### CHARTER TOWNSHIP OF PLYMOUTH **BOARD OF TRUSTEES**

### **SPECIAL MEETING**



Monday, December 17, 2018 7:00 PM

CALL TO ODDED AT

CF	ALL IO	ORDER A	/ / M-
A.	ROLL	CALL:	Kurt Heise, Mark Clinton, Chuck Curmi, Bob Doroshewitz, Jerry Vorva, Jack Dempsey, Gary Heitman
В.	PLEDO	GE OF ALI	LEGIANCE
C.	APPR(	OVAL OF A	AGENDA December 17, 2018
D.	APPR	OVAL OF	CONSENT AGENDA
	D.1	Approva	l of Minutes: Regular Meeting – Tuesday, December 11, 2018
	D.2	Accepta	nce of Communications, Resolutions, Reports: N/A
	D.3	Approva	l of Township Bills: N/A
E.	PUBL	IC COMM	IENTS AND QUESTIONS (Limited to 3 minutes)
F.	NEW	BUSINES	S
1.	Brownf	ield Rede	John Bidigare to the Downtown Development Authority and the evelopment Authority for a term ending January 31, 2020, 218-12-17-91, Supervisor Kurt Heise
2.	Brownf	ield Rede	Victor West to the Downtown Development Authority and the evelopment Authority for a term ending January 31, 2023, 18-12-17-92, Supervisor Kurt Heise
3.	Appoin	tment of D	Dominic Roscini to the Downtown Development Authority and the

Brownfield Redevelopment Authority for a term ending January 31, 2023,

4. Re-appointment of Ed Snage to the Board of Review for a term ending December

Resolution #2018-12-17-93, Supervisor Kurt Heise

31, 2020, **Resolution #2018-12-17-94**, Supervisor Kurt Heise

Page 1

**SPECIAL MEETING**Monday, December 17, 2018

7:00 PM



- 5. Re-appointment of Joseph Van Esley to the Board of Review for a term ending December 31, 2020, **Resolution #2018-12-17-95**, Supervisor Kurt Heise
- Re-appointment of Stephanie Goecke as Alternate to the Board of Review for a term ending December 31, 2020, Resolution #2018-12-17-96, Supervisor Kurt Heise
- 7. Approval of Depositories for Calendar Year 2019, **Resolution #2018-12-17-97**, *Treasurer Mark Clinton*
- 8. Purchase of 2019 Ford F-450 4x4 Type 1 Ambulance, **Resolution #2018-12-17-98**, Fire Chief Dan Phillips
- 9. Purchase of Stryker Power Load Cot System for 2019 Ambulance, **Resolution** #2018-12-17-99, Fire Chief Dan Phillips
- Real Estate Purchase Agreement with Phoenix Management Holdings LLC IV for surplus parcels at the DPW Yard,46555 Port Street, Resolution #2018-12-17-100, Supervisor Kurt Heise and Township Attorney Kevin Bennett
- G. SUPERVISOR AND TRUSTEE COMMENTS
- H. PUBLIC COMMENTS AND QUESTIONS (Limited to 3 Minutes)

		sed Session in accordance or the following purposes:	with the
2,	relating to the negotia Section 8(c) of the Ope	tion of a collective bargain en Meetings Act	ing

### J. RETURN TO OPEN SESSION

**CLOSED SESSION** 

I.

At	p.m., _	, moved that the Board return to	open
session.	Seconded by	Ayes all on a roll call vote.	

Monday, December 17, 2018 7:00 PM



### K. ADJOURNMENT

<u>PLEASE TAKE NOTE:</u> 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.

CALL TO ORDER DECEMBER 17, 2018

ITEM A
ROLL CALL
DECEMBER 17, 2018

ITEM B
PLEDGE OF ALLEGIANCE
DECEMBER 17, 2018

ITEM C
APPROVAL OF AGENDA
DECEMBER 17, 2018

# ITEM D.1 APPROVAL OF MINUTES

Regular Meeting – December 11, 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 Jack Dempsey, Trustee Robert Doroshewitz, Trustee

Gary Heitman, Trustee Jerry Vorva, Clerk

MEMBERS ABSENT: None

OTHERS PRESENT: Dan Phillips, Fire Chief

Dan Kudra, Police Lieutenant Kevin Bennett, Township Attorney Cindy Kushner, Finance Director

Sue Brams, Executive Assistant to the Supervisor

Alice Geletzke, Recording Secretary

7 Members of the Public

### **B. PLEDGE OF ALLEGIANCE** — Fire Chief Phillips

#### C. APPROVAL OF AGENDA

Moved by Clerk Vorva and seconded by Trustee Heitman to approve the agenda for the Board of Trustees regular meeting of December 11, 2018. Ayes all.

#### D. APPROVAL OF CONSENT AGENDA

### **D.1** Approval of Minutes:

Regular Meeting – Tuesday, November 27, 2018

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

Building Department Monthly Report – November, 2018 Fire Department Monthly Report – November, 2018

Correspondence from Thomas H. Dooley re; Firefighters

Police Department Monthly Report – November, 2018 Planning Department Monthly Report – November, 2018

FOIA Activity - Clerk's Office - November, 2018

FOIA Activity - Police Department - November, 2018

### **PROPOSED MINUTES**

### D.3 **Approval of Township Bills:**

FUND	ACCT	ALREADY PAID	TO BE PAID	TOTAL:
General Fund	101	645,978.96	159,489.53	805,468.49
Solid Waste	226			
Fund		2,525.49	115,791.66	118,317.15
Improvement	246	.00	.00	.00
Revolving				
(Capital)				
Drug	265	.00	56,920.00	56,920.00
Forfeiture				
Fund	266	00	00	0.0
Drug	266	.00	.00	.00
Forfeiture				i
State	267			
Drug Forfeiture IRS	20/	00	.00	00
	510	.00	100	.00
Golf Course Fund	210	1 172 54	1 027 51	2.010.05
Senior	588	1,172.54	1,837.51	3,010.05
Transportation	300	4,276.34	.00	4,276.34
Water/Sewer	592	7,270.57	100	7,270.57
Fund	332	38,501.50	388,945.69	427,447.19
Trust and	701	30,301.30	300,513.05	127,117.13
Agency	701	9,350.00	589.45	9,939.45
Police Bond	702			
Fund		1,560.00	.00	1,560.00
Tax Pool	703			
Special	805			
Assessment				
Capital		00	680.00	680.00
TOTALS:		703,364.83	724,253.84	1,427,618.67

Clerk Vorva indicated the minutes of November 27 should show that Trustees Dempsey and Heitman were excused.

#### **PROPOSED MINUTES**

Moved by Trustee Heitman and seconded by Clerk Vorva to approve the consent agenda for the Board of Trustees regular meeting of December 11, 2018. Ayes all.

**E. PUBLIC COMMENTS AND QUESTIONS (Limited to 3 minutes)** — There were none.

### F. NEW BUSINESS

Copies of the resolutions and attachments referred to below are available in the Clerk's office for public perusal.

1. 2018 General Fund Budget Amendments, **Resolution #2018-12-11-87**, Finance Director Cindy Kushner

Board members reviewed the budget amendment report and proposed budget amendments with Mrs. Kushner and Treasurer Clinton.

It was moved by Clerk Vorva and seconded by Trustee Heitman that the Board of Trustees does hereby adopt **Resolution 2018-12-11-87** to authorize the amendments to the 2018 General Fund Budget. Ayes all on a roll call vote.

2018 Special Revenue Fund Amendments – Federal Drug Forfeiture Fund Budget,
 Resolution #2018-12-11-87, Finance Director Cindy Kushner and Police Chief Tom Tiderington

Board members reviewed the amendments to the Federal Drug Forfeiture Fund Budget with Police Lt. Dan Kudra and Finance Director Kushner.

Moved by Trustee Heitman and seconded by Clerk Vorva that the Board of Trustees does hereby adopt **Resolution #2018-12-11-88** to authorize the amendments to the 2018 Federal Drug Forfeiture Fund Budget. Ayes all on a roll call vote.

3. Public Hearing on 2019 Budget, Clerk Jerry Vorva

Moved by Clerk Vorva and seconded by Trustee Heitman to open the public hearing on the Charter Township of Plymouth's 2019 Budget. Ayes all on a roll call vote.

#### **PROPOSED MINUTES**

There being no public comment, it was moved by Clerk Vorva and seconded by Trustee Heitman to close the public hearing at 7:33 p.m. Ayes all on a roll call vote.

4. 2019 Charter Township of Plymouth General Appropriations Act and 2019 Budget Adoption, **Resolution #2018-12-11-89**, Supervisor Kurt Heise and Finance Director Cindy Kushner

Board members discussed various aspects of the proposed budget, including increased expenditures in the Clerk's office for equipment and personnel in order to handle increasing election requirements more efficiently.

Moved by Supervisor Heise and seconded by Trustee Heitman that the Board of Trustees does hereby adopt **Resolution #2018-12-11-89**, 2019 Charter Township of Plymouth General Appropriations Act and the 2019 Budget as outlined and attached in accordance with the terms and conditions contained therein. Ayes all on a roll call vote.

5. Capital Asset Capitalization Policy, **Resolution # 2018-12-11-90**, *Finance Director Cindy Kushner* 

Mrs. Kushner reviewed the recommendation of Plante Moran that the Township formalize its capitalization policy as related to capital assets. The Government Finance Officers Association best practice for capitalization recommends that, as a practical application of the materiality principle, items with extremely short useful lives or of small monetary value be reported as expenditures in the period they are acquired.

Moved by Clerk Vorva and seconded by Treasurer Clinton that the Board of Trustees does hereby adopt **Resolution #2018-12-11-90**, 2019, which establishes a capitalization threshold of \$5,000 for capital asset acquisitions. Ayes all on a roll call vote.

#### F. SUPERVISOR AND TRUSTEE COMMENTS

Supervisor Heise noted there will be a special Board of Trustees meeting on Monday, December 17, 2018 to handle remaining items prior to the upcoming holidays.

Trustee Heitman announced there was a ground-breaking for construction of the Monroe State Bank adjacent to the Grand Traverse Pie Company.

### PROPOSED MINUTES

Trustee Dempsey commented on additional power outages, one last Saturday at 12:50 a.m.

Trustee Curmi asked about the possibility of dogs being allowed in some areas of the park.

H. PUBLIC COMMENTS AND QUESTIONS (Limited to 3 Minutes) — There were none.

### I. ADJOURNMENT

Moved by Trustee Heitman and seconded by Trustee Dempsey to adjourn the meeting at 8:45 p.m. Ayes all.

Jerry Vorva, Township Clerk

# ITEM D.2 ACCEPTANCE OF COMMUNICATIONS, RESOLUTIONS, REPORTS – N/A

# ITEM D.3 APPROVAL OF TOWNSHIP BILLS – N/A

# PUBLIC COMMENTS AND QUESTIONS (Limited to 3 Minutes) DECEMBER 17, 2018

### ITEM F.1

Appointment of John Bidigare to the Downtown Development Authority and the Brownfield Redevelopment Authority for a term ending January 31, 2020

**Resolution #2018-12-17-91** 



# CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** December 17, 2018

ITEM: Appointment of John Bidigare to the Downtown Development Authority/Brownfield Redevelopment Authority

**PRESENTERS**: Supervisor Heise

BACKGROUND: I would appreciate your consideration and support for the Appointment of Mr. John Bidigare to the Downtown Development Authority/Brownfield Redevelopment Authority for a term ending January 31, 2020. He is filling the unexpired term of Mr. Mike Workman, whose business has relocated. Mr. Bidigare is a business owner located in the Authority, pursuant to State Law. His resume is attached.

PROPOSED MOTION: I move that the Township Board approve Resolution #2018-12-17-91 to appoint Mr. John Bidigare to the Downtown Development Authority/Brownfield Redevelopment Authority for a term ending January 31, 2020.

Moved By			Seconde	Seconded By						
ROLL CALL:										
Vorva	_ Curmi,	_ Clinton,	Heitman,	Doroshewitz, _	Dempsey, _	Heise				

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

#### **RESOLUTION # 2018-12-17-91**

### APPOINTMENT OF JOHN BIDIGARE TO THE DOWNTOWN DEVELOPMENT AUTHORITY AND THE BROWNFIELD REDEVELOPMENT AUTHORITY

At a special 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, on December 17, 2018, the following resolution was offered:

WHEREAS, the Charter Township of Plymouth recognizes that private citizens and their input and expertise are invaluable to the community, and

WHEREAS, the Charter Township of Plymouth utilizes various boards and commissions to carry out the multitude of functions necessary to the efficient operation of the community, and

WHEREAS, the Supervisor of the Charter Township of Plymouth is charged with making recommendations to the Board of Trustees to appoint various members of the community to these Boards and Commissions in accordance with the guidelines stipulated, and,

WHEREAS, Supervisor Heise has recommended to the Board the appointment of John Bidigare to the Downtown Development Authority and the Brownfield Redevelopment Authority of the Charter Township of Plymouth,

**NOW, THEREFORE BE IT RESOLVED**, that the Charter Township of Plymouth Board of Trustees does hereby approve Resolution # 2018-12-17-91 authorizing the appointment of John Bidigare to the Downtown Development Authority and the Brownfield Redevelopment Authority or a term ending December 31, 2020.

Moved by: _				Su	pported b	у;	
			ROLL	CALL VO	ΓΕ:		
	CC, _	JD,	JV,	MC, _	RD,	GH, KH	
							7

	Certification
	foregoing is a true and complete copy of the e Board of Trustees at a special Board Meeting 8.
Jerry Vorva, Clerk Charter Township of Plyn	Date nouth

Resolution # 2018-12-17-91

Clear Form



# <u>Charter Township of Plymouth</u> <u>Board and/or Commission Application</u>

First Name: John	Last Name: Bidigar	S\$N:**						
Address: 939 S. Mill St		City: _	Plymo	uth Twp	_ State:	MI	_ Zip:	48170
Home Phone:	Mobile Phone:	810560	2395	_Work Ph	ione:	24873	51113	_ Ext:
Fax: 2487351114	Primary Email: jbidigare@	bidigare	contract	<sup>Ol</sup> Alt. Ema	il:			
Board and/or Commission	Applying for: Downtown Dev	/elopmei	nt Autho	rity				
Why are you seeking appoi and provide input and assis	ntment to the above Board o	or Comm	ission?:_	To get invo	olved wi	th the c	ommuni	ty
Work History: Bidigare Con Mole Construction Compan Greenfield Construction Co	-	t 1994 to	Preser	ıt.				
Education: Lawrence Instit	ute of Technology 2 yr.							
Community Involvement: N	lone at this time							
Interests/Hobbies: Travel,	Golf, Boating							
	er is required as some appoint you a Form 1099 at the en			payment	that wil	l exceed	I \$600.00	) per year.

### Please return this completed application to:

Plymouth Townships Clerk's Office Jerry Vorva, Clerk 9955 North Haggerty Road Plymouth MI 48170

### JOHN BIDIGARE

• 14769 RIVERSIDE STREET LIVONIA, MI 48154 • • E-MAIL EXCAV1@AOL.COM • PHONE #: (248)735-1113 •

EDUCATION

Lawrence Institute of Technology Civil Engineering Graduation Date: Attended

PROFESSIONAL DEVELOPMENT

#### Bidigare Contractors, Inc.

May 1994-Current

939 S. Mill St, Plymouth Twp. MI. 48170 Vice President, Project Management, Estimating

### Mole Construction Co, Solon, Ohio

January 1991 - May 1994

- Assistant Project Manager, Various Tunnel Projects in Kansas City MO., Euclid OH. Cleveland OH.
- Project Estimating
- Safety

### Greenfield Construction Co. Houston, TX. October 1986- January 1991

Assistant Project Manager, Various Tunnel Projects in Houston Area.

#### Greenfield Construction Co. Livonia MI.

January 1983- October 1986

· Labor, Operator, Survey Assistant, Foreman

Lawrence Institute of Technology

Schooling for Civil Engineering,

### <u>ПЕМ F.2</u>

Appointment of Victor West to the Downtown Development Authority and the Brownfield Redevelopment Authority for a term ending January 31, 2023

**Resolution #2018-12-17-92** 



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE: December 17, 2018** 

ITEM: Appointment of Victor West to the Downtown Development Authority/Brownfield Redevelopment Authority

**PRESENTERS:** Supervisor Heise

BACKGROUND: I would appreciate your consideration and support for the Appointment of Mr. Victor West to the Downtown Development Authority/Brownfield Redevelopment Authority for a term ending January 31, 2023. He is replacing Mr. David Cook, whose term has expired. Mr West is a business owner located in the Authority, pursuant to State Law. His resume is attached.

PROPOSED MOTION: I move that the Township Board approve Resolution # 2018-12-17-92 to appoint Mr. Victor West to the Downtown Development Authority/Brownfield Redevelopment Authority for a term ending January 31, 2023.

Moved By			Seconde	_Seconded By					
ROLL CALL	:								
Vorva	Curmi	Clinton	Heitman.	Doroshewitz. Demosev.	Heise				

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

### **RESOLUTION # 2018-12-17-92**

### APPOINTMENT OF VICTOR WEST TO THE DOWNTOWN DEVELOPMENT AUTHORITY AND THE BROWNFIELD REDEVELOPMENT AUTHORITY

At a special 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, on December 17, 2018, the following resolution was offered:

WHEREAS, the Charter Township of Plymouth recognizes that private citizens and their input and expertise are invaluable to the community, and

WHEREAS, the Charter Township of Plymouth utilizes various boards and commissions to carry out the multitude of functions necessary to the efficient operation of the community, and

WHEREAS, the Supervisor of the Charter Township of Plymouth is charged with making recommendations to the Board of Trustees to appoint various members of the community to these Boards and Commissions in accordance with the guidelines stipulated, and,

WHEREAS, Supervisor Heise has recommended to the Board the appointment of Victor West to the Downtown Development Authority and the Brownfield Redevelopment Authority of the Charter Township of Plymouth,

**NOW, THEREFORE BE IT RESOLVED,** that the Charter Township of Plymouth Board of Trustees does hereby approve Resolution # 2018-12-17-92 authorizing the appointment of Victor West to the Downtown Development Authority and the Brownfield Redevelopment Authority or a term ending December 31, 2023.

Moved by:_				Su	pported by:		
			ROLL	CALL VOT	E:		
	_CC,	JD,	jv,	MC,	RD,GH	н, КН	
				<del></del>			

	Certification
1	) ) le foregoing is a true and complete copy of the the Board of Trustees at a special Board Meeting 018.
Jerry Vorva, Clerk Charter Township of Pl	Date

Resolution # 2018-12-17-92



### <u>Charter Township of Plymouth</u> <u>Board and/or Commission Application</u>

First Name: Vict	or	Last Name: West				SSN:** If			Needed	
Address: 545 Ar	nn Arbor Road		City:	Plymo	uth	State:	МІ	_ Zip:	48170	
Home Phone:	734-383-2998	_ Mobile Phone:	734-383-2	2998\	Work Pho	ne:	734-45	1-6866	_ Ext:	
Fax:	Prima	ry Email: <u>vwest@</u> van	essasflower	s.com /	Alt. Email:	vwest	t316@g	mail.com	<u> </u>	
Board and/or Co	emmission Applying	for: Ann Arbor Roa	ad DDA				<del>.</del>			
		to the above Board ide myself on that my							e	
being done in the	e community. Hav	ing an ability to look	at the big p	icture and	d what is	best fo	r all is a	atribute		
that I consider m	yself having.		·							
		Flowers on Ann Arb				il				
Education: Plym	outh Canton High	School class of 1979	and some	college.						
		of the Colonial Kiwa lay, Assisting with lo						outh Cha	mber,	
Interests/Hobbie	es: Work and Volun	teering at my church	n and comm	nunity gro	ups					
		quired as some appo Form 1099 at the e			ayment th	nat will	exceed	\$600.00	) per year.	
in that Situation,	we will sellu you a	LOUIL TODA 91 (UG 6)	nu oi the ye	di.						

### Please return this completed application to:

Plymouth Townships Clerk's Office Jerry Vorva, Clerk 9955 North Haggerty Road Plymouth MI 48170

### **ITEM F.3**

Appointment of Dominic Roscini to the Downtown Development Authority and the Brownfield Redevelopment Authority for a term ending January 31, 2023

Resolution #2018-12-17-93

**MEETING DATE: December 17, 2018** 

ITEM: Appointment of Dominic Roscini to the Downtown Development Authority/Brownfield Redevelopment Authority

**PRESENTERS**: Supervisor Heise

BACKGROUND: I would appreciate your consideration and support for the Appointment of Mr. Dominic Roscini to the Downtown Development Authority/Brownfield Redevelopment Authority for a term ending January 31, 2023. He is replacing Mr. Paul Garon, whose term has expired. Mr West is a business manager for Monroe Bank and Trust, which is about to be located in the Authority, pursuant to State Law. His resume is attached.

<u>PROPOSED MOTION:</u>: I move that the Township Board approve Resolution #2018-12-17-93 to appoint Mr. Dominic Roscini to the Downtown Development Authority/Brownfield Redevelopment Authority for a term ending January 31, 2023.

Moved By _			Seconded	nded By				
ROLL CALL:								
Vorva	Curmi,	Clinton,	_Heitman,	_Doroshewitz,	_Dempsey,	_Heise		

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

#### **RESOLUTION # 2018-12-17-93**

### APPOINTMENT OF DOMINIC ROSCINI TO THE DOWNTOWN DEVELOPMENT AUTHORITY AND THE BROWNFIELD REDEVELOPMENT AUTHORITY

At a special 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, on December 17, 2018, the following resolution was offered:

WHEREAS, the Charter Township of Plymouth recognizes that private citizens and their input and expertise are invaluable to the community, and

WHEREAS, the Charter Township of Plymouth utilizes various boards and commissions to carry out the multitude of functions necessary to the efficient operation of the community, and

WHEREAS, the Supervisor of the Charter Township of Plymouth is charged with making recommendations to the Board of Trustees to appoint various members of the community to these Boards and Commissions in accordance with the guidelines stipulated, and,

WHEREAS, Supervisor Heise has recommended to the Board the appointment of Dominic Roscini to the Downtown Development Authority and the Brownfield Redevelopment Authority of the Charter Township of Plymouth,

**NOW, THEREFORE BE IT RESOLVED**, that the Charter Township of Plymouth Board of Trustees does hereby approve Resolution # 2018-12-17-93 authorizing the appointment of Dominic Roscini to the Downtown Development Authority and the Brownfield Redevelopment Authority or a term ending December 31, 2023.

Moved by:	Supported by:							
			ROLL	CALL VOT	ΓE:			
_	cc, _	JD,	JV,	MC,	RD,	GH,	KH	

Certification						
COUNTY OF WAYNE  I hereby certify that the foregoing is a true and complete copy of the resolution adopted by the Board of Trustees at a special Board Meeting dated December 17, 2018.						
Jerry Vorva, Clerk Charter Township of Plyr	Date					

Resolution # 2018-12-17-93



## <u>Charter Township of Plymouth</u> Board and/or Commission Application

First Name: Dominic	Last Name: Roscini			SSN	SSN:**		373-84-9277	
Address: 51193 Gold Ridge Ln		City:	Canton	State:	MI	Zip:	48188	
Home Phone:313-414-0935	Mobile Phone:	313-414-0	935 Work	Phone:	734-35	4-9200	Ext:5281	
Fax: <u>734-737-0693</u> Prima	ary Email: dominic.ro	scini@monr	oe.bank Alt. E	mail: droso	ini@gm	ail.com		
Board and/or Commission Applying	g for: Plymouth Town	nship DDA						
Why are you seeking appointment Manager, I am eager to get involved w	to the above Board ith Plymouth Township	or Commiss o. Currently I	sion?: As a rec manage both o	ently Trans our Northville	ferred B	anking C	enter	
will manage our new facility in Plymo	outh Township once c	complete in S	Spring 2019.					
Work History: I've been in banking Branch Manager of our Flat Rock office Banking Center Manager of our Ply  Education: I have attained an Association	e. In 2015 I became m mouth & Northville of	nanager of ou ffices. Prior	employers inc	and in July o	of 2018 I Bank and	was nam	ed	
Education: That attained any issue								
Community Involvement: Currently served on the Board since 2016. EN								
personal time for various projects within	n the communities we s	serve. I am a	lso a Board Me	mber for To	ny Roko':	s The Art	Foundation	
where we look to foster creative thinking thro	ough painting. Our projects	often include l	ntercity youth, hos	pital patients	& team bu	ilding in of	fice settings.	
Interests/Hobbies: My wife and I er most other sports.	njoy spending time wi	th our 2 boy	s (12 & 8) and	our dogs.	enjoy g	olfing an	d	
**The Social Security Number is re	quired as some appo	ointments r	esult in paym	ent that w	ill excee	d \$600.0	OO per year.	

Please return this completed application to:

In that situation, we will send you a Form 1099 at the end of the year.

Plymouth Townships Clerk's Office Jerry Vorva, Clerk 9955 North Haggerty Road Plymouth Mi 48170

### **DOMINIC ROSCINI**

### 51193 Gold Ridge Lane Canton, MI 48188 (734) 544-1280 or (313) 414-0935 droscini@gmail.com

### **WORK HISTORY**

**EDUCATION** 

June 2013- Present	<ul> <li>2<sup>nd</sup> Vice President-Branch Manager</li> <li>Monroe Bank &amp; Trust- Plymouth &amp; Northville Offices Currently</li> <li>Foster a collaborative sales approach through working with all members of Market Team</li> <li>Effectively work with other line of business to meet customer needs and branch goals</li> <li>Regularly meet with current and prospective clients to assess needs and provide solutions</li> <li>Participate in various networking events through SWCRC and Plymouth &amp; Northville</li> <li>Chamber of Commerce</li> <li>Provide motivational coaching to staff on branch sales initiatives and career objectives</li> </ul>					
June 2005-	Branch Manager/Bank Officer					
June 2003-	TCF Bank – Dearborn Heights, MI					
June 2015	Manage all functions of retail banking					
	Create and implement concise action plan to achieve branch goals					
	Increase branch deposit base					
	Develop new and retain existing customer relationships					
	Provide continuous training to staff on bank products and procedures					
	Build business relationships and community awareness through outside sales and networking					
June 2004-	Assistant Branch Manager					
April 2005	Huntington National Bank – Dearborn, MI					
	Develop and implement business and sales plans					
	Achieve sales and lending goals for personal and business needs					
	Cultivate and expand customer banking relationships					
	Provide sales training and product knowledge to staff					
	Review and address customer financial situations					
	Establish and maintain business relationships through field sales					
September 2002-	Assistant Branch Manager					
June 2004	TCF Bank – Belleville, MI					
	Meet and exceed monthly sales goals					
	Monitor monthly sales trends for retail banking					
	Develop banking relationships through field sales					
	Perform audits on cash drawers and vault funds					
	Supervise 9 to 15 bank employees					
	Service customers by researching and solving account issues					

Henry Ford Community College – 2002 Associates Degree in Liberal Arts

### **ITEM F.4**

Re-appointment of Ed Snage to the Board of Review for a term ending December 31, 2020

Resolution #2018-12-17-94



# CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: December 17, 2018
ITEM: Re-Appointment of Ed Snage to the Board of Review
PRESENTERS: Supervisor Heise  BACKGROUND: I would appreciate your consideration and support for the R appointment of Mr. Ed Snage to the Board of Review for a term ending December 3 2020.
PROPOSED MOTION: I move that the Township Board approve Resolution #2018-12-17-94 to appoint Ed Snage to the Plymouth Township Board of Review for a term ending December 31, 2020.
Moved By Seconded By
ROLL CALL:

\_\_\_\_Vorva\_\_\_ Curmi,\_\_\_ Clinton, \_\_\_Heitman, \_\_\_Doroshewitz, \_\_\_Dempsey, \_\_\_Heise

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

#### **RESOLUTION # 2018-12-17-94**

#### RE-APPOINTMENT OF ED SNAGE TO THE BOARD OF REVIEW

At a special 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, on December 17, 2018, the following resolution was offered:

WHEREAS, the Charter Township of Plymouth recognizes that private citizens and their input and expertise are invaluable to the community, and

WHEREAS, the Charter Township of Plymouth utilizes various boards and commissions to carry out the multitude of functions necessary to the efficient operation of the community, and

WHEREAS, the Supervisor of the Charter Township of Plymouth is charged with making recommendations to the Board of Trustees to appoint various members of the community to these Boards and Commissions in accordance with the guidelines stipulated, and,

WHEREAS, Supervisor Heise has recommended to the Board the re-appointment of Ed Snage to the Board of Review of the Charter Township of Plymouth,

**NOW, THEREFORE BE IT RESOLVED**, that the Charter Township of Plymouth Board of Trustees does hereby approve Resolution # 2018-12-17-94 authorizing the re-appointment of Ed Snage to the Board of Review for a term ending December 31, 2020.

Moved by	/:	ROLL CALL VOTE:							
	cc, _	JD, _	JV,	MC, _	RD,	GH,	KH		

Certification				
STATE OF MICHIGAN	)			
COUNTY OF WAYNE	) )			
I hereby certify that the foregoing is a true and complete copy of the resolution adopted by the Board of Trustees at a special Board Meeting dated December 17, 2018.				
Jerry Vorva, Clerk				

Resolution # 2018-12-17-94

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES SPECIAL MEETING DECEMBER 17, 2018

## ITEM F.5

Re-appointment of Joseph Van Esley to the Board of Review for a term ending December 31, 2020

**Resolution #2018-12-17-95** 



# CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: December 17, 2018
ITEM: Re-Appointment of Joseph Van Esley to the Board of Review
PRESENTERS: Supervisor Heise  BACKGROUND: I would appreciate your consideration and support for the Re appointment of Mr. Joseph Van Esley the Board of Review for a term ending December 31, 2020. His resume is attached.
PROPOSED MOTION: I move that the Township Board approve Resolution #2018-12-17-95 to appoint Joseph Van Esley to the Plymouth Township Board of Review for a term ending December 31, 2020.
Moved BySeconded By
ROLL CALL:

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

#### **RESOLUTION # 2018-12-17-95**

#### **RE-APPOINTMENT OF JOSEPH VAN ESLEY TO THE BOARD OF REVIEW**

At a special 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, on December 17, 2018, the following resolution was offered:

WHEREAS, the Charter Township of Plymouth recognizes that private citizens and their input and expertise are invaluable to the community, and

WHEREAS, the Charter Township of Plymouth utilizes various boards and commissions to carry out the multitude of functions necessary to the efficient operation of the community, and

WHEREAS, the Supervisor of the Charter Township of Plymouth is charged with making recommendations to the Board of Trustees to appoint various members of the community to these Boards and Commissions in accordance with the guidelines stipulated, and,

WHEREAS, Supervisor Heise has recommended to the Board the re-appointment of Joseph Van Esley to the Board of Review of the Charter Township of Plymouth,

**NOW, THEREFORE BE IT RESOLVED**, that the Charter Township of Plymouth Board of Trustees does hereby approve Resolution # 2018-12-17-95 authorizing the re-appointment of Joseph Van Esley to the Board of Review for a term ending December 31, 2020.

Moved by: Supported by				pported by	/:		
	ROLL CALL VOTE:						
	_cc, _	JD,	JV, _	MC, _	RD,	GH,	KH
	·-						

Certification				
STATE OF MICHIGAN ) COUNTY OF WAYNE )				
I hereby certify that the foregoing is a true and complete copy of the resolution adopted by the Board of Trustees at a special Board Meeting dated December 17, 2018.				
Jerry Vorva, Clerk Charter Township of Plym	Date			

Resolution # 2018-12-17-95

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES SPECIAL MEETING DECEMBER 17, 2018

## ITEM F.6

Re-appointment of Stephanie Goecke as Alternate to the Board of Review for a term ending December 31, 2020

**Resolution #2018-12-17-96** 



# CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: December 17, 2018
ITEM: Re-Appointment of Stephanie Goecke as Alternate to the Board of Review
PRESENTERS: Supervisor Heise  BACKGROUND: I would appreciate your consideration and support for the Reappointment of Ms. Stephanie Goecke as the Alternate to the Board of Review for term ending December 31, 2020.
PROPOSED MOTION: I move that the Township Board approve Resolution #2018-12-17-96 to appoint Ms. Stephanie Goecke as the Alternate to the Plymouth Township Board of Review for a term ending December 31, 2020.
Moved BySeconded By
ROLL CALL:
Vorva Curmi, Clinton,Heitman,Doroshewitz,Dempsey,Heise

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

#### **RESOLUTION # 2018-12-17-96**

## RE-APPOINTMENT OF STEPHANIE GOECKE AS THE ALTERNATE TO THE BOARD OF REVIEW

At a special 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, on December 17, 2018, the following resolution was offered:

WHEREAS, the Charter Township of Plymouth recognizes that private citizens and their input and expertise are invaluable to the community, and

WHEREAS, the Charter Township of Plymouth utilizes various boards and commissions to carry out the multitude of functions necessary to the efficient operation of the community, and

WHEREAS, the Supervisor of the Charter Township of Plymouth is charged with making recommendations to the Board of Trustees to appoint various members of the community to these Boards and Commissions in accordance with the guidelines stipulated, and,

**WHEREAS**, Supervisor Heise has recommended to the Board the re-appointment of Stephanie Goecke as the Alternate to the Board of Review of the Charter Township of Plymouth,

**NOW, THEREFORE BE IT RESOLVED**, that the Charter Township of Plymouth Board of Trustees does hereby approve Resolution # 2018-12-17-96 authorizing the re-appointment of Stephanie Goecke as the Alternate to the Board of Review for a term ending December 31, 2020.

Moved by:	Supported by:

#### ROLL CALL VOTE:

\_\_\_\_CC, \_\_\_JD, \_\_\_\_JV, \_\_\_\_MC, \_\_\_RD, \_\_\_\_GH, \_\_\_\_KH

	Certification
STATE OF MICHIGAN	1
STATE OF WIICHIGAN	
COUNTY OF WAYNE	,
	e foregoing is a true and complete copy of the the Board of Trustees at a special Board Meetir
resolution adopted by	the Board of Trustees at a special Board Meetir
•	the Board of Trustees at a special Board Meetir

Resolution # 2018-12-17-96

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES SPECIAL MEETING DECEMBER 17, 2018

## **ITEM F.7**

Approval of Depositories for Calendar Year 2019

**Resolution #2018-12-17-97** 



# CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD CONSIDERATION

MEETING DATE: December 17, 2018

ITEM: Board approval of Plymouth Township depositories for calendar year 2019.

PRESENTER: Mark Clinton, Treasurer

#### **BACKGROUND:**

The board of a township may provide by resolution for the depositing of money coming into the hands of the treasurer of the township, and the treasurer shall deposit the money in the financial institution the township board may direct, subject to MCL 41.77.

Municipal investments are governed by Public Act 20 of 1943 as amended.

#### **ATTACHMENTS:**

- 1) Proposed depositories
- 2) Bank ratings

#### **RECOMMENDATION:**

Approve the proposed depositories.

#### **RESOLUTION:**

I move to approve Resolution # 2018-12-17-97 to adopt the proposed depositories for the Charter Township of Plymouth for calendar year 2019.

# STATE OF MICHIGAN COUNTY OF WAYNE CHARTER TOWNSHIP OF PLYMOUTH

#### **DESIGNATION OF DEPOSITORIES**

#### **RESOLUTION #2018-12-17-97**

At a special meeting of the Charter Township of Plymouth Board of Trustees, Wayne County, Michigan, held at the Township Hall, located at 9955 N Haggerty Road, Plymouth, Michigan, on December 17, 2018, at 7:00 p.m., the following resolution was offered:

WHEREAS, under the laws of the State of Michigan, the Board may provide by Resolution for the depositing of all public money, including tax money coming into the possession of the Treasurer, in one or more designated financial institutions;

NOW THEREFORE BE IT RESOLVED, that the banks set forth herein be named as depositories for the Charter Township of Plymouth funds for the calendar year January 1, 2019 through December 31, 2019, for everyday Savings and Checking Accounts, Money Market Accounts, Certificates of Deposit, and Commercial Paper and Pool Fund investment Accounts.

**BE IT FURTHER RESOLVED,** that all money received by the Charter Township of Plymouth shall be deposited at the Treasurer's discretion into the following depositories:

- The Bank of Ann Arbor
- Flagstar Bank
- Comerica Bank

Moved by:	Supported by:			
CC ID	ROLL CALL VOTE:JV,MC,RD,GH,KH			
	Certification			
STATE OF MICHIGAN	)			
	)			
COUNTY OF WAYNE	)			
	ne foregoing is a true and complete copy of the the Board of Trustees at the Special Board Meeting 018.			

## PROPOSED DEPOSITORIES

- 1) Bank of Ann Arbor
- 2) Flagstar Bank
- 3) Comerica

### **Bank Rating – Bank of Ann Arbor**



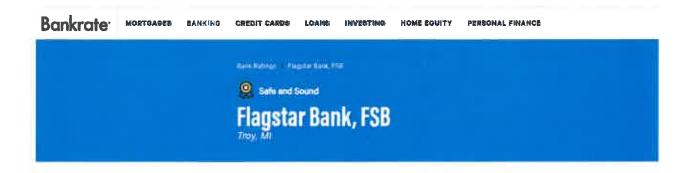


Bank of Ann Arbor is an FDIC-insured bank started in 1996 and currently based in Ann Arbor, MI. The bank has equity of \$156.8 million on assets of \$1.54 billion, according to December 31, 2017, regulatory fillings.

U.S. bank customers have \$1.33 billion on deposit at 8 offices in MI run by 214 fulltime employees. With that footprint, the bank has emessed loans and leases worth \$1,25 billion, including \$839.6 million worth of real estate loans.

Overall, Bankrate believes that, as of December 31, 2017, Bank of Ann Arbor exhibited a superior condition, earning a full 5 stars for safety and soundness. Keep reading for an analysis of how the bank did on the three important criteria Bankrate used to evaluate U.S. banks on safety and soundness.

### **Bank Rating - Flagstar**





Founded in 1997, Flagster Bank, FSB is an FDIC-insured bank based in Troy, Mt. Regulatory filings show the bank having equity of \$1.66 billion on \$16.66 billion in assets, as of December 31, 2017.

Thanks to the efforts of 3,525 full-time employees in 99 offices in MI, the bank has amassed loans and leases worth \$12.16 billion, \$9.94 billion of which are for real estate. The bank currently holds \$9.22 billion in deposits from U.S. customers.

Overail, Bankrete believes that, as of December 31, 2017, Flagster Bank, FSB exhibited a good condition, earning 4 out of 5 sters for safety and soundness. Keep reading for an analysis of how the bank did on the three major criteria Bankrete used to score American banks.

#### **Bank Rating - Comerica**





Started in 1849, Comerica Bank is an FDIC-insured bank based in Dallas, TX.
Regulatory fillings show the bank having equity of \$7.41 billion on \$71.61 billion in assets, as of December 37, 2017.

U.S. bank customers have \$58.87 billion on deposit at 439 offices in multiple states run by 7,275 full-time employees. With that footprint, the bank holds loans and leases worth \$48.46 billion, including \$15.81 billion worth of real estate loans.

Overall, Bankrate believes that, as of December 31, 2017, Comerica Bank exhibited a superior condition, earning a full 5 sters for safety and soundness. Keep reading for a breakdown of how the bank did on the three key criteria Bankrate used to grade American banks on safety and soundness.

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES SPECIAL MEETING DECEMBER 17, 2018

## **ITEM F.8**

Purchase of 2019 Ford F-450 4x4 Type 1 Ambulance

**Resolution #2018-12-17-98** 



# CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE: 12/17/2018** 

ITEM: Purchase of 2019 Ford F-450 4x4 Type 1 Ambulance.

PRESENTER: Chief Dan Phillips

OTHER INDIVIDUALS IN ATTENDANCE: Captain Chris Mack

**BACKGROUND**: On November 13<sup>th</sup> of 2018 Plymouth Township placed a competitive bid for the purchase of a Fire Department Ambulance. Two bids were received on December 6<sup>th</sup> at 2pm by the clerk's office. Both bids were accepted one from Mercy Sales Inc. of Saginaw and one from Rolland Specialty Vehicles of Toledo. The designated spec matched the two Ambulances purchased by Plymouth Township in 2014 with the exception of built on an F450 Frame vs an F550 Frame. Rolland represents American Emergency Vehicles in North Carolina; Mercy represents Marque out of Florida.

**ACTION REQUESTED:** Award bid contract to Rolland Specialty Vehicles & Products Inc. Rolland Specialty built the previous ambulances and the Fire department is pleased with the workmanship of the product. They are the lower bid and we will see increased savings from the trade in. We have a long history with Rolland and AEV.

BUDGET/ACCOUNT NUMBER: \$224,887.00

Bid does not currently include trade in value of 2003 Ambulance. That would be a greater saving.

**RECOMMENDATION:** Purchase Ambulance without Stryker Power load and purchase separately from manufacturer and ship directly to AEV. Purchase price to Rolland Specialty Vehicles \$203,446.00

MODEL RESOLUTION: I move that the Board of Trustees does herby adopt Resolution #2018-12-17-98 to award the Fire Department ambulance replacement bid and purchase to Rolland Specialty vehicles & products for a cost not to exceed \$203,446.00.

# STATE OF MICHIGAN COUNTY OF WAYNE CHARTER TOWNSHIP OF PLYMOUTH

# RESOLUTION TO EXERCISE PURCHASE OPTION Type 1 Fire Department Ambulance

#### **RESOLUTION #2018-12-17-098**

At a special meeting of the Charter Township of Plymouth Board of Trustees, Wayne
County, Michigan, held at the Township Hall, located at 9955 N Haggerty Road, Plymouth,
Michigan, on December 17, 2018, at 7:00 p.m., the following resolution was offered:

WHEREAS, The Board of Trustees of the Charter Township of Plymouth was presented with multiple bids to consider the purchase of a new fire department ambulance, to be purchased from a competitive bid process and,

WHEREAS, the ambulance that is to be replaced is too costly to repair and maintain,

WHEREAS, the aforementioned ambulance shall be traded in for a reduced price,

**NOW THEREFORE BE IT RESOLVED**, that the Charter Township of Plymouth Board of Trustees does hereby approve Resolution #2018-12-17-00, authorizing the purchase of type 1 Ambulance (quote #10507-0007) from Rolland specialty vehicles, to be purchased for a total purchase price of \$203,446.00.

# ROLL CALL VOTE: \_\_\_\_CC, \_\_\_JD, \_\_\_JV, \_\_\_MC, \_\_\_RD, \_\_\_GH, \_\_\_KH

Certification				
STATE OF MICHIGAN	)			
	)			
COUNTY OF WAYNE	)			
	ne foregoing is a true and complete copy of the the Board of Trustees at the Special Board Meeting 018.			

Resolution # 2018-12-17-98

#### Plymouth Township Type 1 Ambulance Bid

#### December 17<sup>th</sup> 2018

Dealer	Rolland Specialty Vehicles	Mercy Sales Inc.
City	Toledo, Oh	Saginaw, Mi
Manufacturer	American Emergency Vehicles	Marque
Price	\$224,8877.00	\$225,280.00
History	Built several Ambulances for Twp.	New potential vender
Conversion Warranty	7 Year /70,000 Miles	2 Years / 36,000 Miles
Paint Warranty	7 year/ 70,000 Miles	5 years
<b>Module Structure Warranty</b>	20 Years	20 Years
Qualified Vehicle Modifier	Yes	Yes
Cat's Eye Tire Equalization	Yes	No

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES SPECIAL MEETING DECEMBER 17, 2018

## ITEM F.9

Purchase of Stryker Power Load Cot System for 2019 Ambulance

**Resolution #2018-12-17-99** 



# CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE: 12/17/2018** 

ITEM: Purchase of Stryker Power Load and Power Pro XT Cot system for 2019 Ambulance.

**PRESENTER:** Chief Dan Phillips

OTHER INDIVIDUALS IN ATTENDANCE: Chris Mack

**BACKGROUND:** In July 2015 federal ambulance requirements changed. Our current litter retention system does not comply so we must purchase a new system to use in the new ambulance. Our remaining ambulances still use the legacy system.

<u>ACTION REQUESTED</u>: Purchase Stryker Power load system with new Stryker Power-Pro XT. Do not include Power load system in purchase price of ambulance only installation fee of \$1,226.00

BUDGET/ACCOUNT NUMBER: \$44,561.96

Power load system and Power –Pro XT Cot are \$35,830.32 (\$21,441 was subtracted from the purchase price of the ambulance to separate this out.) Power Cot extended 7 year warranty \$2,927.52 Power Load extended 7 year warranty \$5,804.12

**RECOMMENDATION:** Approve purchase of Power Load system at \$44,451.96

**MODEL RESOLUTION:** I move to approve Resolution #2018-12-17-99 to purchase a Stryker Power load system not to exceed \$44,451.96.

# STATE OF MICHIGAN COUNTY OF WAYNE CHARTER TOWNSHIP OF PLYMOUTH

# RESOLUTION TO EXERCISE PURCHASE OPTION Stryker Power Load System RESOLUTION #2018-12-17-99

At a special meeting of the Charter Township of Plymouth Board of Trustees, Wayne County, Michigan, held at the Township Hall, located at 9955 N Haggerty Road, Plymouth, Michigan, on December 17, 2018, at 7:00 p.m., the following resolution was offered:

**WHEREAS**, The Board of Trustees of the Charter Township of Plymouth was presented with a promotional option to purchase a litter retention system, to be purchased from Stryker Corporation of Kalamazoo MI and,

WHEREAS, the litter retention system being replaced is no longer permissible in new ambulances, per a revision in the current KKK-A-1822 standard and,

WHEREAS, the legacy litter retention system will be retired from service.

**NOW THEREFORE BE IT RESOLVED**, that the Charter Township of Plymouth Board of Trustees does hereby approve Resolution #2018-12-17-01, authorizing the purchase of a Stryker MTS Power load, Power-PRO XT Cot and a 7 year extended warranty on both.

Moved by:	Supported by:
	ROLL CALL VOTE:
	CC,JD,JV,MC,RD,GH,KH

Certification				
STATE OF MICHIGAN	)			
	)			
COUNTY OF WAYNE	)			
I hereby certify that the foregoing is a true and complete copy of the resolution adopted by the Board of Trustees at the Special Board Meeting dated December 17, 2018.				
Jerry Vorva, Clerk Charter Township of P	Date			

Resolution # 2018-12-17-99





Sales Account Manager JAMIE SMITH jamle.smith@stryker.com Celi: 269-303-1257 Remit to: Stryker Medical P.O. Box 93308 Chicago, IL 60673-3308

End User Shipping Address 1069441 CHARTER TWP OF PLYMOUTH FIRE DEPT 9955 HAGGERTY RD PLYMOUTH, MI 48170 Shipping Address 1089441 CHARTER TWP OF PLYMOUTH FIRE DEPT 9855 HAGGERTY RD PLYMOUTH, MI 48170 Billing Address 1069441 CHARTER TWP OF PLYMOUTH FIRE DEPT 9955 HAGGERTY RD PLYMOUTH, MI 48170

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	6958541	11/16/2018	QUOTE		

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	1	MTS POWER LOAD	639005550001	\$19,542.87	\$19,542.87	
2.00	1	Power-PRO XT	6506000000	\$16,287.45	\$16,287.45	100
		Options				
	15	Power-PRO XT	6506000000	\$16,287.45	\$16,287.45	
	t	Dual Wheel Lock	6086602010			
	4	PR Cot Retaining Post	6085033000			
	1	Power Pro Standard Components	6506026000			
	90	XPS Siderails	6506040000			
	to:	No Runner/HE O2	0054200994			
	1	Equipment Hook	6500147000			
	1	Power-LOAD Compatible Option	6506127000			
	1	Trendelenburg	6085031000			
	1	No HE Section O2 Bottle	6506036000			
	1	Pocketed Back Rest Pouch	6500130000			
	1	Head End Storage Flat	6500128000			
	1	Fowler O2 Bottle Holder	6500241000			
	1	ONE PER ORDER, MANUAL, ENG OPT	650606160000			
	1	SMRT KIT-120V AC,12V DC, Brokt	6500038000			
	1	Short Hook	6060036017			
	1	G-Rated Mattress - Black	6506034000			
	1	Steer Lock Option	6506038000			
	1	3 YR X-Frame Powertrain Wrnty	7777881669			
	1	2 Yr Bumper to Bumper Warranty	7777881670			
	1	DOM SHIP (NOT HI, AK, PR, GM)	0054030000			
	1	3 Stage IV Pole PR Option	6500315000			
	10	X-RESTRAINT PACKAGE	6500001430			
	- 8	STANDARD FOWLER	6506012003			
3,00	1	Protect Power Cot - 7 Year	77105001	\$2,927.52	\$2,927.52	
4,00	1	Protect Power-LOAD- 7year	77506001	\$5,804.12	\$5,804,12	

Note:
Pricing valid through Dec. 2018. End of year promotional pricing.
Quote includes 7 year service (parts, labor, travel, yearly PM).

Product Total	\$44,561.96
Freight	\$0.00
Tax	\$0.00
Total	\$44,561.96

E	Title/Position:	Date:
Signature:	Tille/Position.	Date





Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 Days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.



#### Power-LOAD®

#### Cot Fastener System



3800 E. Centre Avenue Portage, MI 49002 USA t 269 329 2100 toll free. 800 327 0770

#### Stundard Features

- Lifting arms
- Head end lock LED indicators
- Control panel
- Cot release handles
- Foot end lock LED indicator
- Linear transfer system
- Inductive charging
- Operation guide

#### Optional Features

- External power cord
- Wheel guide
- Mass casualty floor mount assembly
- Mass casualty wall mount assembly

#### Specifications

Model Number	6390		
Length			
Overall Length	95 in (241 cm)		
Minimum Length	89.5 in (228 cm)		
Width	24.5 in (62 cm)		
Weight			
Total Weight	211.5 lb (96.5 kg)		
Floor Plate Assembly	16.5 lb (7.5 kg)		
Anchor Assembly	23 lb (10.5 kg)		
Transfer Assembly	67 lb (30.5 kg)		
Trolley Assembly	105 lb (48 kg)		
Maximum Lift Capacity*	700 lb (318 kg)		
Minimum Operator Required			
Occupied Cot	2		
Unoccupied Cot	1		
Recommended Loading Height	22 in to 36 in (56 cm to 91 cm)		
Battery	12 VDC, 5 Ah Lead Acid Battery (6390-001-468)		

#### Extended warranties available.

\*7-year service life.

\*Maximum weight capacity represents patient weight. Safe working load of 870 lb (395 kg) represents the sum of the cot total weight and patient.

Stryker reserves the right to change specifications without notice.

In-service video included with every order.

The Power-LOAD cot fastener system is designed to conform to the Federal Specification for the Star-of-Life Ambulance KKK-

The yellow and black color sceme is a registered trademark of Stryker Corporation.

Meets dynamic crash standards with Power-PRO™ XT cot fastening system (AS/NZS-4536, BS EN-1789 with X-restraints and SAE J3027)

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: Power-LOAD, Stryker, All other trademarks are trademarks of their respective owners or holder.

One-year parts, labor, and travel



#### **Power-PRO**<sup>™</sup> XT

#### Powered Ambulance Cot



3800 E. Centre Avenue Portage, MI 49002 USA t. 269 329 2100 toll free: 800 327 0770 ems stryker.com

#### Standard Features

- Automatic in-cot fastener shut-off
- Manual back-up release handle
- Automatic high-speed retract
- Battery-powered hydraulic lift system
- Preventative maintenance hour meter
- · Battery pack power level indicator
- · Settable load height with jog function
- Color-coded controls
- · High visibility powder-coated frame
- Lightweight, rugged aluminum construction
- · Optimized lift bar and control design
- Lower lifting bar
- Lift-capable safety bar
- Integrated bumper system
- Retractable head section
- Floor-mounted safety hook
- One-hand release, fold down siderails
- One-hand release, infinite positioning, pneumatically assisted backrest
- Oversized wheels with sealed caster and wheel bearings
- Sealed bolster mattress
- · Shock or flat leg positioning
- Two lap belts and one four-point shoulder restraint
- Built-in pull handle
- X-frame guards
- Power washable
- SMRT power system (12V DC, 120V AC and 240V AC options available)

#### Optional Features

- Heavy duty two- or three-stage IV poles (patient right or left)
- Permanent or removable O<sub>2</sub> bottle holders (head end, foot end or fowler)
- Sealed flat mattress
- Dual wheel locks
- Head extension
- Pillow
- Equipment hook
- Backrest storage pouch
- Head end storage flat
- Defibrillator platform
- Base storage net
- Knee gatch
- SMRT charger mounting bracket
- Power-LOAD™ compatibility

#### Specifications

Model Number	6506	
Height <sup>1</sup> (infinite height positioning betwe	een lowest and highest position)	
Highest Position	41.5 in. (105 cm)	
Lowest Position	14 in. (36 cm)	
Length		
Standard	81 in. (206 cm)	
Minimum	63 in. (160 cm)	
Width	23 in. (58 cm)	
Weight <sup>2</sup>	125 lb (57 kg)	
Wheels		
Diameter	6 in. (15 cm)	
Width	2 in. (5 cm)	
Articulation		
Backrest	0-73°	
Shock Position	+15°	
Optional Knee Gatch	30°	
Maximum Weight Capacity <sup>3</sup>	700 lb (318 kg)	
Minimum Operator Required		
Occupied Cot	2	
Unoccupied Cot	1	
Recommended Fastener System		
Power-LOAD	Model 6390	
Floor Mount	Model 6370 or 6377	
Wall Mount	Model 6371	
Recommended Loading Height	Up to 36 in (91 cm)	

#### (Marriage

- \* Two-year parts, and labor
- Two year bumper to bumper
- · One-year soft goods
- Three-year X-frame components
- Three-year limited powertrain
- · Lifetime on all welds

#### Extended warranties available.

7-year service life.

- <sup>1</sup> Height measured from bottom of mattress, at seat section, to ground level.
- <sup>2</sup> Cot is weighed with one battery pack, without mattress and restraints.
- <sup>3</sup> 700 lb weight capacity with an unassisted lift capacity of 500 lb (Cot loads over 300 lb (136 kg) may require additional assistance to meet the set cot load height).
- 4 Can accommodate load decks up to 36 in. Load height can be set between 26 in and 36 in.

Stryker reserves the right to change specifications without notice.

In-service video included with every order.

The Power-PRO XT is designed to conform to the Federal Specification for the Star-of-Life Ambulance KKK-A-1822.

The Power-PRO XT is designed to be compatible with competitive cot fastener systems

The yellow and black color sceme is a registered trademark of Stryker Corporation

Meets dynamic crash standards with Power-LOAD cot fastening system (AS/NZS-4536, BS EN-1789 with X-restraints and SAE J3027) and Performance-LOAD cot fastening system (SAE J3027 with X-restraints).

Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: Power-LOAD, Power-PRO, Stryker, . All other trademarks are trademarks of their respective owners or holder.





Printed in U.S.A. Copyright © 2017 Stryker Mkt Lit-1450 06 JAN 2017 Rev A.4

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES SPECIAL MEETING DECEMBER 17, 2018

## **ITEM F.10**

Real Estate Purchase Agreement with Phoenix Management Holdings LLC IV for surplus parcels at the DPW Yard,46555 Port Street

Resolution #2018-12-17-100



M ---- J D--

# CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE:	December 17,	2018
---------------	--------------	------

ITEM: Request for approval of Real Estate Purchase Agreement with Phoenix Management Holdings LLC IV for surplus parcels at the DPW Yard, 46555 Port Street

**PRESENTERS**: Supervisor Heise, Township Attorney Bennett

BACKGROUND: I am seeking your concurrence in the attached Real Estate Purchase Agreement with Phoenix Management Holdings, LLC, for surplus parcels at the DPW Yard as identified in the attached map, subject to final legal descriptions. This is a land contract for \$425,000, the proceeds of which would be placed into the Township's General Fund. Principals of Phoenix Management Holdings will also be in attendance at the December 17 meeting.

<u>PROPOSED MOTION:</u> I move that the Township Board approve Resolution #2018-12-17-100 authorizing the Township Supervisor and Clerk to sign the Real Estate Purchase Agreement with Phoenix Management Holdings, LLC IV, for surplus parcels located at 46555 Port Street, subject to final agreement on legal descriptions and approval by the Township Attorney.

movea By			Seconde	и Бу	·	
ROLL CALL	:					
Vorva	Curmi	Clinton.	Heitman.	Doroshewitz.	Dempsev.	Heise

Cosonded Dry

# STATE OF MICHIGAN COUNTY OF WAYNE CHARTER TOWNSHIP OF PLYMOUTH

# RESOLUTION TO APPROVE A REAL ESTATE PURCHASE AGREEMENT WITH PHOENIX MANAGEMENT HOLDINGS LLC IV FOR SURPLUS PARCELS AT THE DPW YARD, 46555 PORT STREET, PLYMOUTH

#### **RESOLUTION #2018-12-17-100**

At a special meeting of the Charter Township of Plymouth Board of Trustees, Wayne County, Michigan, held at the Township Hall located at 9955 N. Haggerty Road, Plymouth Michigan on December 17, 2018, at 7:00 p.m.

**WHEREAS,** The Board of Trustees of the Charter Township of Plymouth has been presented with a Real Estate Purchase Agreement for the surplus parcels located at the Township DPW yard at 46555 Port Street, Plymouth, and,

**WHEREAS**, said parcels are further identified in the attached map, subject to final legal descriptions,

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Charter Township of Plymouth hereby approves Resolution #2018-12-17-100, authorizing the Township Supervisor and Clerk to sign the Real Estate Purchase Agreement with Phoenix Management Holdings, LLC IV, for surplus parcels located at 46555 Port Street, subject to final agreement on legal descriptions and approval by the Township Attorney.

Moved by:	Supported by:

	ROLL	CALL VO	lt:		
CC,JD,	JV,	MC, _	RD,	GH,	KH
	Cert	<u>ification</u>			
STATE OF MICHIGAN	)				
COUNTY OF WAYNE	)				
I hereby certify that the foresolution adopted by the Meeting dated December	Board of		_		
Jerry Vorva, Clerk				Date	
Charter Township of Plyn	nouth				

Resolution # 2018-12-17-100

#### REAL ESTATE PURCHASE AGREEMENT

This Agreement is made as of the Acceptance Date (defined in <u>Paragraph 2</u>) by and between the Charter Township of Plymouth, whose address is 9955 N. Haggerty Rd, Plymouth, MI 48170 ("Seller"), and PHOENIX MANAGMENT HOLDINGS LLC IV a Michigan limited liability company, whose address is 10741 Fellows Hill Drive Plymouth Twp MI 48170 or its nominee or assignee ("Buyer"). This offer is made through CRS-Commercial Real Estate Services.

- 1. Property. Seller owns and desires to sell to Buyer, and Buyer desires to purchase from Seller 4 acres as shown on the Exhibit 1 attached hereto to be surveyed and made a part this Purchase Agreement with all easements under the terms and conditions of this Purchase Agreement. As generally depicted together with all improvements now located 46555 Port Street Plymouth Township MI, such real property and all rights (including division rights and development rights), privileges, and easements appurtenant to such real property (collectively, the "Property"), on the terms and conditions contained in this Agreement.
- 2. <u>Purchase Price</u>; <u>Deposit</u>. The Purchase price for the subject property shall be Four Hundred and Twenty Five Thousand (\$425,000) Dollars. Upon execution of the Purchase Agreement the Buyer agrees to deposit Five Thousand (\$5,000) Dollars with Tri County Title which shall be refundable subject to the conditions herein. For purposes of this Agreement, the "Acceptance Date" shall be that day upon which this Agreement has been both (a) fully executed by Buyer and Seller, and (b) delivered to Buyer.
- (a) At the consummation of the transactions contemplated herein (the "Closing"), Purchaser shall pay down payment of Ninety Thousand (\$90,000.00) Dollars (the "Down Payment"); and
- (b) The balance of the Purchase Price shall be payable pursuant to a land contract in the form attached hereto as Exhibit B to be executed at Closing by Seller and Purchaser (the "Land Contract").

#### 3. Title Defects.

(a) Within Ten (10) days after the Acceptance Date, Buyer will order from Escrow Agent a commitment for an owner's policy of title insurance (without standard exceptions and with such endorsements, as Buyer shall reasonably require) with respect to the Property (the "Commitment"). The Commitment shall be in a form satisfactory to Buyer and shall commit to insure good and marketable title in fee simple, free and clear of all liens, encumbrances, easements, conditions or restrictions, except those that are acceptable to Buyer ("Permitted Exception(s)").

- (b) If an exception to title not acceptable to Buyer appears on the Commitment, Buyer shall give Seller notice of the exception within five (5) days after receipt of both the Commitment and a current survey of the Property. Seller shall have a reasonable period, not to exceed Thirty (30) days after notice from Buyer (the "Cure Period"), to remove the exception. If Seller cannot do so within the Cure Period, then Buyer shall have the right (but not the obligation) to either (i) accept title to the Property subject to the exception, which shall then become a Permitted Exception, without reduction in the purchase price; or (ii) cancel and terminate this Agreement and receive a refund of all sums deposited pursuant to this Agreement. For purposes of clarification, in no event shall an exception that has been removed from the Commitment thereafter be deemed a Permitted Exception hereunder. Seller shall be required to remove at Closing (hereinafter defined) those exceptions or encumbrances that can be removed by paying an ascertainable sum of money such as mortgages, land contracts, liens, unpaid taxes, and special assessments.
- 4. <u>Conveyance</u>. Seller shall convey the Property to Buyer or its nominee by General Warranty Deed (the "Deed"), in recordable form, subject only to the Permitted Exceptions and upon such time the Land Contract Balance has paid in full.
- 5. <u>Closing</u>. The closing of the purchase of the Property (the "Closing") shall be through the Escrow Agent and shall occur within Two Hundred and Thirty (230) days after Buyer's acceptance date. The Deposit shall be applicable to the purchase price said closing to occur within the time set forth. If Buyer elects, prior to the expiration of the Review Period, not to proceed under the Agreement, Buyer shall be entitled to terminate the Agreement by notification to the Seller for any reason or for no reason, in which event the Deposit shall be returned to Buyer.
- 6. <u>Survey and Investigations</u>. After the Acceptance Date, Buyer and its designated agents may enter the Property, at reasonable times and in a reasonable manner, for the purpose of making surveys, inspecting the physical condition of the Property, and making soil and environmental tests or borings, provided that such operations are solely at Buyer's expense and do not materially damage the Property. Seller agrees to cooperate with Buyer in its investigations and in its efforts to satisfy any contingencies with respect to its development of the Project, including the execution of related documentation. Within five (5) days after the Acceptance Date, Seller shall deliver to Buyer, without charge, copies of all information in its possession (or which is reasonably accessible to Seller) relating to the Property, including, without limitation,; surveys; information pertaining to the Property which are available to Seller.
- 7. Review Period. Buyer shall have the right within Two Hundred and Ten (210) days after the Effective Date at Buyer sole cost and expense (collectively, the "Closing Conditions") to satisfied in favor of and to Buyer's complete satisfaction, as determined by Buyer within such time period; The Closing Conditions are: (a) zoning, site plan approval and authorizations for the Buyer intended use for industrial, T&R (b) availability of adequacy of utilities, either public or private; (c) wetlands, hazardous

wastes, or other adverse environmental or physical conditions; (d) approval from applicable governmental authorities of full access to and from the adjacent road(s), as reasonably required by Buyer for the Project and Use planned; (e) acquiring any necessary access and storm water easements from the DPW/Plymouth Twp in order to build on the parcels without underground detention area(s); (f) securing industrial tax abatements through the Plymouth Township Board. The above "a thru f" shall be at the expense of the Buyer, unless otherwise agreed herein.

### 8. Covenants of Seller.

- (a) Seller, at its sole expense, shall deliver possession of the Property to Buyer at Closing, free from any rights of possession subject to the conditions of the land contract.
- (b) From and after the Acceptance Date, Seller shall not: (i) suffer or permit any third party to adversely affect Seller's title to or interest in the Property and will not suffer or permit to be created any exceptions to the title of the Property other than the Permitted Exceptions; or (ii) enter into any contracts or agreements pertaining to the Property.
- 9. Representations and Warranties of Seller. In order to induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer that: (a) fee simple ownership of the Property is vested solely in Seller and no other person or entity has any right, title, or interest in or to the Property, excepting easements of record; (b) no proceedings of any type (including condemnation or similar proceedings), to Seller's knowledge, are being contemplated against the Property or any part thereof; (c) the Property is not subject to any leases (written or oral), unrecorded easements, options to purchase, rights of first purchase or refusal, or any other agreement or contract to use, lease, or purchase the Property; and (d) to the best of Seller's knowledge, (i) no hazardous substances have been stored or used on the Property, and (ii) there are presently no hazardous substances in, on, or under the Property. All representations and warranties contained in this Paragraph 9 or elsewhere in this Agreement shall be deemed remade as of Closing and shall survive Closing.
- 10. Provisions with Respect to Closing. On or before the date of Closing: (a) Seller shall deliver to Escrow Agent (i) the Deed, (ii) all necessary executed state, county and municipal real estate transfer declarations (if any), (iii) a "Seller's Affidavit", as required by the title insurer, (iv) a "Non-Foreign Seller Affidavit", in compliance with Section 1445 of the Internal Revenue Code, and (v) in the event Seller is a Michigan Municipal Corporation and has the authority to consummate this Agreement; and (b) Buyer shall deliver to Escrow Agent the purchase price, less the Deposit and any other deductions permitted by this Agreement. Provided that both parties have timely delivered to Escrow Agent the foregoing items, the time provided for Closing in Paragraph 5 shall automatically extend for such time as the Escrow Agent reasonably needs to complete the Closing process (e.g., filing of deeds or other

documents, obtaining governmental approval of legal descriptions, etc.).

- Adjustments to the purchase price between Adjustments at Closing. 11. Seller and Buyer shall be made by Escrow Agent for the following items, prorated on a per diem basis as of 11:59 p.m. of the day preceding the date of Closing: (a) real estate taxes and other state or city taxes, charges and assessments, not yet due and payable, on the basis of the calendar year for which the same are levied or assessed (if the rate of any such taxes, charges or assessments shall not be fixed before the date of the Closing, the adjustment thereof at the Closing shall be calculated in accordance with local custom) and there shall be no later re-proration's; and (b) water and sewer rents, fees, and charges with respect to the Property. Seller shall pay in full, by deduction from the purchase price, any assessments, either general or special, whether material or immaterial, for improvements completed prior to Closing, one-half (1/2) of the escrow fee and the reasonable cost of the owner's policy of title insurance in the amount of the purchase price with respect to the Property (such owner's policy to be without standard exceptions, and to include such endorsements as Buyer shall reasonably require in connection with the Property). All other fees, recording costs, charges or expenses incidental to the sale and transfer of the Property to Buyer, except as otherwise expressly provided herein, shall be paid according to the custom of real estate transactions consummated in the county in which the Property is located, as determined by Escrow Agent. All bills for utility services to the Property shall also be paid in full by Seller as of the Closing, and all such utility services shall be transferred by Seller into Buyer's name.
- 12. <u>Waiver</u>. The exercise (or failure to exercise) of any one of Buyer's rights or remedies under this Agreement shall not be deemed to be in lieu of, or a waiver of, any other right or remedy contained herein or provided by law, except to the extent inconsistent herewith.

### 13. Remedies.

- (a) If Seller defaults in any of its obligations under this Agreement, then provided Buyer is not in default hereunder (and provided Buyer has notified Seller of the specific nature of the default and allowed Seller a ten (10) day period to cure such default (the "Remedy Period")), Buyer may either: (i) declare this Agreement terminated, in which event all the Deposit shall be returned to Buyer and thereafter all rights and obligations of the parties hereunder shall be terminated; or (ii) enforce the sale to go through of Seller's obligations under this Agreement.
- (b) If Buyer defaults in any of its obligations under this Agreement, then provided Seller is not in default hereunder (and provided Seller has notified Buyer of the specific nature of the default and allowed Buyer the Remedy Period), Seller may declare this Agreement terminated, in which event the Deposit shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy, and all other rights and obligations of the parties hereunder shall be terminated.

- (c) The prevailing party in a suit to enforce the terms and conditions of this Agreement shall be entitled to recover its reasonable attorney fees.
- 14. <u>Commissions</u>. Buyer is a licensed Real Estate Broker in the State of Michigan. If a sale is completed CRS-Commercial Real Estate Services shall due a commission in the amount of 3% of the sale price.
- 15. Notices. All notices, requests, waivers, and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery (a) by hand; (b) by sender to the applicable carrier if sent postage prepaid by United States Registered or Certified Mail, Return Receipt Requested; (c) by sender to a nationally recognized overnight express mail courier; or (d) by electronic transmission (facsimile with notification of receipt or email) to the following street or email addresses or facsimile numbers:

(a)	If intended for Buyer:	with a copy to:	,Phone:
,	with a copy to Escrow Agent;		

(b) If intended for Seller: Supervisor, Charter Township of Plymouth, 9955 N. Haggerty Rd, Plymouth, MI 48170, with a copy to Escrow Agent;

or to such other addresses or facsimile numbers as Seller or Buyer Agent shall have given notice of to the other as herein provided.

- 16. <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 17. <u>Assignment</u>. Buyer may not at any time after the date hereof, assign or otherwise transfer all interest in this Agreement.
- 18. <u>Escrow Agreement</u>. Escrow Agent joins herein for the purpose of agreeing to serve as Escrow Agent, subject to the provisions of this Agreement. By signing this Agreement, Seller and Buyer agree that:
- (a) in performing any of its duties hereunder, Escrow Agent shall not be liable for any loss, costs or damage which it may incur as a result of serving as Escrow Agent, except to the extent arising out of its willful default or gross negligence;
- (b) Seller and Buyer shall each hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder, except to the extent resulting from Escrow

Agent's willful default or gross negligence in performing its obligations hereunder; and

- (c) in an event of dispute between any of the parties hereto, sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property held by it under the terms of this Agreement and to file such legal pleadings as it deems appropriate and upon receipt of said money or property by such court, Escrow Agent shall be discharged from any and all further responsibility with respect to this Agreement.
- 19. <u>Agency Disclosure</u>. The undersigned buyer and seller each acknowledge that they have read and signed "The Disclosure Regarding Real Estate Agency Relationships." CRS-Commercial Real Estate Services is acting as the Buyer's Agent in this transaction

The above named Broker does not make independent investigations as to environmental contamination with respect to any property. The above named Broker has no knowledge and makes no representations regarding the presence or non-presence, now or in the past, of hazardous wastes or substances, or of underground storage tanks on the Property the subject of this Agreement, nor with respect to any environmental conditions affecting the Property.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, The parties have executed this Agreement.

By: Name:	
Date:	2018
BUYER:	

**SELLER:** 

By:	
Name:	
Its:	
Date:	, 2018

**ESCROW AGENT: Tri County Title Company** 

Ву:	
Name:	_
Its:	
Date:	, 2018

#### Exhibit B

#### LAND CONTRACT

This Land Contract (the "Land Contract" or "Agreement") is made on this \_\_\_\_ day of June, 2018, between the Charter Township of Plymouth, whose address is 9955 N. Haggerty Road, Plymouth, MI 48170, (the "Seller"), and PHOENIX MANAGMENT HOLDINGS LLC IV a Michigan limited liability company, whose address is 10741 Fellows Hill Drive Plymouth Twp MI 48170 (the "Buyer"), (the Seller and Buyer are sometimes collectively referred to herein as the "Parties" or singularly as a "Party") on the following terms and conditions:

1. Description of the Land. The Seller will sell and convey to the Buyer certain real property located in the City of Centerline, County of Wayne, State of Michigan, more fully described as:

Commonly known as 46555 Port street Plymouth Twp MI;

(the "Premises"), together with all tenements, hereditaments, improvements, and appurtenances, subject to any applicable building and use restrictions and easements of record affecting the Premises.

2. Terms of Payment. The full consideration for the sale of the Premises to the Buyer is (the "Purchase Price"), of which shall be paid to the Seller simultaneously with the execution of this Land Contract, and the balance of is to be paid to Seller as follows: (i) monthly payments of Three Thousand (\$3,000) Dollars at a rate of interest of six percent (6%) per annum, and (ii) on the 2nd anniversary of the Closing all accrued interest and principal shall become due and payable. The entire purchase price must be fully paid within two (2) years from the date of this Land Contract, anything in this Land Contract to the contrary notwithstanding. The Seller will promptly provide the Buyer with receipts for all monthly installment payments of principal and interest or prepayments thereof under this Land Contract, which such receipts shall include the then current unpaid principal balance. All monthly installment payments shall be made to Seller at or any other place designated in writing by Seller.

- 3. The Seller's Duty to Convey. The Seller will execute a good and sufficient warranty deed conveying title to the Premises. The Parties agree that the warranty deed will be executed simultaneous to the execution of this Land Contract and will be held in escrow Tri County Title 800 S Sheldon Plymouth MI (the "Title Company"), pursuant to the Title Company's usual escrow agreement for warranty deeds executed in connection with a land contract, and shall be delivered to Buyer, or its assigns, upon the payment in full of all sums owing under this Land Contract. Seller is exempt from any all transfer tax.. Buyer shall pay for the cost of recording such warranty deed and for all tax certification fees incidental thereto.
- 4. Title Insurance. The Seller will deliver to the Buyer, as evidence of title, a commitment for title insurance leading to a policy of title insurance (the "Title Commitment") insuring title to the Premises in the Buyer, issued by the Title Company, without standard exceptions, the effective date of which will be approximately the date of this Land Contract. The Seller shall pay and will promptly cause to be delivered to the Buyer an owner's title policy issued pursuant to the Title Commitment in the full amount of the Purchase Price and dated on or after the date of this Land Contract insuring the Buyer's interest in the Premises. Seller shall also pay the costs of recording the Memorandum of Land Contract.
- 5. The Buyer's Duty to Purchase. The Buyer will purchase the Premises and pay the Seller the Purchase Price, with interest as provided in Section 2
- 6. Maintenance of the Premises and Waste. The Buyer will keep and maintain the Premises in as good a condition as they are at the date of this Land Contract, reasonable wear and tear excepted, and will not commit waste or otherwise diminish the value of the Seller's security without the Seller's written consent. The Seller will, at the Buyer's sole cost, risk, and expense, cooperate with the Buyer and, on the request of the Buyer, join (as the owner of the Premises or otherwise) in whatever reasonable requests, applications, or proposals the Buyer wants to make for necessary governmental or other approvals in connection with any improvements the Buyer wants to make on the Premises. Buyer shall reimburse Seller any material costs expended by Seller in compliance with any such requests.
- 7. Taxes and Insurance. The Buyer will pay all property taxes and special assessments levied on the Premises after the date of this Land Contract before any penalty for nonpayment and shall provide Seller with a copy of the paid tax invoices as they are paid by Buyer. The Buyer will also at all times keep the Premises insured in a manner and to an amount reasonable under the circumstances acceptable to Seller and, on request, will deliver copies of the policies as issued (or certificates) to the Seller with proof that the premiums are fully paid. Buyer shall add Seller as an additional insured party on the

policy and endorsements of insurance, and the policy shall call for Seller to be notified in the event of any discontinuance of coverage or cancellation for any reason. Seller shall file a Property Transfer Affidavit in accordance with Michigan law.

- 8. Nonpayment of Taxes or Insurance. If the Buyer defaults in the payment of any insurance premium or property tax or special assessment before the date on which interest and penalties accrue or in the delivery of insurance policies as provided in Section 7 above, the Seller may pay the tax, special assessments, or premiums or procure insurance and pay the premiums. Any amount so paid will be a further lien on the Premises immediately payable by the Buyer to the Seller, with interest at the rate set forth in Section 2 above.
- 9. Disposition of Insurance Proceeds. Notwithstanding anything to the contrary contained herein, all insurance proceeds shall be payable to Buyer and Seller jointly, and shall be applied as follows: first to repair and restore all improvements on the Premises to at least as good condition as they were in on the date of this Land Contract, with any excess payable to Buyer and Seller jointly.
- 10. Prepayment Penalty. Anything contained in this Land Contract to the contrary notwithstanding, the Buyer has the option, at any time, to pre-pay all or any portion of the then principal balance, plus all accrued and unpaid interest, without incurring any fee or penalty whatsoever. Any partial prepayment shall be applied by Seller first to the prepayment of any existing senior mortgage on the Premises, if any, and then to the installment or installments next falling due under this Land Contract.
- 11. Acceptance of the Property. The Buyer has examined the Premises and, subject to the Seller's warranties and representations below, is satisfied with its physical condition and agrees to accept the Premises as is. The Seller warrants and represents to the Buyer as follows:
- a. There is no pending, or to the best of the Seller's knowledge, threatened, litigation affecting all or any part of the Premises or the Seller's interest in it.
- b. To the best of the Seller's knowledge, there are no uncorrected violations of any building codes or regulations, health codes, or zoning ordinances affecting the Premises or the use or enjoyment of it.
- c. To the best of the Seller's knowledge, there are no undisclosed or latent defects affecting the Premises and its improvements other than as set forth and identified on the Seller's disclosure statement.
- d. To the best of Sellers knowledge no persons or entities have any unrecorded interests in or to the Premises (including, but not limited to, easements, profits or licenses).
- e. There are no easements (other than utility easements of record) that would affect or

interfere with the Buyer's use and enjoyment of the Premises, as determined by the Buyer.

- f. Access to the Premises is by public road.
- g. To the best Seller's knowledge the property is not located in the a 100-year flood plain.
- h. To the best of the Seller's knowledge, there are no underground storage tanks or hazardous or toxic substances on, under, or above the Premises as defined in any federal, state, or local law, regulation, rule, statute, or directive; nor is there any asbestos or urea formaldehyde foam insulation installed in or on the Premises.
- 12. Encumbrances on the Seller's Title. The Seller will keep the Premises free from all liens, mortgages, and encumbrances (other than existing encumbrances as shown by the Title Commitment) during the term of this Land Contract.
- 13. Assignment of Land Contract. The Seller may assign this Land Contract after obtaining the Buyer's written consent, which shall not be unreasonably withheld. Buyer or its successor and assigns may assign this Land Contract at any time with Seller consent provided, however, simultaneously in connection with such assignment or conveyance, Buyer or its successors and assigns shall provide Seller with a duplicate of an executed, witnessed, and acknowledged assignment or conveyance, together with the address of the assignee or grantee. The Buyer's liability under this Land Contract will not be released or affected in any way by the delivery of such an assignment or a conveyance or by the Seller's endorsement of receipt or acceptance of such an assignment or a conveyance.
- 14. Mortgage of Buyer's Land Contract Interest. Anything in this Land Contract to the contrary notwithstanding, Buyer shall be permitted to grant a security interest in and to Buyer's interest under this Land Contract, pursuant to the provisions of MCL Sections 565.356 through 565.361. Moreover the Land Contract shall be recorded which shall have have priority over any mortgage.
- 15. Possession. The Buyer will have the right to possession of the Premises from and after the date of this Land Contract. The Buyer will be entitled to retain possession only as long as the Buyer does not default on the terms and conditions of this Land Contract. Buyer will be deemed to be in actual possession of the Premises, prohibiting the Seller from any self-help remedy. The Buyer's possessory right will cease and terminate after a judgment of forfeiture or foreclosure of this Land Contract under Michigan law.
- 16. Notice and Cure. Buyer shall not be in default under this Land Contract and Seller shall not be entitled to any of the foreclosure or forfeiture remedies set forth herein unless and until any of the following has occurred: (a) Buyer shall have failed to pay (i) any monthly installment payment of principal or interest, (ii) real estate taxes or special assessments, (iii) insurance premiums, or (iv) any other payments required under this Land Contract, and such failure to make payments described in items (i) through (iv), above, remains uncured for ten (10) business days following written notice by Seller to

- Buyer, or (b) Buyer has failed to perform any other covenant, condition or obligation under the terms of this Land Contract, which failure remains uncured for a period of thirty (30) days following written notice by Seller to Buyer, unless the failure is of such a nature that it cannot be cured within such thirty (30) day period, in which event Buyer shall have such additional reasonable time as may be necessary to cure such failure provided Buyer commences the cure within such thirty (30) day period and thereafter diligently pursues such cure.
- 17. Right to Forfeit. If the Buyer fails to meet the terms and conditions of this Land Contract, the Seller, immediately after a default, may declare this Land Contract forfeited and void; retain whatever the Buyer has paid under this Land Contract and all improvements that may have been made on the Premises, together with additions and accretions; and regain possession of the Premises by a judgment after summary proceedings in accordance with Michigan law. If the Seller relies on a notice of forfeiture to terminate rights under this Land Contract, the notice must specify all unpaid moneys and other breaches of this Land Contract and declare the forfeiture of this Land Contract effective thirty (30) days after service unless the money is paid and all other breaches are cured within that time.
- 18. Right to Accelerate. If (i) the Buyer fails to meet the terms and conditions of this Land Contract, (ii) the default continues for forty-five (45) days or more, and (iii) the Seller wants to foreclose this Land Contract in accordance with Michigan law, then Seller may accelerate and declare immediately due the entire unpaid balance due under this Land Contract
- 19. This Agreement will be construed in accordance with and governed by the laws of the State of Michigan.
- 20. Successors. This Agreement will bind and inure to the benefit of the Buyer and the Seller and their respective heirs, personal representatives, successors, and assigns.
- 21. Notices. All notices required to be made under this Land Contract will be deemed completed and legally sufficient if mailed by certified mail, return receipt requested, or if delivered personally or by courier service, for the Buyer, to and Phoenix Managment Holdings IV on behalf of an entity to be formed, whose address is 10741 Fellows Hill Dr Plymouth Twp MI 48170, and to the Seller at Supervisor, Charter Township of Plymouth, 9955 N. Haggerty Rd, Plymouth, MI 48170
- 22. Memorandum. This Land Contract shall be recorded.
- 23. Interpretation of the Contract. The pronouns and relative words used in this Land Contract are written in the singular. If, however, more than one person joins in the execution of the Land Contract as the Seller or the Buyer, or either party is a legal entity, such words are to be read as if written in the plural or neuter, respectively. The covenants in this Land Contract will bind the heirs, devisees, legatees, successors and assigns of the

respective Parties.

- 24. Signatures. The Parties have signed and delivered this Land Contract in duplicate on the date first written above.
- 25. Amendments. This Agreement may be amended or modified only by a document in writing signed by each Party.

[Signatures and notarizations appear on following pages]

IN WITNESS WHEREOF, this Land Contract has been executed as of the date first written above.

SELLER:		
Dated: June 2018		
STATE OF MICHIGAN		
))ss: COUNTY OF)		
<del></del>		
This instrument was acknowledged before me on this day of	· · · · · · · · · · · · · · · · · · ·	, 2018, by
	Print	Name:
, Notary Public Acting in County, Michigan My Commission Expires:		
Dated: May, 2018		
STATE OF MICHIGAN		
))ss: COUNTY OF)		
This instrument was acknowledged before me on this day of		, 2018, by
	Print	Name:
, Notary Public Acting in		

County, Michigan My Commission Expires:	_
Dated: June, 2018	
STATE OF MICHIGAN	
))ss: COUNTY OF)	
BUYER:, By: Leo D Gonzalez and N behalf of an entity to be formed	Nazir Jawich on
Dated:, 2018	
STATE OF MICHIGAN ss: COUNTY OF)	
By:	
Its:	
This instrument was acknowledged before me on this day of	, 2018, by
Print, Notary Public Acting in	Name:
County, Michigan My Commission Expires:	

Exhibit future easement CONILONO 30,000 S.F. الالانتانانان BALCHING AMB CHEST !

#### ORIGINAL SITE PLAN

A portion of the original site plan of the subject parcel from Plymouth Township is included as Figure 5. The site plan shows the limit of the wetlands as flagged by others associated with the existing stream that runs through the property.

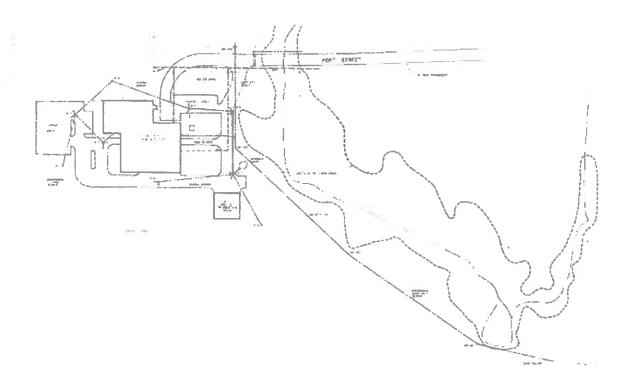


Figure 5: A portion of the original site plan of the subject parcel from Plymouth Township.

### CONCLUSION

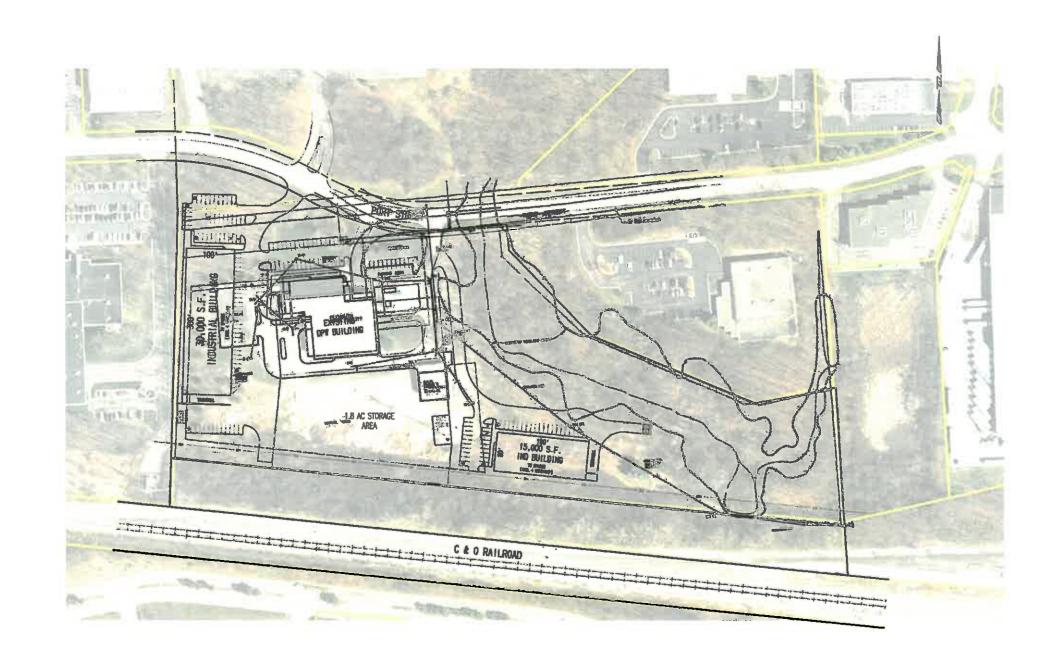
Based on the above information, Nagy Devlin Land Design has concluded that a riverine wetland ecosystem occurs on the subject parcel. The wetland on the subject parcel would be regulated based on its association with a watercourse.

If you have any questions regarding the information in this report, please do not hesitate to call me at the telephone number listed above.

Sincerely,

J. Brian Devlin

J. Brian Devlin, R.L.A.



## CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES SPECIAL MEETING DECEMBER 17, 2018

# SUPERVISOR AND TRUSTEE COMMENTS

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES SPECIAL MEETING DECEMBER 17, 2018

# ITEM H PUBLIC COMMENTS AND QUESTIONS

## CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES SPECIAL MEETING DECEMBER 17, 2018

### ITEM I

**CLOSED SESSION** 

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES SPECIAL MEETING DECEMBER 17, 2018

# ITEM J RETURN TO OPEN SESSION

# CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES SPECIAL MEETING DECEMBER 17, 2018

## ITEM K ADJOURNMENT