moving Target Zones or all four can be monitored simultaneously. Stalker 2X is actually two independent radar units window display.

ability distinguishes it from competitors' moving radars: only the 2X can monitor antenna. With the 2X, an operator can simultaneously monitor front same and front e and rear same Target Zones. No other police speed enforcement radar on the

any combination of one front and one rear Target Zones can be monitored, for one and rear same direction. In Dual Zone moving or stationary mode, both target or rear antenna can be monitored.

le, one up to four Target Zones can be simultaneously monitored.

s generated from the target's
s correlates directly to the target's

in Is Standard

been simpler. Plug the Stalker
t located under the dash on the
wire harnesses to find, just simple

designed to warn
n traffic when the
ns — pulling into traffic from
ching vehicle within adjustable
live alert tone. Rear Traffic

EDs

ck and utilizes three colors
strongest, faster, and

ny display module can be easily
ated from the counting unit using
lional cable. This allows for
/ limitless installation options.

ial Port

erial RS-232 port can interface
most video cameras, computers,
e readouts, printers, and the
er CopTrax In-Car Video System.



The Most Sophisticated Ka-Band Antennas

- Faster Target Acquisition
- More Dynamic Range

Waterproof Ka-Band

The Stalker 2X uses O-ring sealed, Ka-Band antennas. These compact, completely waterproof antennas include locking connectors and can be exterior mounted with no environmental concerns.

Patented, RFI Immune Digital Communication

The Stalker 2X achieves the industry's longest range by digitizing the Doppler audio signal at the antenna and using a high-speed digital communication link to transmit data between the antenna and the counting unit.

Traditional two-piece radar units send a low-level Doppler audio signal from the antenna to the counting unit for processing and speed display. This method is susceptible to noise induced by the auto ignition and 2-way radio transmissions, which results in reduced range and increased potential for false targets.

By using digital antenna signaling, we've virtually eliminated false signals and improved the range of our products.



Fast-Target Locking is Another Stalker 2X

Now, an operator has a choice of locking the faster target or stronger target in any Target Zone, includ

Dramatically Simplifies Moving "Same-Direction" Operation While Automatically Ensuring Accuracy



With direction sensing automatically deterr closing or going awa to automatically me simply and accurate traffic.

No longer does the same-direction traff vehicle. The Stalker simple, accurate, an Dual Zone technolog 2X antennae's direction

the radar's display to present speed data simultaneously on up to four targets.

A Giant Leap in the Effectiveness of Stationary Operation



The direction sensing ability of the Stalker 2X direction of traffic to monitor. The 2X can mea ignoring vehicles that are going away—even if a distant closing target.

Imagine the typical situation where you wish distance on a two-lane road. Just when a disu passes by your location heading away from y A conventional radar would display the truck's you could not measure the closing car's spee the truck because it is traveling away from the the closing vehicle—even though it is still dista operation very useful and highly effective in al

Provides Voice Verification of the Antenna, Radar Mode, and Direction

Whenever a target is locked, the Stalker 2X audibly tells the operator WHICH antenna is in use (front or rear), what MODE the radar is operating in (moving or stationary), and the DIRECTION (opposite or same direction) the vehicle is traveling. This added step assists the operator in ensuring accuracy every time.

Your Choice of Two Full-Function Remotes

■ Fast-Lock Remote

This remote is designed for departments that require Fast Lock operation and normally operate in constant transmit mode.

■ Instant-On Remote

This remote is designed for departments that do not require Fast Lock operation but routinely use the "instant-on" feature. A dedicated XMIT/HOLD key provides instant transmitter ON/OFF operation.



**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
April 10, 2018**

**ITEM G.8
PURCHASE OF .45 CALIBER
AMMUNITION
RESOLUTION #2018-04-10-16**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 10, 2018

ITEM: Police Department Purchase of .45 Caliber Ammunition.
Resolution #2018-04-10-16

PRESENTER: Lt. Daniel Kudra

BACKGROUND:

The Police Department is seeking board approval to purchase 20,000 rounds of .45 caliber ammunition. We are planning to purchase these items with Federal Forfeiture Funds (Account 265-300). We budgeted a total of \$10,000.00 from this fund for the purchase of ammo and firearms unit needs. I secured three bids for this ammunition. The lowest bid for new manufacture ammo is from Vance's. The bid for the ammo came in at \$5550.00 (Shipping is included in the bid price). When you add the cost of this ammo to the cost (\$4735.00) of the other firearms related items that we are requesting, the total cost comes in at \$10,285.00

ACTION REQUESTED:

Approve the enclosed resolution authorizing the purchase of this ammunition for a cost of \$5,550.00 to be paid from the Federal Forfeiture Account.

RECOMMENDATION:

Approve

PROPOSED MOTION: I move to approve Resolution #2018-04-10-16 authorizing the Plymouth Township Police Department to purchase 20,000 rounds of .45 caliber ammunition for a total amount of up to \$5,550.00 out of Federal Forfeiture Funds.

Moved By _____ Seconded By _____

ROLL CALL:

___ Vorva, ___ Dempsey, ___ Heitman, ___ Clinton, ___ Heise, ___ Curmi, ___ Doroshewitz



Plymouth Township Police Department

2018 Budget Request

New Capital Item

Department: Police Department		Capital Item: Winchester .45 Caliber ACP 230 Grain FMJ Ammunition	
Quantity: 20,000 Rounds	Useful Life: Indefinite	Cost: \$3,550.00	
Check One: Equipment <input checked="" type="checkbox"/> Project			
<u>Description and Function of new capital item</u> This is new production Ammunition. Each cartridge in this case fires a 230gr. FMJ bullet at 830 feet per second, producing typical ballistics for the .45 Auto. Winchester ammunition is made in the USA using high quality components including non-corrosive Boxer primers and brass cases.			
<u>Explain new or improved service that will result from new item</u> Purchase of this ammunition will allow our officers to train and qualify at the range with their department issued side arms.			
<u>Why is this new item needed? Why does the Township need to provide this service?</u> Officers are required by the Michigan Commission on Law Enforcement Standards to qualify with their department issued handguns on an annual basis. Our firearms training unit conducts nine training days where, in addition to qualifying, officers receive instruction in combat tactics and marksmanship. In 2017 our department fired over 15,000 rounds of .45 caliber ammunition during training and qualification.			
<u>How will any current services be affected or changed if approved? What will happen if this item is Not approved?</u> Current services will be unaffected if this purchase is approved. If this purchase is not approved, we will not have enough ammunition on hand to train and qualify our officers.			
<u>How do you anticipate providing this service?</u> The ammunition will be ordered online and shipped directly to our department.			
<u>What will be the operating budget impact? (personnel, supplies, other charges)</u> There will be no effect on the operating budget. Shipping costs are included in the estimate.			

Firing Line

33000 Ford Rd.
Westland, MI 48185

Invoice

Date	Invoice #
3/7/2018	1650

Bill To
Plymouth Twp Police Dept 9955 N. Haggerty Road Plymouth, MI. 48170-4673

Ship To
SAME

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
SGT. SEIPENKO	BID ONLY	G	3/7/2018	734-326-7320		
Quantity	Item Code	Description			Price Each	Amount
20	Ammunition	1000 ROUND CASE OF 45 ACP 230GR. FMJ AMMUNITION (BLASER BRASS)			295.00	5,900.00
		BID ONLY	BID ONLY			
		Sales Tax			6.00%	0.00
					Total	55,900.00



Send PO's To:
3723 Cleveland Ave
Columbus, OH 43224
ph (614)471-0712
fx (614)471-2134

Remit Pymt To:
4250 Alum Creek Dr
Obetz, OH 43207
ph (614)489-5025
fx (614)489-5077

Account Name PLYMOUTH TOWNSHIP POLICE
DEPARTMENT
Contact Name Sgt. TODD SEIPENKO
Bill To 9955 N. HAGGERTY RD
PLYMOUTH, MI 48170
Phone (734) 354-3273
Fax (734) 453-4107
Email lseipenko@plymouthtwpd.org

Date 3/7/2018
Quote Number 00021113
Prepared By Doug Vance

Quantity	SWB	Brand/Model	Description	Unit/Package	Unit Price	Total Price
40.00	Q4170	Winchester	USA .45ACP 230gr. FMJ	500 rds	\$135.00	\$5,400.00
Subtotal						\$5,400.00
Trade In Value						\$0.00
Shipping and Handling						\$150.00
Tax						\$0.00
Quote Grand Total						\$5,550.00

Payment Details

Net 30 ☒
Check
Credit Card

Number of Days
Quote Valid Quote Valid 30 Days

Name _____
CC # _____

Office Use Only * \$150.00 charge is for lift-gate service from the freight company.

Expires _____ CRV CODE _____
CREDIT CARDS OVER \$1,000 incur a 3% SURCHARGE.

DEARBORN



OUTDOORS

15101 Century Dr suite 504

Dearborn, MI 48120

313-436-0262

PRICE QUOTE

1: 20K Brass 45 ACP reloads \$5,500

2: 20K Brass 45 ACP NEW \$5,890

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
April 10, 2018**

**ITEM G.9
PURCHASE OF (10) L3 IN-CAR
VIDEO SYSTEMS
RESOLUTION #2018-04-10-17**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 10, 2018

ITEM: Police Department Purchase of L3 In-car Video Systems.
Resolution #2018-04-10-17

PRESENTER: Lt. Daniel Kudra

BACKGROUND:

The Police Department is seeking board approval to purchase ten (10) L3 in-car video systems. We are planning to purchase these units with Federal Drug Forfeiture Funds (Account 265-300). The cost for this equipment will be \$48,565.00. Three cars that these video systems need to be installed in are scheduled to be rotated out of service this year (to be replaced by the cars that we just ordered). The installation of the video systems in those cars will be covered in the cost of up-fitting, so there will be no additional install cost incurred on those vehicles. The rest of the fleet (seven patrol cars) will need to have these video systems installed by R.A.S. Engineering. I spoke to the owner, and he estimates that the cost to put the new video systems in those cars could be up to 450 Dollars per car, but could be less depending upon how the current systems are installed (for a total of \$3150.00 in installation costs... worst case scenario). The costs associated with the installation of these systems will be paid for out of our vehicle maintenance / up-fit budget.

ACTION REQUESTED:

Approve the enclosed resolution authorizing the purchase of ten L3 In-car Video Systems for a cost of \$48,565.00 to be paid from the Federal Drug Forfeiture Account.

RECOMMENDATION:

Approve

PROPOSED MOTION: I move to approve Resolution #2018-04-10-17 authorizing the Plymouth Township Police Department to purchase ten L3 In-car Video Systems for an amount up to \$48,565.00 out of Federal Drug Forfeiture Funds.

Moved By _____ Seconded By _____

ROLL CALL:

___ Vorva, ___ Dempsey, ___ Heitman, ___ Clinton, ___ Heise, ___ Curmi, ___ Doroshewitz



Plymouth Township Police Department

2018 Budget Request

New Capital Item

Department: Police Department		Capital Item: Level 3 Flashback HD 32 GB Digital In-Car Video Systems	
Quantity: 10	Useful Life: 7-10 years	Cost: \$48,565.00	
Check One: Equipment X		Project	
<u>Description and Function of new capital item</u>			
<p>L3's Flashback HD system in-car video system provides the ultimate video capture solution. The new streamlined camera is highlighted with a 10x optical plus 12x digital zoom. This allows users to capture images at greater distances while the high definition video technology provides for the maximum level of image detail.</p> <p>The camera can be rotated 360 degrees, allowing video to be captured inside or outside of the vehicle. Equipped with L3's exclusive Nite-Watch technology, the camera intuitively highlights objects in shadowed areas and prevents glare from headlights providing the ultimate experience in high definition recording.</p>			
<u>Explain new or improved service that will result from new item</u>			
<p>These new in-car video systems record video in high definition, and their DVR's possess over four times the storage capacity of our current systems. Another aspect of the new system that our current in-car video system does not possess is the ability to record the rear seat occupants (prisoners) of the patrol car. The new system that we are asking for has a separate camera, which is dedicated to recording the rear seat area of the patrol car.</p>			
<u>Why is this new item needed? Why does the Township need to provide this service?</u>			
<p>In-car video systems were originally purchased for the Township's fleet of patrol cars back in November of 2002. The original system that we purchased used early generation cameras and footage was recorded on VHS tapes. Back up batteries and crash sensors were added in December of 2007. The systems were further upgraded with the addition of digital cameras and DVR recorders in December of 2011.</p> <p>All of the wiring that runs between the camera, DVR and antenna on our current systems dates from the original purchase in November of 2002. This wiring has been repeatedly installed, uninstalled and reinstalled in a number of different vehicles since it was first purchased. The wiring has been cut and then spliced back together several times over its 15+ years in service with the police department. Our current back-up (crash) batteries will be 11 years old this year, and I have been advised by my vehicle up-fitter that they are well past their life expectancy and cannot be relied upon to function properly if needed.</p> <p>The switch from standard definition to high definition cameras will yield better quality video, which will make for better/more compelling evidence in court proceedings.</p>			
<u>How will any current services be affected or changed if approved? What will happen if this item is Not approved?</u>			
<p>Many of the components of the current in-car video systems are at the end of or have exceeded their life expectancy. The back-up batteries cannot be expected to function and power the camera system in the event that one of our patrol cars is involved in a collision that knocks out electrical power to the vehicle. This could</p>			

potentially leave the Township in a position where an officer's actions immediately following a crash are not caught on camera. Additionally, the switch from standard definition to high definition cameras will yield better quality video, which will make for better/more compelling evidence in court proceedings.

If not approved, our fleet of patrol cars will carry on utilizing the existing in-car video systems. The operation of these systems will become increasingly unreliable, which might leave the Township open to liability should questions arise about why a particular incident was not captured on camera.

Additionally, the money spent on capital improvements that have already been made (in preparation for this upgrade) will have been spent in vein. In 2017, the Township spent approximately \$15,000.00 to upgrade the antennas that receive the digital media from the patrol vehicles at the police station and purchased a seven terabyte server to store the digital media files.

How do you anticipate providing this service?

We will purchase the equipment and have it installed in the fleet of patrol vehicles.

What will be the operating budget impact? (personnel, supplies, other charges)

Once the initial two year warranty on this equipment expires, we can expect to pay \$299.00 per year (per unit) to cover the cost of an extended service contract. This extended service contract will cover the cost of repairs should we have any issues with this equipment. This totals \$2990.00 per year (today's prices) starting with the 2020 budget.

High-Definition Digital In-Car Video

See What You've Been Missing



Key Features

Automatic Record Triggers - automatically starts recording when lights or sirens are turned on or when the patrol car reaches a specified speed.

Automatic High-Speed File Transfers - faster uploads of video and faster downloads of software updates utilizing 802.11n Wi-Fi.

Flexible Recording Options - records in 720p HD to maintain the crispness of the video or in SD to minimize file size.

Nighttime Recording - L-3's Nite-Watch™ technology increases the ability to record video surveillance in extreme low-light conditions.

Trace Points - enables fast and accurate tracking of vital events in video recordings. Trace points can be tracked using Google Maps™.

Multi-Camera Video Capture - records up to five cameras and three audio sources simultaneously.

Wide Dynamic Range - enables objects in both bright and dark areas to be visible under harsh lighting conditions.

Simultaneous Playback - continue recording video while reviewing a recent recording at the same time.

Hands-Free Evidence Upload - video uploads are automatic and require no manual intervention.



FLASHBACK HD



DVR

Pre/Post Record	Up to 60 Seconds
Video Channels	1 Standard, 1 Hi-Def
Camera Inputs	5
Automatic Record Triggering	Yes
Audio Channels	3
Record Time	Up to 70 Hours
Storage	32, 64, and 128 GB
Onboard GPS	Yes
Onboard Wi-Fi	802.11a/b/g/n
Automatic Upload	Yes
Radar Interface	RS-232

HD Optical Zoom Camera

Optical Zoom	10x
Digital Zoom	12x
Auto-Focus	Yes
Resolution	720p HD
Auto-Zoom	Yes
Wide Dynamic Range	Yes

Monitor

Screen Size	3.5 in.
Color	Yes
DVR Control Buttons	Yes

VLX Wireless Microphone

Talk Time	Up to 24 Hours
Standby Time	Up to 5 Days
Range	Up to 1,200 ft. Line of Sight
Indicators	LED and Vibration
Frequency Hopping	Yes



2016 L-3 Mobile-Vision, Inc. This material describing L-3 Mobile-Vision, Inc. general capabilities has been released in the Public Domain through unlimited distribution at conferences, meetings, seminars, trade shows or exhibitions and is generally accessible to the public in the United States. The technical data contained herein is controlled under the Export Administration Regulations (EAR) and may not be exported to a Foreign Person, either in the U.S. or abroad, without proper authorization by the U.S. Department of Commerce. Specifications subject to change without notice. Call for latest revision. All brand names and product names referenced are trademarks, registered trademarks, or trade names of their respective holders. 07/16

L-3 Mobile-Vision, Inc.

400 Commons Way • Rockaway, NJ 07865

800.336.8475

Sales:MVI@L-3com.com

www.Mobile-Vision.com



Mobile-Vision, Inc.

400 Commons Way, Rockaway, NJ 07866
T. 973-453-8562 F. 973-257-3024

QUOTE

Number 207788083

Date March 05, 2018

Sold To

Plymouth Township Police Dept.
Dan Kudra
9955 North Haggerty Road

Ship To

Plymouth Township Police Dept.
Dan Kudra
9955 North Haggerty Road

Plymouth, MI 48170

Phone 734-354-3262

Fax 734-453-4107

Plymouth, MI 48170

Phone 734-354-3262

Fax 734-453-4107

Salesperson		P.O. Number		Ship Via		Terms	
Paul Olkowski				None			
Line	Qty	SKU	Description	Unit Price	Ext.Price	Comments	
1	10	FBHKS32ZSN1K4	FlashbackHD Syst, 32GBSD, OZ Cam, VLX, Std-Mon, Blk-thru-hole-wifi/wifi/GPS Ant, Trunk Mount	\$4,316.00	\$43,160.00	* Promotional Pricing *	
2	10	CBS-KA	Back up battery and crash sensor kit assembly for use with Flashback DVRs.	\$225.00	\$2,250.00		
3	10	MVD-FB-EMA-1Y	Flashback, In-Car Video System, 1 Year Warranty	\$299.00	\$0.00	* Promotional Pricing 2 Year warranty*	
4	10	IRCAMS	Camera kit, rear seat IR with 14 ft extension cable. No integrated microphone	\$265.50	\$2,655.00		

Promotional Pricing Valid through March 30th 2018. We regret that orders received in after that date cannot be processed with promotional pricing

Installation of FBHD In-Car Video Systems is not Included

Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed: _____ Dated: _____

L3 Shipping Terms are FOB Rockaway, NJ. By signing below you agree to waive your shipping terms and ship this order FOB Rockaway, NJ.

Signed: _____ Dated: _____

SubTotal	48,065.00
Tax	TBD
S&H	500.00
Total	48,565.00

Quotation is valid for 60 days from date issued. The technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commerce. State/Local Fees and Taxes are not included.

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
April 10, 2018**

**ITEM G.10
APPOINT TRUSTEE DEMPSEY TO
THE ELECTION COMMISSION
RESOLUTION #2018-04-10-18**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 10, 2018

ITEM: Appoint Jack Dempsey to The Charter Township of Plymouth Election Commission with a term expiring on November 20, 2020.
Resolution #2018-04-10-18

PRESENTER: Clerk Jerry Vorva

BACKGROUND:

Michigan Election Law requires that every City, Township and Charter Township establish local Election Commissions based on each respective form of government. **Charter Townships, in particular, require the Election Commission to consist of The Township Clerk and Two Trustees appointed by the Township Board.**

The Election Commission is primarily responsible for the **oversight** of the statutory duties mandated for the Clerk to perform by State Law. The primary responsibilities for the Election Commission are attached. The tasks are completed by the Clerk, Deputy Clerk and Staff but the oversight is required by the Election Commission and all meetings of the Commission are subject to the Open Meetings Act.

RECOMMENDATION:

Approve Appointment

PROPOSED MOTION: I move to approve Resolution #2019-04-10-18 authorizing the appointment of Jack Dempsey to the Election Commission for a term expiring on November 20, 2020.

Moved By _____ Seconded By _____

ROLL CALL:

____ Vorva, ____ Dempsey, ____ Heitman, ____ Clinton, ____ Heise, ____ Curmi, ____ Dorashewitz

PLYMOUTH TOWNSHIP ELECTION COMMISSION		
TOWNSHIP CLERK	TOWNSHIP TRUSTEE	TOWNSHIP TRUSTEE

Responsibilities: (Oversight)

- Establishing precincts, including temporary precinct consolidations for non State/Federal elections
- Establishing Absent Voter Counting Boards (AVCBs)
- Assessing Voting Equipment Needs (Supplies)
- Performing logic and accuracy testing for voting equipment. Testing is delegated to the local Clerk but public accuracy testing must be conducted by the election commission. Or each member's designated representative.
- Authorizing the printing and provision of ballots for use in Township elections and certain school district elections.
- Providing election supplies – forms, ballot containers, etc.
- Appointing precinct inspectors prior to each election, including AVCB members, Receiving Board members, precinct chairpersons and alternates. All CERTIFIED election inspectors must be appointed at least 21 days prior to the election and no more than 40 days prior to each election.
- Notifying major political parties of the appointment of election inspectors in federal and state elections
- Carrying out any other election related duties for your respective jurisdiction

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

RESOLUTION # 2018-04-10-18

**RESOLUTION TO APPOINT A BOARD MEMBER
TO THE CHARTER TOWNSHIP OF PLYMOUTH ELECTION COMMISSION**

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 April 10, 2018, the following resolution was offered:

WHEREAS, Michigan Election Law requires that every Charter Township establish a Local Election Commission consisting of the Township Clerk and two trustees appointed by the Board of Trustees, and,

WHEREAS, the Election Commission is responsible for the oversight of the statutory duties mandated for the Clerk to perform by State Law as it relates to elections, and, therefore, serve as an integral part of the election process,

NOW, THEREFORE, BE IT RESOLVED THAT the Charter Township of Plymouth authorizes the appointment of Trustee Jack Dempsey to the Charter Township of Plymouth Election Commission for a term expiring on November 20, 2020

Moved by: _____ Seconded by: _____

Roll Call Vote:

Ayes:

Nays:

Adopted: Regular Meeting of the Board of Trustees on April 10, 2018
Resolution: **#2018-04-10-18**

Jerry Vorva, Clerk, Charter Township of Plymouth

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
April 10, 2018**

**ITEM G.11
APPOINT TRUSTEE HEITMAN TO
THE ELECTION COMMISSION
RESOLUTION #2018-04-10-19**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 10, 2018

ITEM: Appoint Gary Heitman to The Charter Township of Plymouth Election Commission with a term expiring on November 20, 2020.
Resolution #2018-04-10-19

PRESENTER: Clerk Jerry Vorva

BACKGROUND:

ACTION REQUESTED:

Michigan Election Law requires that every City, Township and Charter Township establish local Election Commissions based on each respective form of government.

Charter Townships, in particular, require the Election Commission to consist of The Township Clerk and Two Trustees appointed by the Township Board.

The Election Commission is primarily responsible for the **oversight** of the statutory duties mandated for the Clerk to perform by State Law. The primary responsibilities for the Election Commission are attached. The tasks are completed by the Clerk, Deputy Clerk and Staff but the oversight is required by the Election Commission and all meetings of the Commission are subject to the Open Meetings Act.

RECOMMENDATION:

Approve Appointment

PROPOSED MOTION: I move to approve Resolution #2019-04-10-19 authorizing the appointment of Gary Heitman to the Election Commission for a term expiring on November 20, 2020.

Moved By _____ Seconded By _____

ROLL CALL:

____ Vorva, ____ Dempsey, ____ Heitman, ____ Clinton, ____ Heise, ____ Curmi, ____ Doroshewitz

PLYMOUTH TOWNSHIP ELECTION COMMISSION		
TOWNSHIP CLERK	TOWNSHIP TRUSTEE	TOWNSHIP TRUSTEE

Responsibilities: (Oversight)

- Establishing precincts, including temporary precinct consolidations for non State/Federal elections
- Establishing Absent Voter Counting Boards (AVCBs)
- Assessing Voting Equipment Needs (Supplies)
- Performing logic and accuracy testing for voting equipment. Testing is delegated to the local Clerk but public accuracy testing must be conducted by the election commission. Or each member's designated representative.
- Authorizing the printing and provision of ballots for use in Township elections and certain school district elections.
- Providing election supplies – forms, ballot containers, etc.
- Appointing precinct inspectors prior to each election, including AVCB members, Receiving Board members, precinct chairpersons and alternates. All CERTIFIED election inspectors must be appointed at least 21 days prior to the election and no more than 40 days prior to each election.
- Notifying major political parties of the appointment of election inspectors in federal and state elections
- Carrying out any other election related duties for your respective jurisdiction

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

RESOLUTION # 2018-04-10-19

**RESOLUTION TO APPOINT A BOARD MEMBER
TO THE CHARTER TOWNSHIP OF PLYMOUTH ELECTION COMMISSION**

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 April 10, 2018, the following resolution was offered:

WHEREAS, Michigan Election Law requires that every Charter Township establish a Local Election Commission consisting of the Township Clerk and two trustees appointed by the Board of Trustees, and,

WHEREAS, the Election Commission is responsible for the oversight of the statutory duties mandated for the Clerk to perform by State Law as it relates to elections, and, therefore, serve as an integral part of the election process,

NOW, THEREFORE, BE IT RESOLVED THAT the Charter Township of Plymouth authorizes the appointment of Trustee Gary Heitman to the Charter Township of Plymouth Election Commission for a term expiring on November 20, 2020

Moved by: _____ Seconded by: _____

Roll Call Vote:

Ayes:

Nays:

Adopted: Regular Meeting of the Board of Trustees on April 10, 2018
Resolution: **#2018-04-10-19**

Jerry Vorva, Clerk, Charter Township of Plymouth

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
April 10, 2018**

**ITEM G.12
DRAFT PARC/PARA
CONCESSION AGREEMENT TERM
SHEET**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 10, 2018

ITEM: Draft PARC/PARA Concession Agreement Term Sheet

PRESENTER: Supervisor Heise

BACKGROUND: At our April 10 Board Meeting I would like to spend some time reviewing and discussing the attached PARC/PARA Concession Agreement Term Sheet, which would serve as the guiding document for the creation of a Plymouth Area Recreational Authority. If you have any changes, deletions, additions or questions, please be ready to discuss them.

PROPOSED MOTION: None required; discussion item only.

PLYMOUTH ARTS & RECREATION COMPLEX CONCESSION
between
PLYMOUTH AREA RECREATIONAL AUTHORITY
and
PLYMOUTH P.A.R.C., INC.

SUMMARY OF KEY TERMS

Objective

Concession Agreement for the creation of a Public-Private Partnership between Plymouth P.A.R.C., Inc. and a joint recreational authority created by the City of Plymouth and the Charter Township of Plymouth for the redevelopment, management and operation of the Plymouth Arts & Recreational Complex, with a taxpayer approved millage assessed by the joint recreational authority to help fund capital improvements to the Plymouth Arts & Recreational Complex, including construction of a performing arts center.

Parties

- Plymouth Area Recreational Authority ("PARA" or the "Authority")
- Plymouth P.A.R.C., Inc. d/b/a Plymouth Arts and Recreation Complex ("PARC" or the "Company")
- City of Plymouth ("City")
- Charter Township of Plymouth ("Township")
- Community Foundation Investments, LLC ("CFI")
- Mark Malcom ("Malcolm")

Formation of PARA and Millage Proposal

- PARA will be formed as a Recreational Authority organized pursuant to the Recreational Authorities Act, Act 321 of 2000, as amended ("Act 321"), MCL 123.1131 *et. seq*
- The City Commission of the City of Plymouth and the Township Board of Trustees of the Charter Township of Plymouth must each approve the articles of incorporation for the formation of PARA.
- Section 6 of Act 321 requires that prior to adoption of articles of incorporation, the articles must be published at least once in a newspaper generally circulated within the City and Township.
- Upon adoption of the Authority's Articles by City and Township, the clerk of the last participating municipality to adopt the articles must file the articles with Michigan Secretary of State.
- Township and City would then appoint members to the PARA Board of Directors in accordance with the Articles. Board shall consist of seven members. City appoints two

members. Township appoints five members. (Split is based on Township having approximately 75% of total tax base).

- The President of PARC and Malcolm shall be invited to participate in PARA Board meetings as nonvoting attendees, except for any meeting held by PARA Board in closed session pursuant to Michigan Open Meetings Act.
- PARA Board will adopt Bylaws and appoint officers at its first meeting.
- PARA Board will adopt a resolution approving a ballot proposal for the levy of a tax of not more than 1 mill for a period of not more than 20 years on all taxable property within the City and Township for the purpose of acquiring, constructing, operating, maintaining and improving the Plymouth Arts and Recreation Complex located at 650 Church Street, Plymouth, Michigan ("PARC Property"). The PARA Board will need to determine the amount of the millage and the duration of the millage to be specified in the ballot proposal, subject to the limitations set forth in the preceding sentence. (MCL 123.1141)
- Ballot proposal must be certified by the Board to the Wayne County Clerk not later than 60 days before election date. The ballot proposal may only be considered at a statewide general or primary election. Authority would schedule vote for August 2018 primary election date.
- Tax may only be levied if approved by a majority of electors in each of the City and the Township.

Conveyance of PARC Property

- Upon approval of the millage proposal and the subsequent securing of all approvals needed to proceed with the project at a cost containable within the millage funding and with final project details acceptable to PARA, PARC, Malcolm and CFI:
 - CFI will exercise its option to purchase the PARC Property from Plymouth-Canton Community Schools.
 - CFI will convey the PARC Property to PARA for no additional consideration.
 - PARA will enter into a Concession Agreement with PARC for the exclusive operation and management of the PARC Property as described below.
 - PARA will agree not to sell or lease the PARC Property to any other party during the term of the Concession Agreement.
 - Following the planned Project improvement, PARA will cause the former Plymouth High/Central Middle School to be added to the City of Plymouth's Historic District to help ensure that it remains historically significant for generations to come.

Concession Agreement

- The Authority and the Company will enter into a Concession Agreement for a term of 35 years under which the Authority will agree that the Company will operate, manage, improve and repair the PARC Property as an arts and recreation complex serving residents of the City and the Township. The Company shall be responsible for all operating expenses and shall retain all operating revenues from the PARC Property.
- Under the Concession Agreement structure, the Authority will retain fee simple title to all land and improvements. The PARC Property will remain exempt from real property taxes. The Company will have the right to permit third parties to use the PARC Property for arts, educational and recreational purposes in a manner that complies with Act 321.
- Concession Agreement will set forth certain duties of the Company as concessionaire to manage, operate and maintain the PARC Property.
 - Company will manage, operate and maintain the PARC Property solely as an arts, education and recreational facility serving residents of the City and the Township. No other use without consent of PARA Board.
 - Company will retain all revenue from the operation of the Plymouth Arts & Recreation Complex. Company intends to be self-funding.
 - Company will maintain its existence as a Michigan nonprofit corporation and its exempt status under Section 501(c)(3) of the Internal Revenue Code.
 - Company will provide quarterly internally prepared financial reports and annual audited financial statements.
 - Millage revenues will only be used to fund capital improvements to the PARC Property or pay debt service on bonds or other indebtedness incurred to finance capital improvements to the PARC Property and may not be used to fund operating expenses of the Company.
 - Company will provide an annual capital budget to the PARA Board for its approval. Millage revenues may not be used to finance capital improvements unless approved by PARA Board.
 - Company will retain naming rights to the PARC Property and may sell such naming rights and retain the revenue.
 - Company will not be required to pay property taxes, lease payments or other concession payments.
 - Company will maintain general liability and property insurance for the PARC Property.

- o If the Company fails to comply with the terms of the Concession Agreement, and such default is not cured within six months after written notice of default from the Authority, the Authority would have the right to terminate the Concession Agreement or appoint a substitute concessionaire to manage and operate the PARC Property.
- Authority will agree to issue tax exempt municipal bonds for a term not to exceed the duration of the millage which will be payable solely from the millage revenues. Proceeds of the bonds will be used to finance capital improvements to the PARC Property, including the construction of a performing arts center in accordance with plans and specifications and a project budget to be agreed upon by the Authority and the Company. The balance of the millage revenues not required to pay debt service on the bonds will be retained by the Authority and used to pay administrative expenses of the Authority (e.g., accounting, legal, etc.) and may be used to pay other costs of capital expenditures for the PARC Property that are approved by PARA Board.

BLOOMFIELD 76397-1 1944205v4

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
April 10, 2018**

**ITEM G.13
LOCAL GOVERNING BODY
RESOLUTION FOR PLYMOUTH
CANTON CHOIR BOOSTERS
RESOLUTION #2018-04-10-20**



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY
101 E. Hilldale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

RESOLUTION #2018-04-10-20

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(l))

At a Regular meeting of the Charter Twp of Plymouth Board
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by Supervisor Heise on April 10, 2018
DATE

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

Moved by and supported by

that the request from Plymouth-Canton Choir Boosters Inc. Plymouth Township
NAME OF ORGANIZATION CITY

county of Wayne, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for Approval
APPROVAL/DISAPPROVAL

APPROVAL

Yeas:

Nays:

Absent:

DISAPPROVAL

Yeas:

Nays:

Absent:

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

adopted by the Charter Twp of Plymouth Board at a Regular
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL
of Trustees

meeting held on April 10, 2018
DATE

SIGNED:
TOWNSHIP, CITY, OR VILLAGE CLERK

Jerry W Vorva, Plymouth Township Clerk

PRINTED NAME AND TITLE

9955 North Baggerty Road, Plymouth MI 48170

ADDRESS

COMPLETION Required.
PENALTY: Possible denial of application.
BSL-CG-1153(R8/09)



MEMBERSHIP & TAX-EXEMPT STATUS CERTIFICATE

This document certifies that

Plymouth-Canton Choir Boosters Inc

EIN: 81-3741845

is a subordinate member in good-standing of Parent Booster USA, Inc. through

December 31, 2018

and as a result is recognized by the Internal Revenue Service as tax-exempt under section 501(c)(3) of the Internal Revenue Code.

Information about federal tax-exempt status under section 501(c)(3) of the Internal Revenue Code.

Membership in Parent Booster USA must be renewed annually to maintain tax-exempt status. To renew membership go to:
parentbooster.org.

Parent Booster USA, Inc. is a North Carolina nonprofit corporation recognized by the IRS as tax-exempt under section 501(c)(3) of the Internal Revenue Code. Parent Booster USA, Inc. also has been issued a group exemption letter by the IRS that recognizes Parent Booster USA's subordinate organization members as tax-exempt under section 501(c)(3). Parent Booster USA annually provides the IRS with an updated list of its subordinate organizations in good standing. Subordinate organizations in good-standing are provided with this certificate to confirm their federal tax-exempt status.

Confirming Parent Booster USA's tax-exempt status.

Parent Booster USA's federal tax-exempt status and group exemption letter may be confirmed on the IRS website as follows:

1. Go to www.irs.gov
2. Click on the **Filing** tab; then below, click on **Charities & Non-profits**
3. Click on the link titled **EO Select Check**
4. Click on the blue button labeled **Exempt Organizations Select Check Tool**
5. Click on the radio button next to **Are eligible to receive tax-deductible contributions**
6. Enter Parent Booster USA's EIN: 30-0281785
7. Click **Search**

Under **Deductibility Status**, it says **GROUP**. If you click on **GROUP**, an explanation regarding the group letter ruling that exempts PBUSA's subordinates appears.



ParentBoosterUSA™
parentbooster.org

3554 West Orange Country Club Drive, Suite 140, Winter Garden, FL 34787
Phone: 888-936-6209 Fax: 888-936-1572 Email: info@parentbooster.org



ATLANTA GA 39901-0001

In reply refer to: 8752857843
July 12, 2017 LTR 4167C 0
30-0281785 000000 00
00033304
BODC: TE

PARENT BOOSTER USA INC
% JOHN ENGLUND
3554 W ORANGE COUNTRY CLUB DR SUIT
WINTER GARDEN FL 34787-5306

647884

Employer identification number: 30-0281785
Group exemption number: 5271

Dear Taxpayer:

This is in response to your request dated June 30, 2017, for information about your tax-exempt status.

Our records indicate we issued a determination letter to you in October 2005, and you're currently exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also recognized the subordinates on the list you submitted as exempt from federal income tax under IRC Section 501(c)(3).

For federal income tax purposes, donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106 and 2522.

Because IRC Section 170(c) describes your subordinate organizations, donors can deduct contributions they make to them.

Please refer to www.irs.gov/charities for information about filing requirements. Specifically, IRC Section 6033(j) provides that, if you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

In addition, each subordinate organization is subject to automatic revocation if it doesn't file a required return or notice for three consecutive years. Subordinate organizations can file required returns or notices individually or as part of a group return.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

USCL/CD-502 (Rev. 8/15)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

SEP 24 2016

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

TransInfo:1 21567307-1 09/23/16

CHRG: 6175 Amt: \$20.00

ID: PLYMOUTH-CANTON CHOIR BOOSTERS INC

Name

PARENT BOOSTER USA

Address

3554 W ORANGE COUNTRY CLUB DR, SUITE 250

City

WINTER GARDEN

State

FL

ZIP Code

34787

EFFECTIVE DATE:

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

71937E

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

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

ARTICLE I

The name of the corporation is:

Plymouth-Canton Choir Boosters, Inc.

ARTICLE II

The purpose or purposes for which the corporation is formed are:

The purpose of the Plymouth-Canton Choir Boosters is to support the choir students, choir parents, and Choir Directors of Plymouth-Canton Educational Park by recruiting volunteers, supporting community and school activities in which the choirs are involved, and raising funds.

ARTICLE III

1. The corporation is formed upon a NONSTOCK basis.
(Stock or Nonstock)

2. If formed on a stock basis, the total number of shares the corporation has authority to issue is

N/A

_____ If the shares are or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class to the extent that the designations, numbers, relative rights, preferences, and limitations have been determined are as follows:

ARTICLE III (cont.)

3. a. If formed on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

NONE

- b. The description and value of its personal property assets are: (if none, insert "none")

NONE

- c. The corporation is to be financed under the following general plan:

- d. The corporation is formed on a Membership basis.
(Membership or Directorship)

ARTICLE IV

1. The name of the resident agent at the registered office is:

Deborah K Lyddon

2. The address of its registered office in Michigan is:

10063 N Canton Center Rd Plymouth, Michigan 48170
(Street Address) (City) (ZIP Code)

3. The mailing address of the registered office in Michigan if different than above:

_____, Michigan _____
(Street Address or PO Box) (City) (ZIP Code)

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name

Residence or Business Address

Deborah K Lyddon, 10063 N Canton Center Rd Plymouth, MI 48170

Cathy Glowka, 45766 Hanford Rd Canton, MI 48187

Krista Gable, 42712 Woodbridge Dr Canton, MI 48170

Nadine Medley, 50550 W Fellows Crrek Ct Plymouth, MI 48170

BYLAWS
PLYMOUTH-CANTON CHOIR BOOSTERS, INC.

Article I

Name and Purpose

Section 1.01. Name. The name of this organization shall be PLYMOUTH-CANTON CHOIR BOOSTERS, INC.

Section 1.02. Purpose. The organization is organized and operated for the charitable and educational purposes of promoting music education, supporting the choir students, choir parents, and Choir Directors of Plymouth-Canton Educational Park by recruiting volunteers, supporting community and school activities in which the choirs are involved, and raising funds to help support above said programs.

Article II

Membership

Section 2.01. Qualification. All parents, guardians or other persons with a child enrolled in a Plymouth-Canton Educational Park (P-CEP) choir class or participating in an P-CEP after school choir club and members of the licensed teaching staff of said classes or clubs shall be considered voting members of the organization. The Principal and Assistant Principals shall be non-voting, advisory members of the organization.

Section 2.02. Rights and Responsibilities. The members shall have the right and responsibility to attend meetings and events sponsored by the organization, serve on committees and be nominated and elected to office. Voting members shall have the right to vote for the officers, review and approve the annual budget and approve amendments to these bylaws.

Section 2.03. Quorum. The members present at any membership meeting of the organization, provided at least ten (10) members are present, shall constitute a quorum for the transaction of business. In the absence of a quorum the membership may not take action. In that event, any matter brought before the membership at a meeting at which a quorum is not present shall be discussed and decided by the Executive Board.

Section 2.04. Meetings. There shall be at least one general annual meeting of the membership in May at which the officers are elected. Such additional business or special meetings may be held alone or in conjunction with an event sponsored by the organization as is determined by the Executive Board or at the request of twenty (20) or more members in writing to the Executive Board.

Article III

Executive Board

Section 3.01. Membership. The Executive Board shall consist of the elected officers of the organization.

Section 3.02. Authority. The affairs, activities and operation of the organization shall be managed by the Executive Board. The Executive Board shall transact necessary business during the intervals between the meetings of the membership and such other business as may be referred to it by the membership or these bylaws. It may create Standing and Special Committees, approve the plans and work of standing and special committees, prepare and submit a budget to the membership for approval, and, in general, conduct the business and activities of the organization.

Section 3.03. Meetings. The Executive Board shall meet monthly to prepare for general membership meetings and to conduct the affairs of the organization.

Section 3.04. Quorum. A quorum of the Executive Board for the conduct of business shall consist of at least three (3) officers in attendance.

Section 3.05. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors (including amendment of these bylaws) or of any committee may be taken without a meeting if all the members of the Board or committee consent in writing to taking the action without a meeting and to approving the specific action. Such consents shall have the same force and effect as a unanimous vote of the Board or of the committee as the case may be.

Section 3.06. Participation in Meeting by Conference Telephone. Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as members participating in such meeting can hear one another.

Section 3.07. Reimbursement. Executive Board members shall serve without compensation with the exception that expenses incurred in the furtherance of the organization's business are allowed to be reimbursed with documentation in accordance with the organization's financial policies, and prior approval.

Article IV

Officers and Their Elections

Section 4.01. Officers. The officers of this organization shall include one President, one or more Vice Presidents, a Secretary and a Treasurer and such additional officer(s) as may be elected or appointed by the Executive Board from time to time.

Section 4.02. Election. A nominating committee composed of the current President and at least one additional officer shall begin seeking nominees in May of the year in which the candidates will be elected and develop a slate of candidates. The candidates shall be announced to the membership as soon as possible. Additional nominees may be solicited from the floor on the day of the election. Only those who have consented to serve shall be eligible for nomination, either by the committee or from the floor.

Officers shall be elected at the May meeting of the organization by the members present. Officers shall assume their official duties on the last day of the current school year following their election.

Section 4.03. Term. Officers shall serve a one-year term. Officers may be elected to more than one term.

Section 4.04. Vacancies. A vacancy occurring in any office shall be filled for the unexpired term by a person elected by a majority vote of the remaining members of the Executive Board.

Article V

Duties of Officers

Section 5.01. President. The President shall be the principal executive officer of the organization and, subject to the control of the Executive Board. The President shall in general supervise and control all of the activities of the organization. The President shall be a member of the Executive Board and, when present, shall preside at all meetings of the Executive Board and all meetings of the membership. The President shall vote only in the case of a tie in a vote of the Executive Board or the membership. The President shall select and appoint the chairpersons of all Standing and Special Committees and shall be an ex-officio member of all committees of the organization.

Section 5.02. Vice-President(s). The Vice-President shall be a member of the Executive Board and, in the absence of the President, shall perform the duties of the President. The Vice-President shall perform such other duties as are assigned by the President or the Executive Board.

Section 5.03. Secretary. The Secretary shall be a member of the Executive Board. The Secretary shall keep the minutes of the proceedings of the membership and the Executive Board, shall see that all notices are duly given in accordance with these Bylaws, shall be responsible for the publishing of meeting minutes, shall manage and keep an accurate tally of the volunteer records and, in general, perform all duties incident to the office of Secretary and such other duties as may be assigned by the President or the Executive Board.

Section 5.04. Treasurer. The Treasurer shall be a member of the Executive Board. The Treasurer is the authorized custodian to have oversight of all funds of the organization in accordance with the organization's financial policies. The Treasurer will organize, document, and record all financial activities. The Treasurer will be diligent and conscientious in ensuring all funds are received and spent in accordance with the organization's tax-exempt purpose, bylaws and budget. The financial records belong to the organization and must be available to the other officers and members upon request.

The Treasurer shall:

- Prepare an annual budget for review and approval by the members.
- Ensure that numbered receipts are provided for cash received by the organization.
- Ensure that all funds are timely deposited in the organization's authorized bank account(s).
- Ensure that payments and disbursements are authorized by approved budget, or an amendment to the budget.
- Present a written financial report (including income and expenditures and comparing budgeted amounts to actual year-to-date amounts), at each General Membership Meeting of the membership and at other times as requested by the Executive Board.
- See that an annual financial review or audit, as appropriate based on budget size, is conducted and presented to the Executive Board, General Membership, and other stakeholders.
- Maintain financial records (including financial reports, checkbook, bank statements, deposit slips, cash tally sheets, documentation regarding transactions, IRS Form 990 documents, etc.) and turn all over to the new treasurer.

Article VI

Finances

Section 6.01. Budget. The Executive Board shall present to the membership at the first regular meeting of the membership after the officers have been elected, or as soon thereafter as practicable, a budget of anticipated revenue and expenses for the year. This budget shall be used to guide the activities of the organization during the year, including serving as approval for anticipated expenditures. Any substantial deviation from the budget must be approved in advance by the membership.

Section 6.02. Obligations. The Executive Board may authorize any officer or officers to enter into contracts or agreements for the purchase of materials or services on behalf of the organization.

Section 6.03. Loans. No loans shall be made by the organization to its officers or members.

Section 6.04. Checks. All checks, drafts, or other orders for the payment of money on behalf of the organization shall be signed by the Treasurer or by any other person as authorized in writing by the Executive Board, except that checks of \$250 or more must have the signature of at least two officers, such as the Treasurer and the President. Checks shall bear notice of this requirement above the signature line as follows, *"Two signatures required for checks in the amount of \$250 or more."*

Section 6.05. Banking. The Treasurer shall ensure that all funds of the organization are timely deposited to the credit of the organization in such banks or other depositories as determined by the Executive Board. All deposits and disbursements shall be documented by a receipt, an invoice, or other written documentation. Sequentially numbered receipts shall be provided, with a copy kept, whenever cash is

turned over or collected. All deposits and/or disbursements shall be made as soon as practicable upon receipt of the funds, normally daily, immediately after received and counted.

If debit or credit cards are established in the name of the organization, a policy approved by the Executive Board shall be developed and used that includes a list of the authorized users, daily/monthly/annual spending limits, and review and oversight provisions. No personal charging on the card by the authorized users shall be allowed.

Section 6.06. Financial Controls. The organization shall adopt appropriate financial controls to ensure the integrity of its funds. Specifically, without limitation, the organization shall maintain separation of financial controls so that, minimally:

- All expenses must be approved by the membership by way of approval of an annual budget, or amendments thereto, or be approved by separate resolution of the Executive Board;
- Checks exceeding \$250 must be endorsed by at least two officers authorized by resolution of the Executive Board, and checks of the corporation shall include above the signature line a notice to this requirement;
- An officer, i.e. the Vice-President, or other person without check signing authority designated by the Executive Board shall review and reconcile all bank statements on a monthly basis; and,
- A committee of at least two (2) persons without check signing authority shall annually audit all corporate finances, or hire and supervise an outside accountant or auditing firm to conduct a review of corporate financial records.

Section 6.07. Financial Report. The Treasurer shall present a financial report at each membership meeting of the organization and prepare a final report at the close of the year in accordance with the organization's financial policies. The Executive Board shall have the report and the accounts examined annually. If the organization grosses less than \$100,000 per year, the financial practices and accounts may be reviewed by an internal audit committee. The audit committee shall consist of two or more Board or voting members of the organization who are not involved in the routine handling of the organization's finances, including not having signature authority on bank accounts or approval authority over disbursements. If the organization grosses over \$100,000 in receipts, an external professional, such as a certified public accountant (CPA), shall be hired by the audit committee to perform a financial review or compilation. A full audit shall be conducted by an external CPA when annual gross receipts equal or exceed \$250,000.

Section 6.08. Fiscal Year. The fiscal year of the organization shall be from June 1 to May 31 but may be changed by resolution of the Executive Board.

Section 6.09. Financial Record Retention. All records of the organization shall be maintained and destroyed in accordance with law, and standard record retention guidelines. Financial records shall be maintained as follows:

RECORD	HOW TO STORE	PERIOD OF TIME
Year-end Treasurer's financial report/statement, annual Internal Financial Review Reports, IRS Form 990s	Store in corporate record book, binder, or cloud-based software.	<u>At least seven (7) years</u> Consider keeping permanently.
Bank statements, canceled checks, check registers, invoices, receipts, cash tally sheets, investment statements, and related documents	Compile & file records on a yearly basis. Store in binder or cloud-based software.	<u>Seven (7) Years</u> Store w/financial records. Destroy after seven years.
Treasurer's reports (monthly)	Compile & file records on yearly basis. Store in binder or cloud-based software.	<u>Three (3) Years</u> Store w/ financial records. Destroy after three years.

ARTICLE VII

Conflicts of Interest

Section 7.01. Existence of Conflict, Disclosure. Directors, officers, employees and contractors of Corporation should refrain from any actions or activities that impair, or appear to impair, their objectivity in the performance of their duties on behalf of the Corporation. A conflict of interest may exist when the direct, personal, financial or other interest(s) of any director, officer, staff member or contractor competes or appears to compete with the interests of the Corporation. If any such conflict of interest arises the interested person shall call it to the attention of the Board of Directors for resolution. If the conflict relates to a matter requiring board action, such person shall not vote on the matter. When there is a doubt as to whether any conflict of interest exists, the matter shall be resolved by a vote of the Board of Directors, excluding the person who is the subject of the possible conflict.

Section 7.02. Nonparticipation In Vote. The person having a conflict shall not participate in the final deliberation or decision regarding the matter under consideration and shall retire from the room in which the Board is meeting.

However, the person may be permitted to provide the Board with any and all relevant information.

Section 7.03. Minutes of Meeting. The minutes of the meeting of the Board shall reflect that the conflict was disclosed and the interested person was not present during the final discussion or vote and did not vote on the matter.

Section 7.04. Annual Review. A copy of this conflict of interest statement shall be furnished to each director or officer, employee and/or contractor who is presently serving the Corporation, or who hereafter becomes associated with the Corporation. This policy shall be reviewed annually for information and guidance of directors and officers, staff members and contractors, and new officers and directors, staff members and contractors shall be advised of the policy upon undertaking the duties of their offices.

ARTICLE VIII

Indemnification

Every member of the Executive Board, officer or employee of the Corporation may be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon such members of the Board, officer or employee in connection with any threatened, pending, or completed action, suit or proceeding to which she/he may become involved by reason of her/his being or having been a member of the Board, officer, or employee of the Corporation, or any settlement thereof, unless adjudged therein to be liable for negligence or misconduct in the performance of her/his duties. Provided, however, that in the event of a settlement the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition and not exclusive of all other rights which such member of the Board, officer or employee is entitled.

ARTICLE IX

Amendments

These Bylaws may be amended at any regular or special meeting of the membership by a majority vote of the members present, provided that at least thirty (30) days' notice of the proposed amendments has been made to the membership, or alternatively the membership waives the required notice.

Nashia M. Mullen
P-C Choir Booster President
3/24/18

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

ADDITIONAL PROVISIONS-

In pursuance of its purposes, the corporation shall do all things necessary, proper and consistent with maintaining tax exempt status under section 501(c)(3).

No part of the net earnings of the corporation shall inure to the benefit of or be distributed to any director, employee or other individual, partnership, estate, trust or corporation having a personal or private interest in the corporation. Compensation for services actually rendered and reimbursement for expenses actually incurred in attending to the affairs of this corporation shall be limited to reasonable amounts. No substantial amount of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation and this corporation shall not intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these Articles or of any Bylaws adopted thereunder, this corporation shall not take any action not permitted by the laws which then apply to this corporation.

Upon dissolution of the corporation, its assets shall be disposed of exclusively for the purposes of the corporation or distributed to such organizations organized and operated exclusively for charitable purposes which shall, at the time, qualify as exempt organizations under section 501(c)(3), or shall be distributed to the federal government, or to a state or local government, for a public purpose.

I, (We), the incorporator(s) sign my (our) name(s) this 14 day of September, 2016

Deborah K Lyddon

Deborah K Lyddon

CATHLEEN GLOWKA

Cathleen Glowka

Krista Gable

Krista Gable

Nadine Medley

Nadine Medley

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
April 10, 2018**

**ITEM H
SUPERVISOR AND TRUSTEE
COMMENTS**

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
April 10, 2018**

**ITEM I
PUBLIC COMMENTS AND
QUESTIONS**

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
April 10, 2018**

**ITEM J
ADJOURNMENT**