

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

CALL TO ORDER

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019

ITEM A
ROLL CALL

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**ITEM B
PLEDGE OF ALLEGIANCE**

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**ITEM C
APPROVAL OF AGENDA
JANUARY 22, 2019**

CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING

Tuesday, January 22, 2019
7:00 PM



CALL TO ORDER at _____ P.M.

A. ROLL CALL: Kurt Heise_____, Mark Clinton_____, Chuck Curmi _____,
Bob Doroshewitz ____, Jerry Vorva ____, Jack Dempsey_____,
Gary Heitman _____

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA

Tuesday, January 22, 2019

D. APPROVAL OF CONSENT AGENDA

D.1 Approval of Minutes:

Regular Meeting – Tuesday, January 8, 2019

Special Meeting/Study Session – January 15, 2019

D.2 Acceptance of Communications, Resolutions, Reports:

Building Department Monthly Report – December, 2018

Fire Department Monthly Report – December, 2018

Police Department Monthly Report – December, 2018

FOIA Activity – Clerk's Office – December, 2018

FOIA Activity – Police Department – December, 2018

Thank you to Chief Phillips – American Red Cross Blood Drive

D.3 Approval of Township Bills:

FUND	ACCT	ALREADY PAID	TO BE PAID	TOTAL:
General Fund	101	\$311,629.02	\$118,549.78	\$430,178.80
Solid Waste Fund	226	2,604.88	141,803.73	144,408.61
Improvement Revolving (Capital)	246	.00	.00	.00
Drug Forfeiture Fund	265	.00	.00	.00
Drug Forfeiture State	266	.00	.00	.00

CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING

Tuesday, January 22, 2019
7:00 PM



Drug Forfeiture IRS	267	.00	2,260.21	2,260.21
Golf Course Fund	510	91.09	110.25	201.34
Senior Transportation	588	3,336.58	2,571.44	5,908.02
Water/Sewer Fund	592	40,477.21	21,117.60	61,594.81
Trust and Agency	701	1,470.00	.00	1,470.00
Police Bond Fund	702	1,320.00	.00	1,320.00
Tax Pool	703	9,447.04	.00	9,447.04
Special Assessment Capital	805	38.01	.00	38.01
TOTALS:		\$370,413.83	\$286,413.01	\$656,826.84

E. PUBLIC COMMENTS AND QUESTIONS (Limited to 3 minutes)

F. NEW BUSINESS

1. Bond Application for Independence Village - Public Hearing, *Clerk Vorva and Supervisor Heise*
2. Independence Village, Bond Application, Board Consideration, **Resolution #2019-01-22-05**, *Supervisor Heise*
3. Contract with AVM Ventures for Management of Hilltop Golf Course, **Resolution #2019-01-22-06**, *Supervisor Heise and Attorney Bennett*
4. Text Amendment to Zoning Ordinance No. 99, Article XXII: Single Family Cluster Housing, **Resolution #2019-01-22-07**, *Planning Director Laura Haw*
5. Contract for "Cityworks" Data Management System, **Resolution #2019-01-22-08**, *Director of Public Services Patrick Fellrath*

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

Tuesday, January 22, 2019
7:00 PM



6. Allocation of Wayne County Special Assessment District Funding for 2019, **Resolution #2019-01-22-09**, *Supervisor Kurt Heise*
 7. **Prohibition of Marihuana Establishments Ordinance #1016**, Amendment #21, Second Reading, **Resolution #2019-01-22-10**, *Attorney Bennett*
 8. **Criminal Code Supplementation Ordinance #1016**, Amendment #22, **Amendments to Criminal Code**, Second Reading, **Resolution #2019-01-22-11**, *Attorney Bennett*
- G. SUPERVISOR AND TRUSTEE COMMENTS**
- H. PUBLIC COMMENTS AND QUESTIONS (Limited to 3 Minutes)**
- I. ADJOURNMENT**

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

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

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**CONSENT
AGENDA**

**ITEM D.1
APPROVAL OF MINUTES
REGULAR MEETING – JANUARY 8, 2019**

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JANUARY 08, 2019**

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: Patrick Fellrath, PE, Dir. Of Public Services
Dan Phillips, Fire Chief
Thomas Tiderington, Police Chief
Kevin Bennett, Township Attorney
Sue Brams, Executive Assistant to the Supervisor
Alice Geletzke, Recording Secretary
11 Members of the Public

B. PLEDGE OF ALLEGIANCE – Police Chief Thomas Tiderington

C. APPROVAL OF AGENDA
Tuesday, January 8, 2019

Moved by Clerk Vorva and seconded by Treasurer Clinton to approve the agenda for the Board of Trustees regular meeting of January 8, 2019. Ayes all.

D. APPROVAL OF CONSENT AGENDA

D.1 **Approval of Minutes:**
Regular Meeting – Tuesday, December 17, 2018

D.2 **Acceptance of Communications, Resolutions, Reports:**
N/A

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

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JANUARY 08, 2019**

PROPOSED MINUTES

FUND	ACCT	ALREADY PAID	TO BE PAID	TOTAL:
General Fund	101	\$1,116,438.91	\$114,001.32	\$1,230,440.23
Solid Waste Fund	226	6,619.33	16.04	6,635.37
Improvement Revolving (Capital)	246	.00	.00	.00
Drug Forfeiture Fund	265	.00	.00	.00
Drug Forfeiture State	266	.00	.00	.00
Drug Forfeiture IRS	267	.00	.00	.00
Golf Course Fund	510	37,951.38	2,746.84	40,698.22
Senior Transportation	588	8,379.70	25.60	8,405.30
Water/Sewer Fund	592	285,368.07	549,732.80	935,100.87
Trust and Agency	701	51,937.95	.00	51,937.95
Police Bond Fund	702	1,260.00	.00	1,260.00
Tax Pool	703	16,765.40	.00	16,765.40
Special Assessment Capital	805	38.01	16,732.50	16,770.51
TOTALS:		\$1,524,758.75	\$683,255.10	\$2,208,013.85

Moved by Clerk Vorva and seconded by Trustee Heitman to approve the consent agenda for the Board of Trustees regular meeting of January 8, 2019. Ayes all.

E. PUBLIC COMMENTS AND QUESTIONS (Limited to 3 minutes)

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JANUARY 08, 2019**

PROPOSED MINUTES

Duane Zantop encouraged the Board to vote in favor of the Marijuana "Opt-Out" Ordinance on tonight's agenda and cited his reasons.

A resident of Tavistock Drive expressed his concerns regarding speed control on Tavistock Drive, referring to a recent accident. Supervisor Heise noted the decades-long attempts to work with Wayne County in obtaining traffic calming devices in that area. He indicated the signs on every corner placed by the Township and the police patrols in the area, and he suggested reaching out to the new County Commissioner.

F. NEW BUSINESS

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

1. Rolling Oaks Special Assessment District (SAD) Engineering Services, **Resolution #2019-01-08-01**, DPW Director Patrick Fellrath

Dir. Of Public Services Fellrath and George Tsakoff, PE, of OHM Advisors answered questions from the Board regarding obtaining preliminary engineering for a proposed Special Assessment District for road improvements in Rolling Oaks Subdivision. Petitions have been validated, with 60.5% petitioning based on total frontage and 62.3% based on total number of units.

Moved by Clerk Vorva and seconded by Trustee Heitman to approve **Resolution #2019-01-08-01**, authorizing the engineering firm OHM Advisors to prepare plans showing the improvement, location and estimate of cost for the proposed Rolling Oaks Road Rehabilitation S.A.D. project as submitted and described on the received petitions for a cost not to exceed Seven Thousand dollars (\$7,000.00). Ayes all on a roll call vote.

2. 2019 Meeting Schedule for the Charter Township of Plymouth Board of Trustees, **Resolution #2019-01-08-02**, Clerk Jerry Vorva

Board members considered their meeting schedule for the year, with dates as follows:

January 8 & 22	February 12 & 26	March 12 & 26	April 9 & 23
May 14 & 28	June 11 & 25	July 9 & 23	August 13 & 27
Sept. 10 & 24	October 8 & 22	Nov. 12 & 26	Dec. 10

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JANUARY 08, 2019**

PROPOSED MINUTES

Moved by Clerk Vorva and seconded by Treasurer Clinton to approve **Resolution #2019-01-08-02** authorizing the formal scheduling and publication of the Charter Township of Plymouth Board of Trustees meeting schedule for Calendar Year 2019. Ayes all.

3. Marihuana Opt-Out Ordinance #1016, Amendment #21, First Reading, **Resolution #2019-01-08-03**, *Attorney Kevin Bennett and Police Chief Tom Tiderington*

Attorney Bennett gave an overview of the ordinance, as well as what the Board's options are. Section 6 of the Michigan Regulation and Taxation of Marihuana Act permits a municipality to completely prohibit or limit the number of marihuana establishments within its boundaries. This is different than the Medical Marihuana Act. Under the recreational marihuana act, if a municipality does not adopt an ordinance of prohibition or limitation, it has no control over the number of establishments that may be licensed within their boundaries. Marijuana is still a controlled substance under Federal law and is illegal.

Moved by Clerk Vorva and seconded by Trustee Heitman to adopt **Resolution #2019-01-08-03**, authorizing the first reading of the Charter Township of Plymouth Prohibition of Marihuana Establishments Ordinance #1016, Amendment #21. Ayes all on a roll call vote.

4. Criminal Code Revisions, Ordinance #1016, Amendment #22, First Reading, **Resolution #2019-01-08-04**, *Attorney Kevin Bennett and Police Chief Tom Tiderington*

The Board discussed at length the proposed Criminal Code Supplementation Ordinance with Attorney Bennett and Police Chief Tiderington. Attorney Bennett noted the title of the ordinance should be changed on the first page to "Criminal Code Supplementation Ordinance". The ordinance would cover controlled substances and paraphernalia, open house parties, use of chemical agents for intoxication, misrepresenting age to obtain liquor, possession or use of tobacco and vapor products or alternative nicotine products by minors, breach of peace, animal cruelty and public intoxication. It would also update the Criminal Code to comply with the Michigan Regulation and Taxation of Marihuana Act. Adoption of the ordinance would allow cases to be tried locally through the 35th District Court, rather than having to go through Wayne County Prosecutor.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JANUARY 08, 2019**

PROPOSED MINUTES

Moved by Trustee Curmi and seconded by Clerk Vorva to postpone action on **Resolution #2019-01-08-04**, first reading of the Criminal Code Supplementation Ordinance, Amendment #22.

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

Motion defeated.

Moved by Trustee Heitman and seconded by Treasurer Clinton to approve **Resolution #2019-01-08-04**, authorizing the first reading of the Criminal Code Supplementation Ordinance, Amendment #22.

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

Motion carried.

G. SUPERVISOR AND TRUSTEE COMMENTS

Supervisor Heise reminded the Board of the study session to be held next week, January 15, with the next regular meeting on January 22.

Trustee Heitman expressed his pleasure at seeing the roll calls done randomly.

Clerk Vorva informed the Board of the upcoming "goodbye" party for the Courthouse Grill closing, remembering the past restaurants at that site. Also, an election meeting will be held on January 16.

Trustee Dempsey asked for confirmation that the settlement from the City of Plymouth was taken care of properly. Treasurer Clinton confirmed that the funds were transferred into the pension fund for the Fire Department. He also had questions about the PARC meeting to be held regarding their future plans.

Trustee Curmi had questions about whether PARA had any bills to be paid and he also had questions about standards for 5G and band width.

H. PUBLIC COMMENTS AND QUESTIONS (Limited to 3 Minutes)

H. ADJOURNMENT

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JANUARY 08, 2019**

PROPOSED MINUTES

Moved by Trustee Heitman and seconded by Clerk Vorva to adjourn the meeting at 8:34 p.m. Ayes all.

Jerry Vorva, Township Clerk

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**CONSENT
AGENDA**

**ITEM D.1
APPROVAL OF MINUTES
SPECIAL MEETING – JANUARY 15, 2019**

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
STUDY SESSION
TUESDAY, JANUARY 15, 2019**

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: Patrick Fellrath, PE, Dir. Of Public Services
Dan Phillips, Fire Chief
Thomas Tiderington, Police Chief
Cindy Kushner, Finance Director
Kevin Bennett, Township Attorney
David Richmond, Spalding DeDecker Associates
Sue Brams, Executive Assistant to the Supervisor
Alice Geletzke, Recording Secretary
13 Members of the Public

B. APPROVAL OF AGENDA

Tuesday, January 15, 2019

Moved by Trustee Heitman and seconded by Clerk Vorva to approve the agenda for the Board of Trustees study session of Tuesday, January 15, 2019. Ayes all.

C. PUBLIC COMMENTS AND QUESTIONS (Limited to 3 minutes) – There were none.

D. NEW BUSINESS

1. Update on Golf Course Management Contract, *Supervisor Kurt Heise*

Board members discussed various aspects of the proposed contract with AMV for the operation of Hilltop Golf Course with Township Attorney Bennett and Attorney for AMV, Tony Moscone. Some of the areas covered were the length of the contract at five years, automatic renewal, the nine-hole option, Groupon liability, indemnification of the Township, operational costs and capital improvements, tree trimming, and pricing.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
STUDY SESSION
TUESDAY, JANUARY 15, 2019**

PROPOSED MINUTES

Supervisor Heise indicated that the basics of the contract should be available for the next Board meeting on January 22, though exhibits might not be totally finalized.

Resident Andy Malm had questions regarding golf course operation.

2. Discussion of Township Goals for 2019

Board members discussed the list of township goals presented in the categories of Public Safety, Infrastructure, Fiscal Integrity, Quality of Life and Economic Development. Board members made suggestions for additional goals such as upgrading the phone system, designing and implementing a recruitment and retention program for public safety employees, using the Building Department for an assessment of building conditions, water billing cycle and other changes.

E. SUPERVISOR AND TRUSTEE COMMENTS

Supervisor Heise noted the regular Board meeting next Tuesday, January 22.

F. PUBLIC COMMENTS AND QUESTIONS (Limited to 3 minutes.)

Resident Mary Ann Maclaren had questions regarding any results of a workshop regarding PCCA senior activities, informing homeowners' associations, and expressed support for textile recycling.

G. ADJOURNMENT

Moved by Trustee Heitman and seconded by Clerk Vorva to adjourn the meeting at 9:40 p.m. Ayes all.

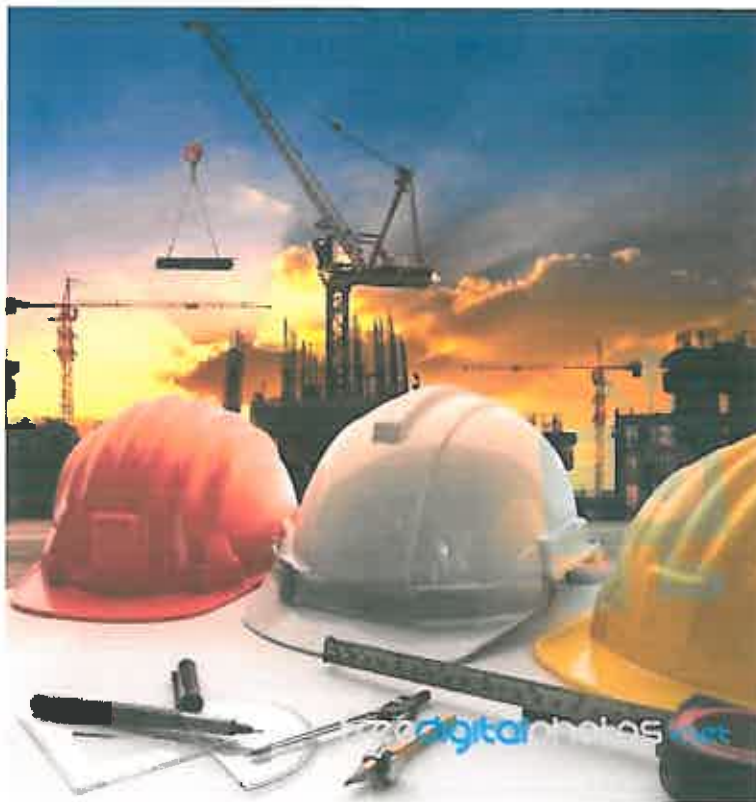
Jerry Vorva, Township Clerk

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**CONSENT
AGENDA**

**ITEM D.2
ACCEPTANCE OF COMMUNICATIONS,
RESOLUTIONS, REPORTS
BUILDING DEPARTMENT MONTHLY
REPORT
DECEMBER, 2018**

CHARTER TOWNSHIP OF PLYMOUTH
DEPARTMENT OF BUILDING & CODE ENFORCEMENT



MONTHLY REPORT

**December
2018**

New Commerical Building for 2018

Company Name	Property Address	Type of Work	Construction Value	Status	Month
Monroe Bank & Trust	41656 Ann Arbor RD	Bank	2,500,000	issued	November
Total Construction Value			2,500,000		

New Commercial Additions/Alterations for 2018

Company Name	Property Address	Type of Work	Construction Value	Status	Month
Rivian	13250 Haggerty RD	Tenant finish	1,500,000	Issued	January
Beets Analytists	45211 Helm	Tenant finish	157,959	Issued	January
Sanctum Sanctorm	15071 Northville RD	Tenant finish	1,500	Issued	January
Distributor Operations	40985 Concept	Interior Remodel	29,240	Issued	January
Shiloh Industries	47632 Halyard	Interior Remodel	22,872	Issued	February
Broasted Brothers	15171 Sheldon	Tenant finish	65,000	Issued	February
Trumpf	47711 Clipper	Remodel	314,000	Issued	February
Mile City Church	41100 Plymouth, B2 #103	Tenant finish	25,000	Issued	February
Northridge	49555 N Territorial	Interior Remodel	80,000	Issued	March
Troy Design	14425 Sheldon	Concrete base	30,000	Issued	March
Verita Telecommunications	47071 Five Mile	Tenant finish	290,000	Issued	March
Auto Park LLC	45749 Helm	Repave parking lot	25,000	Issued	March
Essco Development	1498 Sheldon	Interior demo	2,500	Issued	March
Remedi SeniorCare	14700 Helm	Tenant finish	1,100,000	Issued	March
Cygnat Automated Cleaning	9120 General	Tenant finish	93,278	Issued	April
Materialise	44650 Helm CT	Interior Remodel	135,000	Issued	April
CNC Global	15150 Cleat ST	Addition	950,000	Issued	April
Ziptanz	1496 Sheldon	Tenant finish	10,500	Issued	April
Plymouth 848 LLC	41100 Plymouth, B2 #115	Interior Remodel	75,000	Issued	April
Zech Engineering	41100 Plymouth B2, #116	Tenant finish	25,000	Issued	April
Mobile Gas Station	14888 Northville RD	Awnings	4,275	Issued	April
1-800 Self Storage	42360 Ann Arbor Rd	3rd floor finish	99,000	Issued	May
Sound Hearing V	9450 S Main	Tenant finish	20,631	Issued	May
Northridge	49555 N Territorial	Exterior remodel	7,500,000	Issued	May

Company Name	Property Address	Type of Work	Construction Value	Status	Month
Halyard Project LLC	47911 Halyard	Lobby remodel	76,420	Issued	May
A2 Energy Services	41100 Plymouth B2, doors	Interior remodel	25,000	Issued	May
Adient	49200 Halyard	Interior Remodel	5,000,000	Issued	June
First Step	44567 Pinetree	9 entry doors	8,175	Issued	June
Metro Consulting	45345 Five Mile	Interior Remodel	100,000	Issued	June
Jogue	14731 Helm	Exterior remodel	250,000	Issued	June
Hillcrest Apartments	1235 Riseman	12 boiler room doors	14,700	Issued	June
Interstate Batteries	40985 Concept	Interior Remodel	100,000	Issued	June
Shimmy Shack	1440 Sheldon	Tenant finish	65,000	Issued	June
Plymouth Urgent Care Walk In	1498 Sheldon	Tenant finish	25,000	Issued	June
Consolidated PR	46085 Five Mile	Interior Remodel	15,800	Issued	June
Seuris Group LLC	47911 Halyard #120	Tenant finish	26,000	Issued	July
Optimal CAE	47802 Anchor CT	Generator	1,980	Issued	July
Plymouth Village Senior Care	14707 Northville RD	Dumpster	12,000	Issued	July
Kellar Williams	42185 Ann Arbor RD	Tenant finish	3,100	Issued	August
St Kenneth Church	14951 Haggerty RD	Addition	3,575,000	Issued	August
Busch's	15185 Sheldon RD	Remodel	3,500	Issued	August
Sanovo Technology	15180 Keel ST	Remodel	10,000	Issued	August
Cygnnet Automated Cleaning	9120 General	Parking Lot	75,535	Issued	September
Jersey Mike's	1500 Sheldon	Tenant finish	125,000	Issued	September
Brembo Brakes	47765 Halyard	Dyno Cell	175,000	Issued	October
Dales & Graphics	41100 Plymouth B2 118	Interior Remodel	10,000	Issued	October
Hock DDS	44560 Ann Arbor RD	Interior demo	54,000	Issued	October
Thompson Foundation	47079 Five Mile	Tenant finish	30,000	Issued	October
Edge Training Center	45677 Helm	Tenant finish	17,800	Issued	November
Our Lady of Good Consel	47650 N Territorial	Bathroom remodel	40,000	Issued	November
Perceptron Inc	47827 Halyard	Dumpster	23,852	Issued	November
Hilton Garden	14600 Sheldon	Remodel lobby	250,000	Issued	November
Mile City Church	41100 Plymouth RD B2 203	Day Care Mezzanine	350,000	Issued	December
Our Lady of Good Consel	47650 N Territorial	Sanctuary remodel	300,000	Issued	December
Freudenberg	47690 Anchor CT	Interior remodel	225,000	Issued	December
ISN LLC	45255 Five Mile	Tenant finish	35,000	Issued	December
Total Construction Value			23,578,617		
Grand Total Construction Value			<u>26,078,617</u>		

[illegible]

Residential Housing 2018

Single Family Detached

	Total # Buildings	Total # Dwelling	Total Value Construction	Total Square Feet
January	1	1	311,076	2,566
February	2	2	574,985	5,266
March	2	2	686,407	3,335
April	1	1	537,472	4,702
May	1	1	331,175	2,400
June	2	2	700,000	6,501
July	1	1	259,196	1,900
August	3	3	1,283,026	9,757
September	0	0		
October	2	2	884,324	7,477
November	1	1	371,534	2,805
December	2	2	551,832	4,200
Totals	18	18	\$6,491,027	50,909

Single Family Attached (Townhouses/ Row Houses)

	Total # Buildings	Total # Dwelling	Total Value Construction	Total Square Feet
January	0			
February	0			
March	0			
April	0			
May	0			
June	0			
July	0			
August	0			
September	0			
October	3	9	2,767,625	21,600
November	0			
December	0			
Totals	3	9	\$ 2,767,625	21,600

Two-Family Buildings (Duplex)

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

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

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

	Total # Buildings	Total # Dwelling	Value Construction	Square Feet
Totals all categories	21	27	\$ 9,258,652	72,509



Revenue Breakdown Report

24
Page: 1 of 22

01/02/2019

Filter: All Records, Transaction.DateToPostOn in <Previous month> [12/01/18 - 12/31/18] AND

Transaction.TransactionNumber Not = 67,079 AND

Transaction.TransactionNumber Not = 67,078

Unit Totals

Unit Name	Records	Revenue
	147	69,273.70
TOTAL	147	69,273.70

Record Type Totals

Unit:	Records	Revenue
Permit	147	69,273.70
UNIT TOTAL:	147	69,273.70

Record Type Breakdowns

Unit:	Records	Revenue
Record Type: Permit		
Building	51	34,952.00
Electrical	23	3,859.00
Mechanical	54	10,198.00
Plumbing	16	3,257.00
Sewer & Water	3	17,007.70
TOTAL:	147	69,273.70

52.266

Certificate of Occupancy List

01/25/2019

1/1

CofO Number	Status	Issued To	Address	CofO and Permit Dates	
OF18-0068	ISSUED (FINAL)	Jersey Mike's Dine In & Carry O	1500 SHELDON RD	<u>CO Date Apply:</u> 12/12/2018	<u>CO Date Finaled:</u> 12/12/2018
<u>Permit Number</u>	<u>Applicant Name</u>		<u>Contractor</u>		
PB18-0941	MJT CONTRACTING		MJT CONTRACTING	<u>Permit Date Apply:</u> 10/01/2018	<u>Permit Date Issued:</u> 0/02/2018

All Records

Co.DateFinaled Between 12/1/2018 12:00:00 AM AND

12/31/2018 11:59:59 PM AND

Co.Status = ISSUED (FINAL)

Number of CofO's: 1

Certificates of Occupancy and Re-Occupancy
Plymouth Township
December 2018*
WTUA

Address	Business Name	Business	Type of work	Business Forms Given Out		
				Yes	No	
1500 Sheldon RD	Jersey Mike's Sub Shop	Tenant Finish	Sandwich shop			X

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**CONSENT
AGENDA**

**ITEM D.2
ACCEPTANCE OF COMMUNICATIONS,
RESOLUTIONS, REPORTS
**FIRE DEPARTMENT MONTHLY REPORT
DECEMBER, 2018****



Plymouth Township Fire Department

Monthly Report

December 2018

Response Information:

The Plymouth Township Fire Department responded to **222** emergencies this month.

There was an average of **7.16** runs per day this month.

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

Mutual Aid:

Plymouth Township Fire Department is a member of the Western Wayne County Mutual Aid Association and we provided mutual aid **18** times this month and received mutual aid **1** time.

EMS Information:

There were **116** patients transported this month.

HVA transported **80** patients to the hospital.

Plymouth Township Fire transported **36** patients to the hospital.

The remainder of **37** patients were not transported for various reasons.

Plymouth transports billed out **\$53,244.11** this month, received **\$22,629.00** and have **\$17,995.50** in outstanding bills.

Fire Loss:

There were **2** fires this month that accounted for **\$0** worth of damage to possessions and property. We prevented the destruction of **\$475,000.00** in property.

Fire Prevention:

Plymouth Township Fire Department provided **3** comprehensive fire inspections to businesses within Plymouth Township.

Fire Safety public education classes in CPR, Fire Extinguisher and Fire Safety are provided throughout the year.

This month, the department conducted **2** fire safety talks to a total of **50** participants.

Reports Included:**CLEMIS Reports***Incidents Section*

- Incident Summary by Incident type
 - Incident Type
 - Type count
 - Property Loss
 - Property Value
- Mutual Aid by Department
 - Mutual aid Received
 - Mutual Aid Given

Local Section

- Fire Department Response Times
 - Turnout Time
 - Response Time

Health EMS*Agency Productivity*

- Agency Activity Summary
 - Patients Transported by HVA
 - Patients Transported by PCFD

Inspection Report

Total count for Public Education – Review Fire Modules Calendar

Municipal Response Times Report

For Dates Beginning 12/1/18 Ending 12/31/18

Incident Types selected for analysis: All

For All Priority Types



Time in Minutes	Alarm to Dispatch	Percent Total	Cumulative Responses	Percent	Dispatch to Enroute	Percent Total	Cumulative Responses	Percent	Enroute to Arrival	Percent Total	Cumulative Responses	Percent	Alarm to Arrival	Percent Total	Cumulative Responses	Percent	Dispatch to Arrival	Percent Total	Cumulative Responses	Percent
0 - 1	123	55.41	123	55.41	64	30.19	64	30.19	11	5.29	11	5.29	2	0.93	2	0.93	3	1.40	3	1.40
1 - 2	85	38.29	208	93.69	90	42.45	154	72.64	18	8.65	29.00	13.94	3	1.40	5.00	2.34	6	2.80	9	4.21
2 - 3	8	3.60	216	97.30	44	20.75	198	93.40	34	16.35	63.00	30.29	12	5.61	17.00	7.94	15	7.01	24	11.21
3 - 4	3	1.35	219	98.65	9	4.25	207	97.64	34	16.35	97.00	46.63	12	5.61	29.00	13.55	22	10.28	46	21.50
4 - 5	3	1.35	222	100.00	3	1.42	210	99.06	40	19.23	137.00	65.87	18	8.41	47.00	21.96	41	19.16	87	40.65
5 - 6	0	0.00	222	100.00	0	0.00	210	99.06	24	11.54	161.00	77.40	39	18.22	86.00	40.19	38	17.76	125	58.41
6 - 7	0	0.00	222	100.00	2	0.94	212	100.00	17	8.17	178.00	85.58	39	18.22	125.00	58.41	30	14.02	155	72.43
7 - 8	0	0.00	222	100.00	0	0.00	212	100.00	5	2.40	183.00	87.98	25	11.68	150.00	70.09	19	8.88	174	81.31
8 - 9	0	0.00	222	100.00	0	0.00	212	100.00	5	2.40	188.00	90.38	21	9.81	171.00	79.91	8	3.74	182	85.05
9 - 10	0	0.00	222	100.00	0	0.00	212	100.00	10	4.81	198.00	95.19	12	5.61	183.00	85.51	9	4.21	191	89.25
10 +	0	0.00	222	100.00	0	0.00	212	100.00	10	4.81	208.00	100.00	31	14.49	214.00	100.00	23	10.75	214	100.00

Incident
Total

222

Average Times per Incident

Average PSAP Processing Time: 0 minute(s) 57 second(s)
(Alarm to Dispatch) Percent less than or equal to 60 Seconds 55.41
Percent less than or equal to 90 Seconds 81.53

Average Fire Department Turn Out Time: 1 minute(s) 33 second(s)
(Dispatch to Enroute)

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

Average Municipal Response Time: 7 minute(s) 4 second(s)
(Alarm to Arrive)

Percentile Response Times in Accordance with NFPA Standards

PSAP Processing Time less than 60 seconds: 55.41%
(Alarm to Dispatch)

Fire Department Turn Out Time less than 60 seconds: 30.19%
(Dispatch to Enroute)

Fire Department Travel Time less than 4 minutes: 46.63%
(Enroute to Arrive)

3/8/18

Listing of Mutual Aid Responses by Mutual Aid Department



Time Period: 12/1/18 - 12/31/18

Department: Canton Twp FD

Mutual aid given

180002768	12/6/18 12:38:02PM	3	08204	8400 N BECK
180002822	12/14/18 8:56:59AM	3	08204	41649 BEDFORD
180002824	12/14/18 11:00:18AM	3	08204	42500 CHERRY HILL
180002857	12/18/18 12:51:13PM	3	08204	43721 HANFORD
180002893	12/23/18 1:57:47PM	3	08204	43670 FORD
180002894	12/23/18 5:11:35PM	3	08204	8601 BROOKEPARK
180002913	12/27/18 12:00:18PM	3	08204	1150 S CANTON CENTER
180002922	12/28/18 12:08:20PM	3	08204	45458 PARKDALE
180002937	12/30/18 11:26:27AM	3	08204	CHERRY HILL

Subtotal Mutual aid given 9

Subtotal Canton Twp FD 9

Department: City of Northville FD

Automatic aid received

180002886	12/22/18 11:25:07AM	2	08232	14707 NORTHVILLE RD
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Subtotal Automatic aid received 1

Subtotal City of Northville FD 1

Department: Northville Twp FD

Mutual aid given

180002738	12/1/18 4:41:20PM	3	08255	16100 HAGGERTY RD
180002782	12/8/18 4:54:01PM	3	08255	16578 BROOKLANE BLVD
180002791	12/9/18 3:26:54PM	3	08255	44647 N BROADMOOR CIR
180002824	12/14/18 11:00:18AM	3	08255	42500 CHERRY HILL
180002828	12/14/18 4:59:12PM	3	08255	16100 HAGGERTY RD
180002877	12/21/18 3:18:07PM	3	08255	42150 FARRAGUT CT
180002880	12/21/18 6:46:12PM	3	08255	15870 HAGGERTY RD
180002896	12/24/18 7:59:58AM	3	08255	16027 MORNINGSIDE
180002916	12/27/18 5:39:44PM	3	08255	41600 SIX MILE RD
180002936	12/30/18 10:36:04AM	3	08255	674 ARTHUR

<i>Subtotal Mutual aid given</i>	10
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<i>Subtotal Northville Twp FD</i>	10
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Total	19
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Agency Activity Summary

Plymouth Township Fire Dept

Agency: Plymouth Township Fire Dept | Service Date: From 12/01/2018 Through 12/31/2018

Total Number of ePCRs: 153

Total Number of Incidents: 151

By Branch

01 Station 1 = 45

02 Station 2 = 38

03 Station 3 = 70

Run Disposition

	#	%		#	%
Treated/Transported	36	23.5%	Dead Prior To Arrival	1	0.7%
Treated / Transferred Care	80	52.3%	Dead After Arrival	N/A	N/A
Treated/No Transport (AMA)	33	21.6%	Treat/Transported by Private Veh.	N/A	N/A
Treated / No Transport (Per Protocol)	N/A	N/A	Assist	N/A	N/A
Transported / Refused Care	N/A	N/A	Other	3	2.0%
No Transport / Refused Care	N/A	N/A	No Patient Found	N/A	N/A
Cancelled	N/A	N/A			
Left Blank	N/A	N/A			

Run Type

	#	%		#	%
Emergency Runs	153	100.0%	Non-Emergency Runs	N/A	N/A
Stand By	N/A	N/A	Stand By	N/A	N/A
Mutual Aid	6	3.9%	Mutual Aid	N/A	N/A
Interfacility	N/A	N/A	Interfacility	N/A	N/A
Intercept	N/A	N/A	Intercept	N/A	N/A

Emergency Runs (Scheduled)

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

Emergency Type Left Blank: 0

Runs by Unit

Unit	Total Runs	Treat/Transp	Treat/Transfer	Treat/No Transp(AMA)	Treat/No Transp(PP)	Transp/Ref Care	Cancelled	Dead Prior Arr	Dead After Arr	T/T Pnv Veh	No Trans/Ref Care	Assist	Other	No Pat Found
ENG3	2	0	0	0	0	0	0	0	0	0	0	0	2	0
RES1	44	15	21	8	0	0	0	0	0	0	0	0	0	0
RES2	38	5	22	11	0	0	0	0	0	0	0	0	0	0
RES3	66	16	34	14	0	0	0	1	0	0	0	0	1	0
RES4	3	0	3	0	0	0	0	0	0	0	0	0	0	0
Total	153	36	80	33	0	0	0	1	0	0	0	0	3	0

Runs by Service Level

Dispatched Service Level	#	%	Recommended Service Level	#	%
BLS	11	7.2%	BLS	124	81.0%
ALS	142	92.8%	ALS1	25	16.3%
SCT	N/A	N/A	ALS2	4	2.6%
			SCT	N/A	N/A
			Rotary Wing	N/A	N/A
			Fixed Wing	N/A	N/A

6 of 13

Runs by Insurance Type with Service Level (Multiple insurance types may have

been marked on a run)

Type	BLS	%	ALS1	%	ALS2	%	SCT	%	Rotary Wing	%	Fixed Wing	%	Total	%
Auto Ins.	2	1.3%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2	1.3%
None	122	79.7%	25	16.3%	4	2.6%	N/A	N/A	N/A	N/A	N/A	N/A	151	98.7%

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

Description	#	%
Abdominal Pain	1	0.7%
Airway Obstruction	1	0.7%
Allergic Reaction	2	1.3%
Alt. Level Conscious	6	3.9%
Anxiety	12	7.8%
Asthma Symptoms	4	2.6%
Back Pain (No Trauma)	5	3.3%
Behavioral Disorder	2	1.3%
CVA/Stroke	2	1.3%
Cardiac Arrest	3	2.0%
Cardiac Symptoms	1	0.7%
Chest Pain	11	7.2%
Diabetic Symptoms	2	1.3%
Dizziness	6	3.9%
Dyspnea-SOB	10	6.5%
Flu Symptoms	3	2.0%
GI -Bleed	1	0.7%
Hemorrhage-(severe medical)	1	0.7%
Hyperventilation	1	0.7%
Hypothermia	1	0.7%
Medication Reaction	1	0.7%
Monitoring Required	2	1.3%
Nausea	1	0.7%
No Medical Problem	6	3.9%
OB/Gyn	1	0.7%
Poisoning	2	1.3%
Psychiatric Emerg.	3	2.0%
Seizure	1	0.7%
Syncope/Fainting	2	1.3%
Trauma Injury	25	16.3%
Unconscious	4	2.6%
Unknown Medical	3	2.0%
Vomiting	1	0.7%
Vomiting Blood	2	1.3%
Weakness	21	13.7%
Left Blank	3	2.0%
Total	153	100.0%

Runs by Dispatch (EMD) Code

<u>Description</u>	<u>#</u>	<u>%</u>
1 Abdominal Pain	3	2.0%
10 Chest Pain [non-traumatic]	12	7.8%
11 Choking	1	0.7%
12 Convulsions/Seizures	1	0.7%
13 Diabetic	2	1.3%
16 Eye Problems/Injuries	1	0.7%
17 Falls	29	19.0%
2 Allergies/Envenomations	2	1.3%
21 Hemorrhage/Lacerations	2	1.3%
23 Overdose/poisoning	6	3.9%
25 Psychiatric/Abnormal behavior/Suicide Attempt	6	3.9%
26 Sick Person	24	15.7%
28 Stroke [CVA]	2	1.3%
29 Traffic/Accidents	14	9.2%
30 Traumatic Injuries	5	3.3%
31 Unconscious/Fainting	11	7.2%
32 Unknown Problem	7	4.6%
35 Standby Police Scene	1	0.7%
38 Medical Alarm	1	0.7%
5 Back Pain	2	1.3%
6 Breathing Problems	14	9.2%
88 Not applicable	3	2.0%
9 Cardiac or Respiratory Arrest/Death	1	0.7%
99 Unknown	3	2.0%
<i>Left Blank</i>	0	0.0%
<i>Total</i>	153	100.0%

8/13

Transport From (Category)

	<u>#</u>	<u>%</u>
-Left Blank-	153	100.0%
<i>Total</i>	153	100.0%

Transport From (Facility)

	<u>#</u>	<u>%</u>
-Left Blank-	153	100.0%
<i>Total</i>	153	100.0%

Transport To (Destination Facility)

	<u>#</u>	<u>%</u>
St Mary Livonia ER	95	62.1%
-Left Blank-	36	23.5%
Providence Park ER-Nov	6	3.9%
UNIVERSITY OF MICHIGAN ER	6	3.9%
St Joe Ann Arbor ER	4	2.6%
Annapolis (Beaumont Wayne)	2	1.3%
Beaumont Farmington Hills (Botsford)	1	0.7%
No transport	1	0.7%
Beaumont Dearborn	1	0.7%
Beaumont Canton	1	0.7%
<i>Total</i>	153	100.0%

Incident Summary by Incident Type

For Dates: 12/1/18 - 12/31/18



Incident Type	Incident Count	Average Response Time	Total Loss	Total Value
No Shift Entered				
Station: ST3				
Good Intent Calls	1	00:00:00	\$ 0.00	\$ 0.00
Total for Station: ST3	1	00:00:00	\$ 0.00	\$ 0.00
<hr/>				
Total for No Shift Entered	1.00	00:00:00	\$ 0.00	\$ 0.00
Shift: A				
Station: MA				
Rescue & Emergency Medical Service Incidents	1	00:11:35	\$ 0.00	\$ 0.00
Good Intent Calls	1	00:00:00	\$ 0.00	\$ 0.00
Total for Station: MA	2	00:05:48	\$ 0.00	\$ 0.00
Station: ST1				
Rescue & Emergency Medical Service Incidents	23	00:06:50	\$ 0.00	\$ 0.00
Service Calls	1	00:06:52	\$ 0.00	\$ 0.00
Good Intent Calls	2	00:01:23	\$ 0.00	\$ 0.00
False Alarm & False Calls	1	00:06:35	\$ 0.00	\$ 0.00
Total for Station: ST1	27	00:06:25	\$ 0.00	\$ 0.00
Station: ST2				
Rescue & Emergency Medical Service Incidents	20	00:06:49	\$ 0.00	\$ 0.00
Hazardous Conditions (No fire)	2	00:08:49	\$ 0.00	\$ 0.00
Service Calls	1	00:09:55	\$ 0.00	\$ 0.00
Good Intent Calls	1	00:05:29	\$ 0.00	\$ 0.00
Total for Station: ST2	24	00:07:04	\$ 0.00	\$ 0.00
Station: ST3				
Rescue & Emergency Medical Service Incidents	31	00:07:42	\$ 0.00	\$ 0.00
Service Calls	1	00:04:12	\$ 0.00	\$ 0.00
Good Intent Calls	4	00:00:00	\$ 0.00	\$ 0.00
False Alarm & False Calls	2	00:15:18	\$ 0.00	\$ 0.00
Total for Station: ST3	38	00:07:12	\$ 0.00	\$ 0.00
<hr/>				
Total for Shift: A	91.00	00:06:54	\$ 0.00	\$ 0.00
Shift: B				
Station: ST1				
Rescue & Emergency Medical Service Incidents	19	00:05:42	\$ 0.00	\$ 0.00
Hazardous Conditions (No fire)	1	00:07:08	\$ 0.00	\$ 0.00
Service Calls	3	00:07:22	\$ 0.00	\$ 0.00
False Alarm & False Calls	1	00:04:22	\$ 0.00	\$ 0.00
Special Incident Types	1	00:00:01	\$ 0.00	\$ 0.00
Total for Station: ST1	25	00:05:41	\$ 0.00	\$ 0.00
Station: ST2				

Incident Summary by Incident Type

Incident Type	Incident Count	Average Response Time	Total Loss	Total Value
Rescue & Emergency Medical Service Incidents	14	00:07:49	\$ 0.00	\$ 0.00
Hazardous Conditions (No fire)	1	00:05:19	\$ 0.00	\$ 0.00
Service Calls	3	00:05:43	\$ 0.00	\$ 0.00
Total for Station: ST2	18	00:07:20	\$ 0.00	\$ 0.00
Station: ST3				
Rescue & Emergency Medical Service Incidents	18	00:06:54	\$ 0.00	\$ 0.00
Hazardous Conditions (No fire)	1	00:04:14	\$ 0.00	\$ 0.00
Service Calls	3	00:05:44	\$ 0.00	\$ 0.00
Good Intent Calls	2	00:01:52	\$ 0.00	\$ 0.00
False Alarm & False Calls	1	00:05:44	\$ 0.00	\$ 0.00
Total for Station: ST3	25	00:06:12	\$ 0.00	\$ 0.00
Total for Shift: B	68.00	00:06:18	\$ 0.00	\$ 0.00
Shift: C				
Station: MA				
Rescue & Emergency Medical Service Incidents	1	00:08:40	\$ 0.00	\$ 0.00
Total for Station: MA	1	00:08:40	\$ 0.00	\$ 0.00
Station: ST1				
Fires	2	00:07:25	\$ 0.00	\$ 475,000.00
Rescue & Emergency Medical Service Incidents	16	00:06:38	\$ 0.00	\$ 0.00
Hazardous Conditions (No fire)	3	00:06:48	\$ 0.00	\$ 0.00
Service Calls	1	00:07:52	\$ 0.00	\$ 0.00
False Alarm & False Calls	1	00:05:49	\$ 0.00	\$ 0.00
Total for Station: ST1	23	00:06:44	\$ 0.00	\$ 475,000.00
Station: ST2				
Rescue & Emergency Medical Service Incidents	12	00:07:20	\$ 0.00	\$ 0.00
Total for Station: ST2	12	00:07:20	\$ 0.00	\$ 0.00
Station: ST3				
Rescue & Emergency Medical Service Incidents	22	00:07:51	\$ 0.00	\$ 0.00
Hazardous Conditions (No fire)	1	00:07:08	\$ 0.00	\$ 0.00
Service Calls	1	00:07:18	\$ 0.00	\$ 0.00
False Alarm & False Calls	2	00:06:22	\$ 0.00	\$ 0.00
Total for Station: ST3	26	00:07:41	\$ 0.00	\$ 0.00
Total for Shift: C	62.00	00:07:17	\$ 0.00	\$ 475,000.00
Total	222.00	00:06:48	\$ 0.00	\$ 475,000.00

11 of 13

Inspection Volume

1/7/2019 3:37:37 PM

Filters:

- Inspection Source: **Internal Department Only**
- Start Date: **12/1/2018 12:00:00 AM**
- End Date: **12/31/2018 11:59:59 PM**
- Inspector: **-all-**
- Occupancy Type: **-all-**
- IFC Occupant Class: **-all-**
- Occupancy Number: **-all-**
- Zip Code: **-all-**
- Address: **-all-**
- Street Name: **-all-**
- Inspection Type: **-all Fire Safety types-**
- Section Number: **-all-**

Volume by Inspector

Phillips, Daniel	# of Inspections ¹	Violations Cited	Occupant Sq. Ft.
Freedom of Information ^{FS}	2		140,000
Plan Review ^{FS}	1		0
Total	3	2	140,000

Totals

	# of Inspections ¹	Violations Cited	Violations Cleared ²	Violations Remaining	Occupant Sq. Ft.
Freedom of Information ^{FS}	2				140,000
Plan Review ^{FS}	1				0
Total⁵	3	2	0	2	140,000

¹ This is actually a count for the inspection type. A single inspection with two types will total as two not one

² Cleared violations from re-inspections outside the date range ARE included if initial inspection falls within date range.

³ One re-inspection can encompass multiple inspection types - this is why the re-inspection type-specific total is frequently greater than the # of inspections

^{FS} Fire Safety Inspection

⁵ Filtering out portal inspections can cause violations cited to be less than violations cleared (violation cited count comes from both department and portal inspections, while violations cleared only come from department inspections).

12/8/13

Aging Summary

PLYMOUTH MONTHLY AGING REPORT

Report As Of December 31, 2018

Grouped By Schedule on Call

ID	Description	Calls	Current	31 to 60	61 to 90	91 to 120	121 to 150	151 to 180	Over 180	Total
1MRP	PAPER - MEDICARE	1	572.00	0.00	0.00	0.00	0.00	0.00	0.00	572.00
APPL	APPEAL PATIENT 30	4	0.00	0.00	462.53	125.00	0.00	0.00	50.37	637.90
BCBS	ELECT BCBS	2	1438.00	0.00	0.00	0.00	0.00	0.00	0.00	1438.00
CAIP	PAPER MEDICAID R	1	701.60	0.00	0.00	0.00	0.00	0.00	0.00	701.60
CARE	ELECT - MEDICARE	7	2441.60	0.00	1444.00	584.00	0.00	0.00	0.00	4469.60
FIREINS	FIRE RECOVERY 15	1	0.00	125.00	0.00	0.00	0.00	0.00	0.00	125.00
INSU	PAPER INS PRIMAR	7	1488.00	698.00	722.00	125.00	0.00	688.00	111.50	3828.50
NEICCAID	ELECT MEDICAID NE	2	1102.00	0.00	0.00	0.00	0.00	0.00	0.00	1102.00
PRV2	PAPER - PRIVATE P	51	15905.63	1668.71	5047.27	847.00	0.00	477.65	100.00	24048.26
REVIEW	REVIEW	10	596.00	375.00	1618.00	1528.00	25.00	1049.78	572.00	5763.76
SINS	PAPER INS SECOND	1	0.00	84.58	0.00	0.00	0.00	0.00	0.00	84.58
TIME	TIME PAY ACCOUNT	2	0.00	0.00	0.00	0.00	848.91	0.00	0.00	848.91
U	MHR HOLD FOR MH	29	0.00	0.00	0.00	0.00	770.00	0.00	8136.00	8906.00
ZIRCAID	ELECT MEDICAID ZI	1	722.00	0.00	0.00	0.00	0.00	0.00	0.00	722.00
Totals		119	24964.83	2951.29	9293.80	3209.00	1641.91	2213.41	8969.87	53244.11

Charge Summary

PLYMOUTH MONTHLY CHARGE REPORT

Summary By Charge Code - Code Description

ID	Description	QTY	QTY %	Charge Count	Charge Count	Charges	Total Charge %
0427	ALS EMERGENCY	16	5.51	16	23.53	10400.00	45.96
0433	ALS II EMERGENCY	1	0.34	1	1.47	800.00	3.54
0429	BLS EMERGENCY	15	5.16	15	22.08	7500.00	33.14
0425MC	CMS MILEAGE	100.5	34.60	11	16.18	1206.00	5.33
0425	MILEAGE	154	53.01	21	30.88	1848.00	8.17
MVA	MOTOR VEHICLE ACCIDENT	4	1.38	4	5.88	875.00	3.87
Totals For All		290.5		68		22629.00	

Credit Summary

PLYMOUTH MONTHLY CREDIT REPORT

Summary By Credit As - Code Description

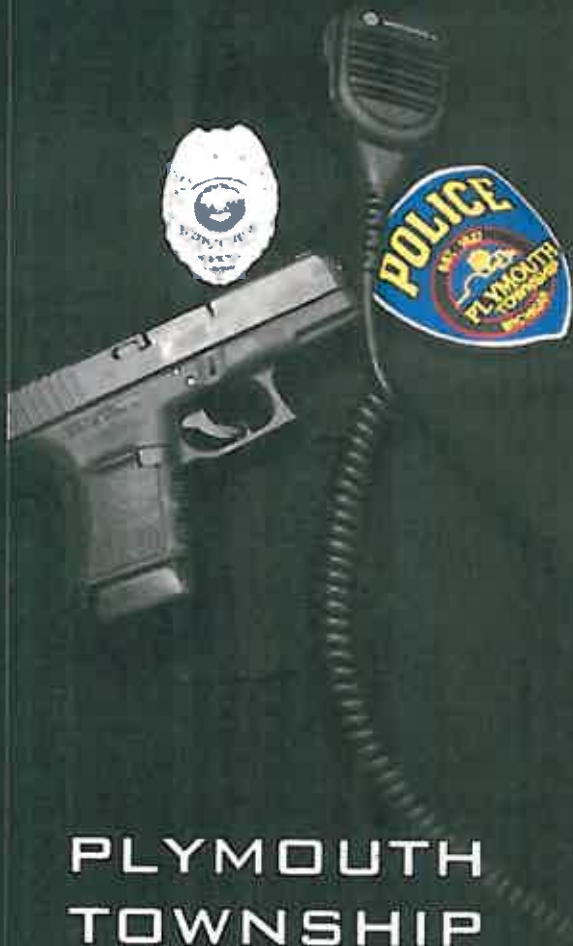
ID	Description	Credits	QTY %	Amount	Amount %
2	Adjustment	19	29.69	2569.75	14.28
1	Other Payment	27	42.19	8402.02	46.69
6	Patient Payment	5	7.81	627.23	3.49
5	Write Off	13	20.31	6396.50	35.54
Totals For All		64		17995.50	

13 of 13

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**CONSENT
AGENDA**

**ITEM D.2
ACCEPTANCE OF COMMUNICATIONS,
RESOLUTIONS, REPORTS
**POLICE DEPARTMENT
MONTHLY REPORT
DECEMBER, 2018****



PLYMOUTH
TOWNSHIP
POLICE

2018 MONTHLY REPORTS

DECEMBER

PART-ONE CRIMES

January 1, 2018 through December 31, 2018

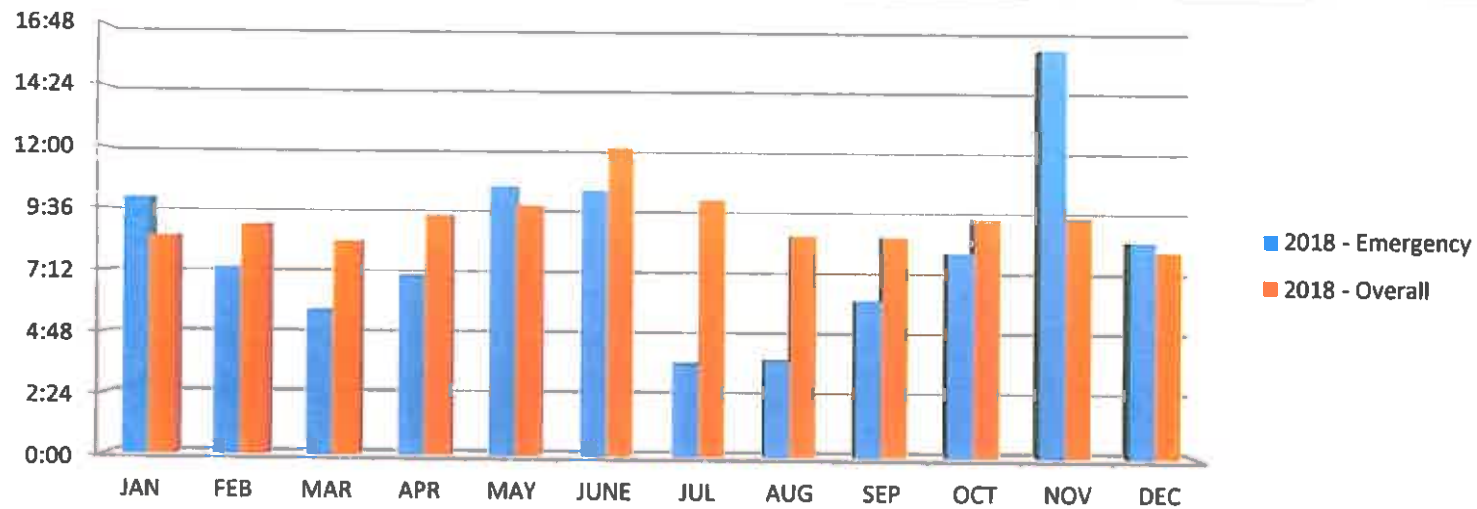
2018	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
Murder	0	0	0	0	0	0	0	0	0	0	0	0	0
CSC	1	1	0	0	1	0	1	0	4	1	1	0	10
Robbery	0	0	1	0	1	0	0	0	0	0	0	0	2
Aggravated Assault	0	0	3	0	1	0	1	2	2	3	2	0	14
Burglary	1	0	1	0	1	5	2	1	1	2	1	3	18
Larceny	7	5	1	9	22	13	14	14	9	15	9	6	124
Auto Theft	1	1	0	1	0	3	0	2	0	3	1	2	14
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Retail Fraud	1	0	2	0	1	0	2	1	1	0	3	2	13
Total	11	7	8	10	27	21	20	20	17	24	17	13	195

CALLS FOR SERVICE

2018	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
Part A Crimes	47	40	35	33	53	50	48	48	42	53	38	39	526
All Other Crimes	97	78	99	45	105	108	95	117	111	88	98	95	1136
Total	144	118	134	78	158	158	143	165	153	141	136	134	1,662

RESPONSE TIME

2018	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC
2018 - Emergency	10:04	7:20	5:41	7:03	10:34	10:26	3:39	3:48	6:10	8:03	16:03	8:30
2018 - Overall	8:35	9:03	8:24	9:24	9:48	12:06	10:05	8:42	8:40	9:25	9:26	8:07



DISPATCH CENTER

2018	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD
# of 911 Calls	1,177	1,028	1,124	1,169	1,243	1,329	1,400	1,284					9,754
# of Non-Emergency Calls	2,696	2,571	2,637	2,487	2,816	2,705	2,883	2,692	2,576	2,576	2,296	2,467	31,402
Total													

POLICE AND FIRE RESPONSE

2018	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD
City Police	1,500	1,231	1,408	1,226	1,483	1,350	1,401	1,321	1,400	1,448	1,370	1,335	16,473
Township Police	1,248	976	1,218	1,107	1,333	1,331	1,285	1,346	1,245	1,179	1,149	1,163	14,580
Township Fire	273	232	262	227	249	224	269	239	275	271	220	233	2,974
City Fire	77	81	78	74	86	70	98	80	87	89	69	82	971
Total	3,098	2,520	2,966	2,634	3,151	2,975	3,053	2,986	3,007	2,987	2,808	2,813	34,998

TRAFFIC ACCIDENT SUMMARY

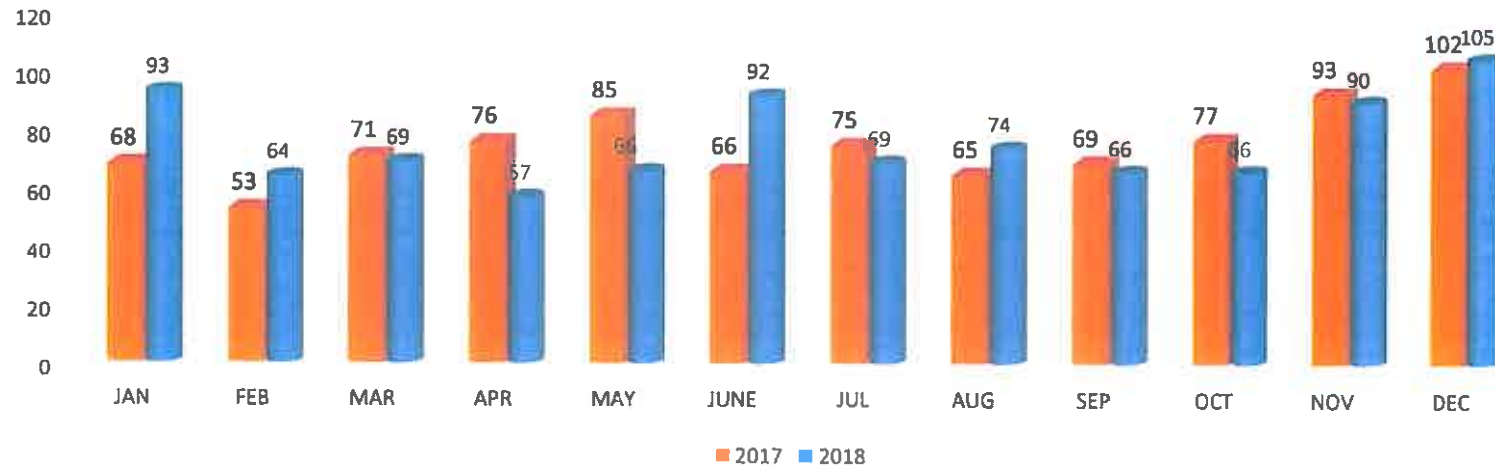
JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

2018	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
Fatal	0	0	0	0	0	0	0	0	0	0	0	0	0
Personal Injury	12	9	7	13	3	8	14	7	9	9	15	14	120
Property Damage	68	44	49	34	47	61	40	47	49	43	63	85	630
Private Property	13	11	13	10	16	22	15	20	8	14	12	6	160
Hit and Run	0	0	0	0	0	1	0	0	0	0	0	0	1
Total	93	64	69	57	66	92	69	74	66	66	90	105	911

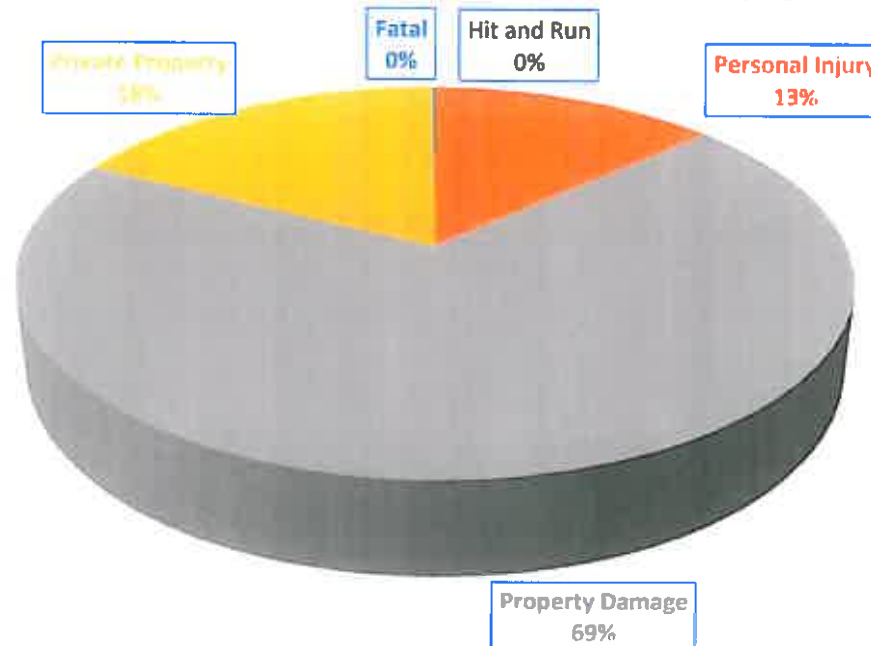
JANUARY 1, 2017 THROUGH DECEMBER 31, 2017

2017	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
Fatal	0	0	0	0	0	0	0	0	0	0	0	0	0
Personal Injury	6	4	4	14	15	21	17	13	14	10	14	15	147
Property Damage	58	45	64	55	66	42	53	45	46	62	69	76	681
Private Property	3	4	3	6	4	3	5	7	9	5	9	11	69
Hit and Run	1	0	0	1	0	0	0	0	0	0	1	0	3
Total	68	53	71	76	85	66	75	65	69	77	93	102	900

Traffic Accidents 2017 vs 2018



REPORTED ACCIDENTS BY TYPE - YTD 2018

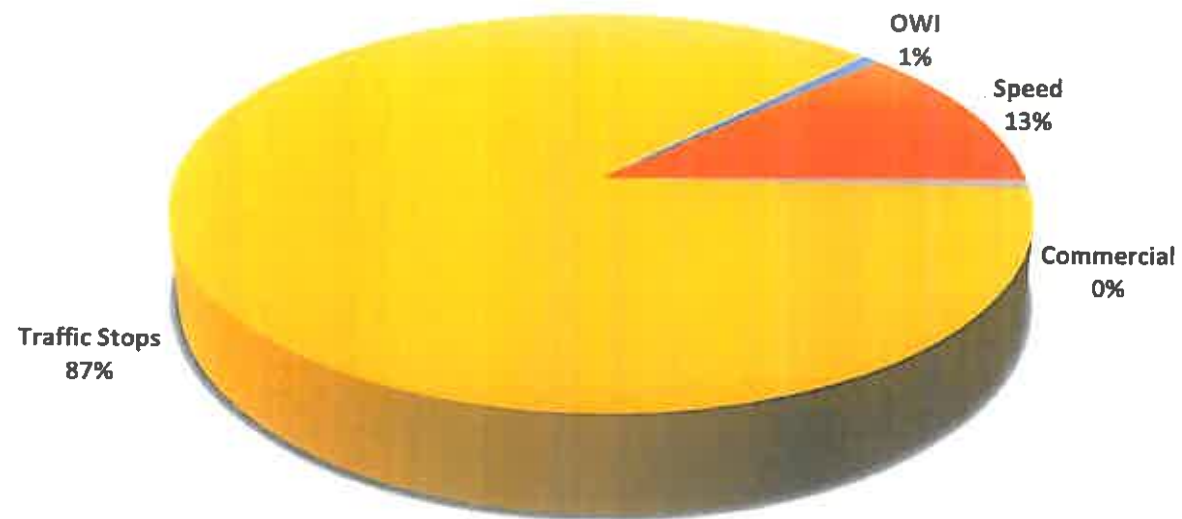


TRAFFIC VIOLATION SUMMARY

		January 1, 2018 through December 31, 2018												
2018		JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
OWI		4	5	3	1	4	2	4	7	3	2	7	4	46
Speed		31	18	40	45	83	114	82	102	75	91	49	66	796
Commercial		3	1	0	0	5	5	14	0	6	1	3	5	43
Traffic Stops		430	276	432	392	521	578	529	622	550	474	482	467	5,753

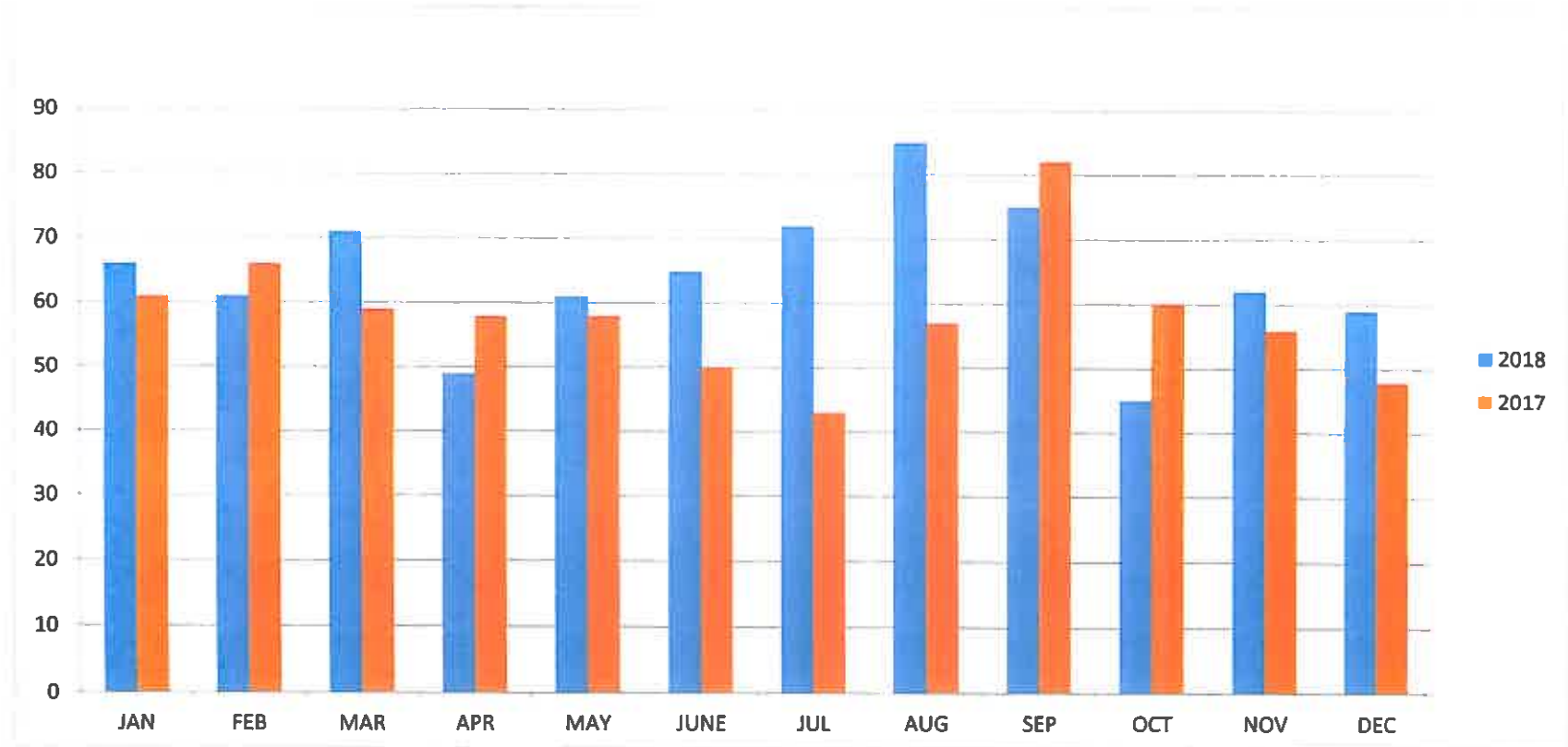
		Number of Arrests												
2018		JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
Felony		9	8	7	5	7	11	10	12	5	7	11	12	104
Misdemenor		57	53	64	44	54	54	62	73	70	38	51	47	667
Citations		230	139	236	192	248	317	241	283	277	213	233	258	2,867
Total		296	200	307	241	309	382	313	368	352	258	295	317	3,638

**Traffic Violations Issued by Type
Year to Date 2018**



NUMBER OF ARRESTS

	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
2018	66	61	71	49	61	65	72	85	75	45	62	59	771
2017	61	66	59	58	58	50	43	57	82	60	56	48	698



**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**CONSENT
AGENDA**

**ITEM D.2
ACCEPTANCE OF COMMUNICATIONS,
RESOLUTIONS, REPORTS
FOIA MONTHLY ACTIVITY REPORT
CLERK'S OFFICE
DECEMBER, 2018**

FOIA Monthly Report

Run Date: 01/01/2019 8:01 AM

Create Date	Company Name	Customer Full Name	Type of Information Requested	Amount of Payment
12/4/2018	Golder Associates	Daryl Bougher	Fire Report	\$7.07
12/6/2018		Joel Henry	Accounting Records	
12/11/2018		Environmental Scientist ALEXANDER DE VERA	Assessing Records Building Environment al Planning Zoning	
12/15/2018	Applied Environmental	Research Specialist Mariah Stoeckmann	Fire Report Police Records	
12/18/2018		Megan Cyner	Assessing Records Building Fire Report	
12/20/2018		Research analyst An Huynh	Public Services-Works	
12/27/2018	Comcast	Mr Kevin Costantino	Other	
12/27/2018		Mrs. Kelly Golembiewski	EMS Report Police Records Other	
Total Requests: 8				Total Dollars: 7.07

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**CONSENT
AGENDA**

**ITEM D.2
ACCEPTANCE OF COMMUNICATIONS,
RESOLUTIONS, REPORTS
FOIA MONTHLY ACTIVITY REPORT
POLICE DEPARTMENT
DECEMBER, 2018**

PD FOIA Monthly Report

Run Date: 01/01/2019 8:01 AM

Create Date	Company Name	Customer Full Name	Type of Information Requested	Amount of Payment
12/4/2018		Jessica Moore	Police Records	0.00
12/6/2018		TCC	Police Records	
12/7/2018	Metropolitan Reporting Bureau	Metropolitan Reporting Bureau	Police Records	0.00
12/7/2018	Tanouty Nauts McKinney Garbarino	David Nauts	Police Records	4.35
12/12/2018		Thomas Mullaney	Police Records	0.00
12/13/2018		Amir Bodakh	Police Records	0.00
12/14/2018		Nicholas Brandon	Police Records	0.00
12/15/2018		Research Specialist Mariah Stoeckmann	Fire Report Police Records	
12/17/2018		Domenica Gervasi	Police Records	0.00
12/18/2018		Karin Guillou	Police Records	0.00
12/18/2018		Frank Briguglio	Police Records	0.00
12/19/2018		Chris Mingmine	Police Records	0.00
12/19/2018		Delun Zhang	Police Records	0.00
12/20/2018		Nicholas Brandon	Police Records	0.00
12/21/2018		Christian Felton	Police Records	0.00
12/27/2018		Mrs. Kelly Golembiewski	EMS Report Police Records Other	
Total Requests: 16				Total Dollars: 4.35

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**CONSENT
AGENDA**

ITEM D.2
ACCEPTANCE OF COMMUNICATIONS,
RESOLUTIONS, REPORTS
**THANK YOU NOTE TO FIRE CHIEF
PHILLIPS FROM AMERICAN RED CROSS**

Date 01/02/2019 Sponsor Plymouth Township/Valk **American Red Cross**



**Here are your
blood drive results:**

Presenting Donors 32

Total Units 27

Thank you for sponsoring an
American Red Cross blood drive.

I thank you so much
for hosting the
Blood Drive.
Thanks to the donors,
as well.

Thanks! Carol McKee RN

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**CONSENT
AGENDA**

**ITEM D.3
APPROVAL OF TOWNSHIP BILLS**

BOARD DATE

1/22/2019

FUND NAME	FUND NUMBER	TOTAL INC PAYROLL	PAYROLL & INVOICES PAID	INVOICES PAID
			PRIOR TO MEETING	AFTER BOARD REVIEW
GENERAL FUND	101	430,178.80	311,629.02	118,549.78
SWD	226	144,408.61	2,604.88	141,803.73
IMPROV. REV.	246	-	-	
DRUG FORFEITURE	265	-	-	
DRUG FORFEITURE	266	-	-	
DRUG FORFEITURE	267	2,260.21	-	2,260.21
GOLF COURSE FUND	510	201.34	91.09	110.25
SENIOR TRANSPORTATION	588	5,908.02	3,336.58	2,571.44
WATER & SEWER	592	61,594.81	40,477.21	21,117.60
TRUST & AGENCY	701	1,470.00	1,470.00	
POLICE BOND FUND	702	1,320.00	1,320.00	
TAX POOL	703	9,447.04	9,447.04	
SPECIAL ASSESS CAPITAL	805	38.01	38.01	
	TOTAL	656,826.84	370,413.83	286,413.01

Page: 174

Charter Township of Plymouth

AP Invoice Listing - Board Report

59

VENDOR INFORMATION

INVOICE INFORMATION

ADVANCED DISPOSAL			Invoice Amount:	\$313.00
TWP FACILITIES - JAN 2019 FEES			Check Date:	01/21/2019
	101-336-776.000	FIRE STN 3 TRASH		25.00
	101-265-776.000	TWP HALL TRASH/RECYCLE		170.00
	592-172-776.000	DPW TRASH		68.00
	101-336-776.000	FIRE STN 2 TRASH		25.00
	101-265-815.000	FRIENDSHIP STATION TRASH		25.00
A.S.C., INC			Invoice Amount:	\$105.00
Sta#1 alarm Jan-Mar 2019			Check Date:	01/21/2019
	101-336-776.000	R1 Alarm Jan-Mar 2019		105.00
ALLIE BROTHERS UNIFORMS			Invoice Amount:	\$510.91
uniforms for R. Inman new FF			Check Date:	01/21/2019
	101-336-758.000	Uniforms for R Inman		510.91
ALPHAGRAPHICS #336			Invoice Amount:	\$360.88
2019 Solid Waste License Labels			Check Date:	01/21/2019
	226-226-810.000	4"x4" SWD license labels #122354 - 1,049		360.88
ASSOCIATED NEWSPAPERS OF MICHIGAN			Invoice Amount:	\$22.95
Sewerage Disposal System Notice			Check Date:	01/21/2019
	592-172-889.000	Sewerage Disposal System Notice		22.95
NAPA Auto Parts of Plymouth			Invoice Amount:	\$17.96
Invoice # 599122 01/04/2019			Check Date:	01/21/2019
	592-291-851.000	SD DRILL BIT 17 32		17.96
BLACKWELL FORD INC.			Invoice Amount:	\$136.36
R3 Oil Chg			Check Date:	01/21/2019
	101-336-863.000	R3 oil change		136.36
BLACKWELL FORD INC.			Invoice Amount:	\$1,531.57
R1 Brake work			Check Date:	01/21/2019
	101-336-863.000	R1 Brake work		1,531.57
BLACKWELL FORD INC.			Invoice Amount:	\$52.34
Vehicle Repair/A66875 Inv. 342421 1/2/19			Check Date:	01/21/2019
	101-305-863.000	Oil Change		52.34
BLACKWELL FORD INC.			Invoice Amount:	\$88.79
Vehicle Repair/157878 Inv. 342406 1/2/19			Check Date:	01/21/2019
	101-305-863.000	Replace Headlamp Bulb		88.79
BLACKWELL FORD INC.			Invoice Amount:	\$2,441.11
Senior Bus Repair Invoice #341314 - Senior Bus			Check Date:	01/21/2019
	588-588-863.000	Senior Trans #341314		2,441.11
The Cary Company			Invoice Amount:	\$947.71
(24) 55 Gallon Steel Drum Reconditioned for use			Check Date:	01/21/2019
	101-691-931.000	Reconditioned 55 gallon Steel Drums		674.64
	101-691-931.000	Shipping		273.07
CORRIGAN OIL COMPANY			Invoice Amount:	\$707.53
Fuel 1/3/19 #6746268-IN			Check Date:	01/21/2019
	592-291-863.000	Gas 87 - Ethanol		694.76
	592-291-863.000	Fuel Tax Recap		5.82

Charter Township of Plymouth
AP Invoice Listing - Board Report

Page: 274

60

VENDOR INFORMATION

INVOICE INFORMATION

	592-291-863.000	Environmental Fee	6.95
CORRIGAN OIL COMPANY		Invoice Amount:	\$663.23
Fuel 1/3/2019 #6747652-IN		Check Date:	01/21/2019
	592-291-863.000	Dyed Ultra Low Sulfur #2 Mix	651.68
	592-291-863.000	Fuel Tax Recap	4.60
	592-291-863.000	Environmental Fee	6.95
Corporate Benefit Solutions, LLC		Invoice Amount:	\$301.33
January 2019 Monthly Premium for BenExpress E		Check Date:	01/21/2019
	101-171-818.000	January 2019 BenExpress Enrollment	400.00
	101-171-818.000	Jan 2019 UNUM BenX Credit	(98.67)
FIFER INVESTIGATIONS, LLC		Invoice Amount:	\$4,775.00
Investigations of 4 new FF's		Check Date:	01/21/2019
	101-336-963.000	Investigation of Nolan Gilo	1,900.00
	101-336-963.000	" of Joseph Tacoma	1,900.00
	101-336-963.000	" of Bruce Van Gemert	618.75
	101-336-963.000	"of Richard Inman	356.25
FIRE MODULES LLC		Invoice Amount:	\$240.00
2019 Yearly Support		Check Date:	01/21/2019
	101-336-824.000	Yearly Support 2019	240.00
GUARDIAN ALARM CO		Invoice Amount:	\$253.98
Alarm billing 12/01/18-02/28/2019		Check Date:	01/21/2019
	592-172-818.000	Monitoring, Maintenance & Services	253.98
GUARDIAN ALARM CO		Invoice Amount:	\$110.25
8592782 Hilltop Golf Course Alarm Jan 19		Check Date:	01/21/2019
	510-510-737.000	Hilltop Golf Course Alarm Jan 19	110.25
HALT FIRE INC		Invoice Amount:	\$357.93
Reservoir for R3		Check Date:	01/21/2019
	101-336-863.000	Reservoir for R3	357.93
INT'L CONFERENCE OF POLICE CHAPLAIN		Invoice Amount:	\$125.00
2019 Annual Membership - Chaplain McMartin Inv		Check Date:	01/21/2019
	101-305-958.000	Annual Membership - Chaplain McMartin	125.00
J & B MEDICAL SUPPLY INC		Invoice Amount:	\$1,156.84
Medical Supplies		Check Date:	01/21/2019
	101-336-836.000	glucose CSU703-03	53.25
	101-336-836.000	Electrodes COV31013926	118.00
	101-336-836.000	Resuscitator AMB520-211-000B	137.76
	101-336-836.000	Gauze Pads COV6309	89.05
	101-336-836.000	Contoured Masks MRC10-57010	113.90
	101-336-836.000	Flo Safe II CPAP MCR10-57209	301.75
	101-336-836.000	Surgical Tape MMM1527-1	65.28
	101-336-863.000	IV Extension sets MSOMS-83091	36.80
	101-336-836.000	Flow Safe II Caps MRC10-57211	181.05
	101-336-836.000	Moldable Splint & Case MSOMS-SPLNT	60.00
ACROSS THE STREET PRODUCTIONS		Invoice Amount:	\$900.00
member renewal for Blue Card Training		Check Date:	01/21/2019
	101-336-960.000	Blue Card Renewal for 1 yr	900.00

Charter Township of Plymouth AP Invoice Listing - Board Report

Page: 3/4

61

VENDOR INFORMATION

INVOICE INFORMATION

AutoZone			Invoice Amount:	\$34.36
Ice Melt			Check Date:	01/21/2019
	101-336-836.000	Ice Melts		34.36
MAPLES ENVIRONMENTAL PEST CONTROL			Invoice Amount:	\$150.00
exterminator Sta#1 January			Check Date:	01/21/2019
	101-336-776.000	Sta#1 extermination services-January		150.00
MAPLES ENVIRONMENTAL PEST CONTROL			Invoice Amount:	\$150.00
Extermination services Sta#2 January			Check Date:	01/21/2019
	101-336-776.000	Extermination services Sta#2-January		150.00
MAPLES ENVIRONMENTAL PEST CONTROL			Invoice Amount:	\$160.00
Extermination services Sta#3 January			Check Date:	01/21/2019
	101-336-776.000	Extermination Services Sta#3 January		160.00
MICHIGAN TOWNSHIPS ASSOCIATION			Invoice Amount:	\$115.00
MTA - Classified Ad for Payroll Administrator - 1-1			Check Date:	01/21/2019
	101-171-818.200	CONTRATUAL SERVICE-HR - CLASSIFIED AD		115.00
MICHIGAN LINEN SERVICE			Invoice Amount:	\$84.35
Uniforms 01/04/2019 #397944			Check Date:	01/21/2019
	592-172-758.000	01/04/2019		84.35
L-3 COMMUNICATION MOBILE-VISION INC			Invoice Amount:	\$3,725.00
Extended Maitenance Agreement for Mobile-Visio			Check Date:	01/21/2019
	101-305-851.000	Hardware Direct Serv 1/12/19 - 1/11/20		1,795.00
	101-305-851.000	Software Coverage		840.00
	101-305-851.000	Wireless Access Point		240.00
	101-305-851.000	Workstation EMA		200.00
	101-305-851.000	Bravo 4201 Disc Publisher		650.00
NATIONAL FIRE PROTECTION ASSOCIATIO			Invoice Amount:	\$1,345.50
National Fire Codes Subscription 2019			Check Date:	01/21/2019
	101-336-727.000	National Fire Codes 2019		1,345.50
POLICE LEGAL SCIENCES			Invoice Amount:	\$1,320.00
Dispatch Pro 12 Lesson Yearly Subscription Inv. 8			Check Date:	01/21/2019
	101-325-960.000	January - December 2019		1,320.00
R A F T			Invoice Amount:	\$275.00
Blue Card ref-Gross			Check Date:	01/21/2019
	101-336-960.000	Blue Card Refresher Jan 2019- 5. Gross		275.00
WEST SHORE SERVICES INC			Invoice Amount:	\$3,180.50
Maintenance on 7 siren locations			Check Date:	01/21/2019
	101-315-951.000	Maint on 7 siren locations		3,180.50
KCI			Invoice Amount:	\$285.91
Invoice # 275404 -Printing and Postage for 2019			Check Date:	01/21/2019
	101-290-730.000	Print & Post for 2019 Pers. Prop. Strmts		285.91
National Emergency Number Assoc.			Invoice Amount:	\$55.00
2019 Membership Dues - Cindy Fell Inv. 3000417			Check Date:	01/21/2019
	101-325-958.000	2019 Telecommunicator		55.00

Charter Township of Plymouth
AP Invoice Listing - Board Report

Page: 4/4

62

VENDOR INFORMATION

INVOICE INFORMATION

Dell Financial Services

Invoice Amount:

\$61.94

Planning Dept.-- Computer Lease Qtly Payment (s

Check Date:

01/21/2019

101-371-978.100

Planning Dept. .Computer (Lease-Qtly)

61.94

Total Amount to be Disbursed:

\$27,062.23

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

BR 18 1/10/19 68

VENDOR INFORMATION

INVOICE INFORMATION

ALLIE BROTHERS UNIFORMS		Invoice Amount:	\$357.43
uniforms - Bruce Van Gemert- Spec Size		Check Date:	01/22/2019
101-336-758.000	Uniform shirt L/S		52.79
101-336-758.000	Uniform shirt S/S		101.18
101-336-758.000	Pants		164.97
101-336-758.000	Belt		38.49
ALLIE BROTHERS UNIFORMS		Invoice Amount:	\$79.99
Uniform Equip/PSA Smith Inv. 73910 12/22/18		Check Date:	01/22/2019
101-325-758.000	Uniform Cargo Pants		79.99
ALLIE BROTHERS UNIFORMS		Invoice Amount:	\$342.06
Uniform Equip/PSA Richardson Inv. 73909 12/22/		Check Date:	01/22/2019
101-325-758.000	Uniform S/S Shirt - Special Size		105.58
101-325-758.000	Uniform Pants - Special Size		82.49
101-325-758.000	Uniform Spring Jacket - Special Size		153.99
APOLLO FIRE APPARATUS REPAIR		Invoice Amount:	\$1,041.85
Hurst Service Tool Work		Check Date:	01/22/2019
101-336-851.000	Hurst Service Tool Work Order		1,041.85
ASSOCIATED NEWSPAPERS OF MICHIGAN		Invoice Amount:	\$48.23
Firefighter/Paramedic		Check Date:	01/22/2019
101-801-813.000	Firefighter/Paramedic		48.23
ASSOCIATED NEWSPAPERS OF MICHIGAN		Invoice Amount:	\$56.19
Notice of Public Hearing		Check Date:	01/22/2019
101-801-813.000	Notice of Public Hearing		56.19
BATTERIES PLUS BULBS		Invoice Amount:	\$139.98
batteries		Check Date:	01/22/2019
101-336-853.000	screen repair		109.99
101-336-853.000	comm iphone bk		29.99
BATTERIES PLUS BULBS		Invoice Amount:	\$12.95
3V Lithium Ultra Batteries		Check Date:	01/22/2019
101-336-836.000	3V Lithium Ultra batteries		12.95
BATTERY SOLUTIONS, LLC.		Invoice Amount:	\$109.95
Battery Recycle		Check Date:	01/22/2019
226-226-810.000	iRecycle - Filled Pail #4_12.28.18		109.95
Bidigare Contractors, Inc.		Invoice Amount:	\$6,420.00
Restoration following WMB at 40583 GREENBRIA		Check Date:	01/22/2019
592-291-932.000	Labor, materials & mob. for restoration		6,420.00
BIO-CARE INC		Invoice Amount:	\$580.00
FF's Medical		Check Date:	01/22/2019
101-336-835.000	Firefighter Physicals		580.00
BLACKWELL FORD INC.		Invoice Amount:	\$52.34
Vehicle Repair/B68428 Inv. 341516 12/11/18		Check Date:	01/22/2019
101-305-863.000	Oil Change		52.34
BLACKWELL FORD INC.		Invoice Amount:	\$404.45
Vehicle Repair/126605 Inv. 342039 12/21/18		Check Date:	01/22/2019
101-305-863.000	Oil Change/Replace Rear Brake & Rotors		404.45

Charter Township of Plymouth
AP Invoice Listing - Board Report

Page: 2/10

64

VENDOR INFORMATION

INVOICE INFORMATION

BLACKWELL FORD INC.			Invoice Amount:	\$152.85
Ri fuel filter			Check Date:	01/22/2019
	101-336-863.000	R1 fuel filter		152.85
BLACKWELL FORD INC.			Invoice Amount:	\$982.22
402 Oil Change, New Tires, Recall & Wheel Align			Check Date:	01/22/2019
	592-291-863.000	PARTS		819.77
	592-291-863.000	LABOR		162.45
OCCUPATIONAL HEALTH CENTERS OF MI			Invoice Amount:	\$747.00
Pre-PlacementPhysical - Nolan Gilo (FD) 12-18-1			Check Date:	01/22/2019
	101-336-835.000	Nolan Gilo (FD)		747.00
OCCUPATIONAL HEALTH CENTERS OF MI			Invoice Amount:	\$1,494.00
Pre-PlacementPhysicals - Richard Inman and J. T			Check Date:	01/22/2019
	101-336-835.000	Richard Inman (FD)		747.00
	101-336-835.000	Joseph Tacoma (FD)		747.00
OCCUPATIONAL HEALTH CENTERS OF MI			Invoice Amount:	\$152.50
Dispatch PreemploymentKarl Zimmerman 11-23-1			Check Date:	01/22/2019
	101-325-835.000	Disp. - Karl Zimmerman- Preemploy		152.50
CINTAS CORPORATION - 300			Invoice Amount:	\$213.93
Mat service for P.D. Inv. 300419582 12/28/18			Check Date:	01/22/2019
	101-305-776.000	Mats for pd		213.93
CORPORATE CLEANING GROUP INC			Invoice Amount:	\$2,606.18
DECEMBER MONTHLY CLEANING			Check Date:	01/22/2019
	101-305-776.000	INVOICE 5841		1,020.30
	101-336-776.000	INVOICE 5841		92.76
	592-172-776.000	INVOICE 5841		208.70
	101-265-776.000	INVOICE 5841		998.52
	101-325-818.400	INVOICE 5841		262.50
	101-265-776.000	INVOICE 5841		23.40
DELL MARKETING L.P.			Invoice Amount:	\$2,260.21
Dell Latitude 14 Inv. 10290060677 12/18/18			Check Date:	01/22/2019
	267-300-978.000	Dell Latitude 14 Rugged 5414		2,197.82
	267-300-978.000	Dell Auto Air DC Adapter - 90 Watt		62.39
MICH MUN RISK MGT AUTHORITY ECP			Invoice Amount:	\$9,175.03
Electric Choice - October 18			Check Date:	01/22/2019
	101-336-921.000	Electric Choice		1,367.36
	592-172-921.000	Electric Choice		767.79
	101-171-921.000	Electric Choice		524.93
	101-201-921.000	Electric Choice		280.88
	101-209-921.000	Electric Choice		150.26
	101-215-921.000	Electric Choice		456.18
	101-253-921.000	Electric Choice		190.53
	101-305-921.000	Electric Choice		1,507.52
	101-325-921.000	Electric Choice		313.78
	101-325-921.400	Electric Choice		313.78
	101-336-921.000	Electric Choice		221.95
	101-371-921.000	Electric Choice		330.48
	101-371-921.500	Electric Choice		185.13
	592-172-921.000	Electric Choice		435.07
	592-172-921.000	Electric Choice		364.20

Charter Township of Plymouth
AP Invoice Listing - Board Report

Page: 3/10

65

VENDOR INFORMATION

INVOICE INFORMATION

	101-336-921.000	Electric Choice	717.50
	101-691-921.000	Electric Choice	218.76
	101-265-921.000	Electric Choice	213.30
	588-588-921.000	Electric Choice	13.61
	101-100-067.010	Electric Choice	602.02
<hr/>			
MICH MUN RISK MGT AUTHORITY ECP		Invoice Amount:	\$10,914.71
Electric Choice - November 18		Check Date:	01/22/2019
	101-336-921.000	Electric Choice	1,321.43
	592-172-921.000	Electric Choice	648.87
	101-171-921.000	Electric Choice	591.44
	101-201-921.000	Electric Choice	316.47
	101-209-921.000	Electric Choice	169.30
	101-215-921.000	Electric Choice	513.98
	101-253-921.000	Electric Choice	214.67
	101-305-921.000	Electric Choice	1,698.52
	101-325-921.000	Electric Choice	353.54
	101-325-921.400	Electric Choice	353.54
	101-336-921.000	Electric Choice	250.08
	101-371-921.000	Electric Choice	372.35
	101-371-921.500	Electric Choice	208.58
	592-172-921.000	Electric Choice	490.19
	592-172-921.000	Electric Choice	1,508.50
	101-336-921.000	Electric Choice	509.79
	101-691-921.000	Electric Choice	255.12
	101-265-921.000	Electric Choice	262.10
	588-588-921.000	Electric Choice	16.72
	101-100-067.010	Electric Choice	859.52
<hr/>			
EctoHR, Inc.		Invoice Amount:	\$6,500.00
EctoHR - December 2018 Services - Invoice # 10		Check Date:	01/22/2019
	101-171-818.200	12-18 Services - Inv. 10313	6,500.00
<hr/>			
EHLERS HEATING & AIR CONDITIONING		Invoice Amount:	\$149.00
Sta#1 Furnace repair		Check Date:	01/22/2019
	101-336-776.000	Sta#1 Furnace Repair 12/10/18	149.00
<hr/>			
EHLERS HEATING & AIR CONDITIONING		Invoice Amount:	\$2,451.54
Furnace repairs Sta#1 12/19/18		Check Date:	01/22/2019
	101-336-776.000	Furnace repairs Sta#1 12/19/18	2,451.54
<hr/>			
FEDEX		Invoice Amount:	\$62.66
Package Shipped Inv. 6-404-09977 12/19/18		Check Date:	01/22/2019
	101-305-727.000	Packages Shipped to L-3 Tech	62.66
<hr/>			
FEDEX		Invoice Amount:	\$11.01
Shipping Materials Purchased by Lt. Kudra Inv. 6-		Check Date:	01/22/2019
	101-305-727.000	PR Frg 8x8x8	10.39
	101-305-727.000	Tax	0.62
<hr/>			
FETNER, WILLIAM		Invoice Amount:	\$211.98
Clothing Allowance Reimbursement per Contract		Check Date:	01/22/2019
	101-305-758.000	Clothing reimbursement - 2018	211.98
<hr/>			
FIFER INVESTIGATIONS, LLC		Invoice Amount:	\$1,100.00
Background Investigation - Dec. 2018 Inv. 1523 1		Check Date:	01/22/2019
	101-325-818.000	PSA Applicant - Karl Zimmerman	1,100.00

Charter Township of Plymouth
AP Invoice Listing - Board Report

Page: 4/10

66

VENDOR INFORMATION

INVOICE INFORMATION

GFL Environmental USA, Inc.		Invoice Amount:	\$195.00
DPW RECYCLE CENTER		Check Date:	01/22/2019
226-226-810.500	12/12/18 - CARDBOARD/PAPER RECYCLE		195.00
GFL Environmental USA, Inc.		Invoice Amount:	\$31,206.50
NOV 2018 RESIDENTAL YARD WASTE DISPOSAL		Check Date:	01/22/2019
226-226-810.000	1,248.26 TONS @ 25.00/TON		31,206.50
GFL Environmental USA, Inc.		Invoice Amount:	\$195.00
DPW RECYCLE CENTER		Check Date:	01/22/2019
226-226-810.500	12/27/18 - CARDBOARD/PAPER RECYCLE		195.00
GFL Environmental USA, Inc.		Invoice Amount:	\$103,076.40
DEC 2018 - RESIDENTIAL COLLECTION FEE		Check Date:	01/22/2019
226-226-810.000	DEC 2018 TRASH		66,614.00
226-226-810.000	DEC 2018 RECYCLING		18,581.80
226-226-810.000	DEC 2018 YARD WASTE		17,880.60
GFL Environmental USA, Inc.		Invoice Amount:	\$6,660.00
DEC 2018 RESIDENTAL YARD WASTE DISPOSAL		Check Date:	01/22/2019
226-226-810.000	266.40 TONS @ 25.00/TON		6,660.00
HALT FIRE INC		Invoice Amount:	\$4,772.17
E3 shift motor, headlight, comp lights		Check Date:	01/22/2019
101-336-863.000	Shift motor, headlight, comp. lights		4,772.17
HEMMING,POLACZYK,CRONIN,SMITH,		Invoice Amount:	\$8,510.50
Legal Services December 2018 (KEVIN BENNETT)		Check Date:	01/22/2019
101-290-825.000	Ordinance Prosecutions		4,711.88
101-290-827.000	Community Development		2,086.88
101-290-826.000	Admin		1,522.50
101-290-826.000	Misc.		18.63
101-290-826.000	Building Dept.		170.61
HORTON PLUMBING		Invoice Amount:	\$759.96
Invoice # 169314 - Women's Room Toilet Repair -		Check Date:	01/22/2019
101-691-931.000	Commercial Labor-		367.50
101-691-931.000	EBV200A		277.93
101-691-931.000	Sloan Regal Flush Valve		114.53
HYDRO CORP		Invoice Amount:	\$1,779.00
Cross Connection Control Dec 2018		Check Date:	01/22/2019
592-291-804.000	Cross Connection Control Dec 2018		1,779.00
IRON MOUNTAIN		Invoice Amount:	\$211.26
Offsite Storage - January 2019		Check Date:	01/22/2019
101-215-818.000	Offsite Storage - January 2019		211.26
ABC MANAGEMENT		Invoice Amount:	\$100.00
Senior Transportation/Handicapped transit - Inv.		Check Date:	01/22/2019
588-588-818.000	Invoice #120 - handicapped transit		100.00
Knox		Invoice Amount:	\$604.00
key secure , 2 mkey, wifi, ethernet/usb w/antenn		Check Date:	01/22/2019
101-336-978.000	Key secure 5 per quote		604.00

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

Page: 5/10

67

VENDOR INFORMATION

INVOICE INFORMATION

KONICA MINOLTA BUSINESS SOLUTIONS		Invoice Amount:	\$81.36
Maint. Agreement - Bizhub C364E Inv. 900526244		Check Date:	01/22/2019
101-305-851.000	11/26/18 - 12/25/18 coverage dates		81.36
KONICA MINOLTA BUSINESS SOLUTIONS		Invoice Amount:	\$203.35
Copy charges -December 2018		Check Date:	01/22/2019
101-371-727.000	Color Copies - Bldg		113.51
101-371-727.000	B&W Copies - Bldg		8.80
101-215-727.000	Color Copies - Clerk		68.82
101-215-727.000	B&W Copies - Clerk		12.22
LAIRD GLASS & UPHOLSTERY, INC.		Invoice Amount:	\$35.00
Repair Windshield - DEA Vehicle Inv. 42654 12/27		Check Date:	01/22/2019
101-305-863.000	Stone Chip		35.00
LARSON, OSCAR W. CO.		Invoice Amount:	\$526.00
SERVICE CALL ID #181211-0109 12/17/2018		Check Date:	01/22/2019
592-172-818.000	1-1/2" UNION CHECK VALVE-VITON		56.33
592-172-818.000	ABSOBANT SHEET 3/8 " PAD 17X19		3.75
592-172-818.000	FILTER, 400-30, 1" (DIESEL)		5.92
592-172-818.000	HS&E		10.00
592-172-818.000	ST-TECHNICIAN LABOR		450.00
Linguistica International		Invoice Amount:	\$18.24
Interpreting Services - November 2018 Inv. 3432		Check Date:	01/22/2019
101-325-853.400	32 Minutes of Interpretation Services		18.24
AutoZone		Invoice Amount:	\$39.98
Vehicle parts		Check Date:	01/22/2019
101-336-863.000	oil		39.98
LIVONIA TROPHY & SCREEN PRINTING		Invoice Amount:	\$135.00
New Plaque for Police Officer of the Year Inv. 121		Check Date:	01/22/2019
101-305-727.000	9 x 12 Walnut Board		123.00
101-305-727.000	12 Perpetual Plates - Not Engraved Yet		12.00
M H R BILLING SERVICES		Invoice Amount:	\$648.00
Billing Fees		Check Date:	01/22/2019
101-336-959.000	Monthly billing fees		648.00
MCKENNA ASSOCIATES INC		Invoice Amount:	\$4,665.50
Professional Service December 2018 - Invoice #		Check Date:	01/22/2019
101-371-818.500	2.80 -- 1/2 day on-site services (70%)		1,064.00
101-371-818.500	4.90 -- Full day on-site services (70%)		3,601.50
MERCHANTS & MEDICAL CREDIT CORP, IN		Invoice Amount:	\$282.89
Collection fees		Check Date:	01/22/2019
101-336-959.000	Collection fees		282.89
MISS DIG SYSTEM, INC		Invoice Amount:	\$1,400.35
Miss Dig - 2019		Check Date:	01/22/2019
592-291-935.000	Monthly Membership		900.00
592-291-935.000	Education fee for 2019		50.00
592-291-935.000	Annual Maint. fee for Databases		257.60
592-291-935.000	Annual Maint fee for remote access		192.75

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

Page: 6/10

68

VENDOR INFORMATION

INVOICE INFORMATION

MICHIGAN, STATE OF			Invoice Amount:	\$132.30
Quality Assur.Assessment 10/1/18-12/31/18			Check Date:	01/22/2019
101-336-863.000	Quality Assur. Assess 10/1/18 - 12/31/18			132.30
MICHIGAN LINEN SERVICE			Invoice Amount:	\$530.43
Uniforms 12/21/2018 #397223			Check Date:	01/22/2019
592-172-758.000	CP90-HATS			88.80
592-172-758.000	CP80-HATS			94.32
592-172-758.000	CSV 407 VEST			20.80
592-172-758.000	12500 3XL (SWEATSHIRT)			33.51
592-172-758.000	100504 (JACKETS HI VIS)			162.00
592-172-758.000	J133 (BLACK CARHART COAT)			101.00
592-172-758.000	SAFETY GLASSES			30.00
MICHIGAN LINEN SERVICE			Invoice Amount:	\$84.35
Uniforms 12/14/2018 #396754			Check Date:	01/22/2019
592-172-758.000	12/14/2018			84.35
MICHIGAN LINEN SERVICE			Invoice Amount:	\$84.35
Uniforms 12/28/2018 #397553			Check Date:	01/22/2019
592-172-758.000	12/28/18			84.35
MICHIGAN LINEN SERVICE			Invoice Amount:	\$84.35
Uniforms 12/21/2018 #397191			Check Date:	01/22/2019
592-172-758.000	UNIFORM CLEANING 12/21/18			84.35
MIKE'S DOOR SERVICE			Invoice Amount:	\$2,185.00
Door work @ stations #1&3			Check Date:	01/22/2019
101-336-776.000	Door repairs @ Sta#1&3			2,185.00
MIKE'S DOOR SERVICE			Invoice Amount:	\$175.00
Sta#3 Service call			Check Date:	01/22/2019
101-336-776.000	Sta#3 service call			175.00
GIARMARCO, MULLINS & HORTON, PC.			Invoice Amount:	\$2,280.90
Labor Atty. Services (John C. Clark) - December 2			Check Date:	01/22/2019
101-290-828.000	Labor Atty Services (John Clark)			2,280.90
NORTHVILLE, CHARTER TOWNSHIP OF			Invoice Amount:	\$225.00
Dec. 2018 Five Mile Road Corridor Project			Check Date:	01/22/2019
101-371-818.500	Dec. 2018 5 Mile Corridor Project			225.00
OFFICE DEPOT			Invoice Amount:	\$101.99
Office Supplies Inv. 247755274001 12/18/18			Check Date:	01/22/2019
101-325-727.400	Wypall Waterless Wipes			101.99
OFFICE DEPOT			Invoice Amount:	\$8.29
Office Supplies Inv. 247755275001 12/18/18			Check Date:	01/22/2019
101-325-727.000	Lysol Wipes			8.29
OFFICE DEPOT			Invoice Amount:	\$36.39
Office Supplies Inv. 247746588001 12/18/18			Check Date:	01/22/2019
101-305-727.000	Expansion Wallet Folders			36.39
OFFICE DEPOT			Invoice Amount:	\$42.99
Office Supplies Inv. 247746587001 12/18/18			Check Date:	01/22/2019
101-305-727.000	#10 Envelopes (plain)			42.99

Charter Township of Plymouth
AP Invoice Listing - Board Report

Page: 7/10

69

VENDOR INFORMATION

INVOICE INFORMATION

OFFICE DEPOT			Invoice Amount:	\$62.22
Tape, Markers, Filing Supplies			Check Date:	01/22/2019
	101-215-727.000	Post-It Index Filing Tabs		5.59
	101-215-727.000	Scotch Magic Tape Rolls (10)		17.12
	101-215-727.000	Tombow Corr Tape (4)		11.99
	101-215-727.000	Sharpie Fine Pt Black Mkrs (12)		8.10
	101-215-727.000	Sharpie Ex Fine Pt Blk Mkrs (12)		8.37
	101-215-727.000	Sharpie Yellow Highlighters		11.05
OFFICE DEPOT			Invoice Amount:	\$24.99
Tape, Markers, Filing Supplies			Check Date:	01/22/2019
	101-215-727.000	Pendaflex Expanding File		24.99
OFFICE DEPOT			Invoice Amount:	\$147.17
Office Supplies Inv. 241428120001 12/4/18			Check Date:	01/22/2019
	101-325-727.400	Toner for Lockup		147.17
OFFICE DEPOT			Invoice Amount:	\$93.80
Office Supplies Inv. 245246529001 12/11/18			Check Date:	01/22/2019
	101-305-727.000	Memo Notebooks		93.80
OFFICE DEPOT			Invoice Amount:	\$32.34
Office Supplies Inv. 245245075001 12/11/18			Check Date:	01/22/2019
	101-305-727.000	Deskpads 22 x 17		32.34
OFFICE DEPOT			Invoice Amount:	\$31.52
Office Supplies Inv. 245246530001 12/11/18			Check Date:	01/22/2019
	101-305-727.000	Deskpads 17 x 10		31.52
OFFICE DEPOT			Invoice Amount:	\$155.53
Office Supplies Inv. 247737683001 12/18/18			Check Date:	01/22/2019
	101-305-727.000	4 x 6 Post-It Notes		6.55
	101-305-727.000	Scotch Tape		17.12
	101-305-727.000	Pocket Files		50.39
	101-305-727.000	17 x 22 Desk Calendar		43.12
	101-305-727.000	Copy Safe Project Folders		21.57
	101-305-727.000	File Jackets		8.83
	101-305-727.000	Expanding File Folders		7.69
	101-305-727.000	Mini Binder Clip		0.26
OFFICE DEPOT			Invoice Amount:	\$441.67
Office Supplies Inv. 247747433001 12/18/18			Check Date:	01/22/2019
	101-325-727.000	3 x 3 Pop-up Post It Notes		20.79
	101-325-727.000	Correction Tape		23.98
	101-325-727.000	Lexmark Toner		147.17
	101-325-727.000	8" Scissors		25.98
	101-325-727.000	Disinfectant wipes		39.95
	101-325-727.000	Super Glue		5.58
	101-325-727.000	Kleenex		67.80
	101-325-727.000	Velocity Pens		12.83
	101-325-727.000	Inkjoy Pens		27.96
	101-325-727.000	B2P Pens		17.74
	101-325-727.000	B2P Pens Fine		20.78
	101-325-727.000	Medium Pens		31.11
OFFICE DEPOT			Invoice Amount:	\$112.73
Office Supplies Inv. 247746589001 12/19/18			Check Date:	01/22/2019

Charter Township of Plymouth

AP Invoice Listing - Board Report

Page: 8/10

70

VENDOR INFORMATION

INVOICE INFORMATION

	101-305-727.000	USB Drives - 64 GB	24.38
	101-305-727.000	USB Drives - 32 GB	88.35
Planet Technologies, Inc.		Invoice Amount:	\$88.62
Exchange Online License - Inv. 1001582 12/20/18		Check Date:	01/22/2019
	101-305-727.000	3NS-00003 ExchgOnlnP2GCC	88.62
PLANTE & MORAN, PLLC		Invoice Amount:	\$7,800.00
2013,2014,2015 Audit (Drug Forfeiture)		Check Date:	01/22/2019
	101-290-818.000	2013 Single Audit-Drug Forfeiture	3,400.00
	101-290-818.000	2014 Single Audit-Drug Forfeiture	3,700.00
	101-290-818.000	2015 Single Audit-Drug Forfeiture	700.00
PLYMOUTH RUBBER & TRANSMISSION		Invoice Amount:	\$152.98
Pump Repair & Staff Safety Gloves 12/05/2018		Check Date:	01/22/2019
	592-291-932.000	CAMLOCK 3 MXMP	72.88
	592-291-932.000	CAMLOCK 3 FXFP	26.91
	592-172-758.000	GLOVE G-TEK MAXIFLEX XL YELLOW	52.44
	592-172-758.000	GLOVE BROWN JERSEY MENS	0.75
CHARTER TWSP OF PLYMOUTH		Invoice Amount:	\$2,071.80
Senior Transportation - November 2018		Check Date:	01/22/2019
	101-955-885.000	November 2018 - Senior Trans. Exp.	2,071.80
PLYMOUTH-CANTON COMMUNITY SCHOOLS		Invoice Amount:	\$3,974.07
November Fuel Inv. 002537 12/18/18		Check Date:	01/22/2019
	101-305-863.000	Patrol Vehicles	3,936.20
	101-325-963.000	PSA Vehicle	37.87
PLYMOUTH-CANTON COMMUNITY SCHOOLS		Invoice Amount:	\$3,197.82
December Fuel Inv. 002542 1/3/19		Check Date:	01/22/2019
	101-305-863.000	Patrol Vehicles	3,143.12
	101-325-963.000	PSA Vehicle	54.70
Premier Auto Restyling, Inc.		Invoice Amount:	\$100.00
Work on Police Expedition Vehicle Inv. 19698 12/		Check Date:	01/22/2019
	101-305-863.000	Labor	100.00
AIRGAS USA, LLC		Invoice Amount:	\$344.36
Oxygen		Check Date:	01/22/2019
	101-336-836.000	Oxygen tanks w/freight	344.36
SERENE LANDSCAPE GROUP		Invoice Amount:	\$669.65
Leaf removal Sta#2		Check Date:	01/22/2019
	101-336-776.000	Leaf pick up Sta#2 Wilcox	669.65
SERENE LANDSCAPE GROUP		Invoice Amount:	\$284.85
Leaf pick up Sta#3		Check Date:	01/22/2019
	101-336-776.000	Leaf pick up Sta#3	284.85
SERENE LANDSCAPE GROUP		Invoice Amount:	\$360.00
TOWNSHIP HALL GROUNDS LEAF REMOVAL		Check Date:	01/22/2019
	101-265-776.000	INVOICE 40593	360.00
SPALDING DEDECKER ASSOCIATES, INC.		Invoice Amount:	\$7,947.30
Spalding DeDecker - Dec. 2018 Invoice (minus Bu		Check Date:	01/22/2019
	101-371-818.500	Invoice # 78556 - Monthly Retainer	540.05

Charter Township of Plymouth
AP Invoice Listing - Board Report

Page: 9/10

71

VENDOR INFORMATION

INVOICE INFORMATION

	101-371-818.500	Inv # 78501 - Lakes of Andover- PLANNING	1,600.00
	101-371-818.500	Inv# 78503 - Hillside Residence-PLANNING	612.50
	101-371-818.500	Inv# 78504 - Beck Hotel - PLANNING	350.00
	592-172-820.000	Inv# 78515 -Water Tower Cathodic Protect	2,832.25
	101-290-818.000	Inv# 78519--Miss Dig Design Ticket - DPW	747.50
	101-290-818.000	Inv#78520 - WOW -14903 Pilot-DPW	345.00
	101-290-818.000	Inv# 78521-Verita Conduit-Port St.-DPW	172.50
	101-290-818.000	Inv#78522-AT&T 44511 W AA #A01DTJH-DPW	115.00
	101-290-818.000	Inv#78523-AT&T 47584 Galleon #A01EGS9-DP	632.50
CBTS, LLC		Invoice Amount:	\$722.19
Rack Kit and Installation - Inv. 143944 12/18/18		Check Date:	01/22/2019
	101-325-978.000	Suntel - Part # RACK-IL	258.40
	101-325-978.000	Suntel - Part #19KITRACK	383.79
	101-325-978.000	Suntel - Part #TRIPZONEA	80.00
SUPERIOR MEDICAL WASTE		Invoice Amount:	\$180.00
Medical Waste Disposal		Check Date:	01/22/2019
	101-336-836.000	Medical Waste Disposal	180.00
SURE-FIT LAUNDRY CO.		Invoice Amount:	\$18.00
Prisoner Blanket Cleaning Inv. 410798 12/20/18		Check Date:	01/22/2019
	101-325-851.400	Blanket Cleaning	18.00
SURE-FIT LAUNDRY CO.		Invoice Amount:	\$27.00
Prisoner Blanket Cleaning Inv. 411061 12/27/18		Check Date:	01/22/2019
	101-325-851.400	Blanket Cleaning	27.00
BLUE 360 MEDIA, LLC		Invoice Amount:	\$64.75
Michigan Penal Code and Motor Vehicle Law Hand		Check Date:	01/22/2019
	101-305-727.000	Fall 2018 Edition	58.00
	101-305-727.000	Shipping/Handling	6.75
WAYNE COUNTY		Invoice Amount:	\$105.00
October 2018 Prisoner Housing Inv. 297351 12/1		Check Date:	01/22/2019
	101-305-832.000	October Prisoner Housing	105.00
WCA ASSESSING		Invoice Amount:	\$905.58
WCA Assessing -December 2018 Billing -Legal Ser		Check Date:	01/22/2019
	101-209-826.000	December 2018 Legal Services	905.58
WAYNE COUNTY CLERKS - ASSOCIATION		Invoice Amount:	\$200.00
Membership Dues		Check Date:	01/22/2019
	101-215-960.000	Membership Dues - J Vorva	100.00
	101-215-960.000	Membership Dues - S Groth	100.00
WINDER POLICE EQUIPMENT		Invoice Amount:	\$2,413.70
Vehicle Install Unit 18-3 Inv. 20182694 11/30/18		Check Date:	01/22/2019
	101-305-863.000	Install New Purchased Veh Equipment	2,413.70
WINDER POLICE EQUIPMENT		Invoice Amount:	\$2,340.00
Install New Veh Equipment Inv. 20182693 11/30/		Check Date:	01/22/2019
	101-305-863.000	Labor Charges - Derick	1,800.00
	101-305-863.000	Labor Charges - Dave	540.00
WINDER POLICE EQUIPMENT		Invoice Amount:	\$1,859.15
Vehicle Install Unit 18-3 Inv. 20182692 11/30/18		Check Date:	01/22/2019
	101-305-863.000	Install Veh Equip from Old Unit 14-1	1,859.15

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

Page: 10/10

72

VENDOR INFORMATION

INVOICE INFORMATION

WINDER POLICE EQUIPMENT

Service Performed on Unit 16-1 Inv. 20182883 12

101-305-863.000

Replace fuse for spotlights

Invoice Amount:

\$90.00

Check Date:

01/22/2019

90.00

WINDER POLICE EQUIPMENT

Service Performed on Unit 17-4 Inv. 20182899 12

101-305-863.000

Remove Existing L-3 Mobile Vision Equip

Invoice Amount:

\$963.00

Check Date:

01/22/2019

963.00

WINDER POLICE EQUIPMENT

Service Performed on Unit 18-1 Inv. 20182921 12

101-305-863.000

Remove/Replace Switch Unit

Invoice Amount:

\$58.43

Check Date:

01/22/2019

58.43

WITMER PUBLIC SAFETY GROUP INC

Red Rope 200'

101-336-978.000

Red Rope 200' w/freight

Invoice Amount:

\$288.94

Check Date:

01/22/2019

288.94

WITMER PUBLIC SAFETY GROUP INC

Rope Bag

101-336-979.000

Rope Bag

Invoice Amount:

\$34.58

Check Date:

01/22/2019

34.58

HAMMERHEAD HOME SOLUTIONS LLC

REFUND OF PERMIT

101-371-965.000

PB18-1131

Invoice Amount:

\$80.00

Check Date:

01/22/2019

80.00

Total Amount to be Disbursed:

\$259,350.78

Charter Township of Plymouth
AP Invoice Listing - Board Report

P. Bonds Page: 114/117
73

VENDOR INFORMATION

INVOICE INFORMATION

35TH DISTRICT COURT		Invoice Amount:		\$190.00
BOND RECEIPT 01/10/2019		Check Date:		01/20/2019
	702-100-087.000	BOND RECEIPT 006227		140.00
	702-100-087.000	BOND RECEIPT 007848		50.00
35TH DISTRICT COURT		Invoice Amount:		\$50.00
BOND RECEIPT 01/11/2019		Check Date:		01/20/2019
	702-100-087.000	BOND RECEIPT 007850		50.00
35TH DISTRICT COURT		Invoice Amount:		\$120.00
BOND RECEIPT 01/08/2019		Check Date:		01/20/2019
	702-100-087.000	BOND RECEIPT 007845		80.00
	702-100-087.000	BOND RECEIPT 007846		40.00
Total Amount to be Disbursed:				\$360.00

Charter Township of Plymouth *Refunds*
AP Invoice Listing - Board Report

Page 17 of 74

VENDOR INFORMATION

INVOICE INFORMATION

HEMMING,POLACZYK,CRONIN,SMITH,
BD Bond Refund

701-100-202.701 BPZ18-0009

Invoice Amount: **\$616.88**
Check Date: **01/17/2019**
616.88

HEMMING,POLACZYK,CRONIN,SMITH,
BD Bond Refund

701-100-202.701 BPZ18-0007

Invoice Amount: **\$853.13**
Check Date: **01/17/2019**
853.13

Total Amount to be Disbursed: \$1,470.01

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

Weekly Page: 1/16/19
75

VENDOR INFORMATION

INVOICE INFORMATION

A T & T		Invoice Amount:	\$2,007.85
AT&T - Telephone Allocation December 2018 - R0		Check Date:	01/15/2019
101-201-853.000	Information Services		137.30
101-209-853.000	Assessing		81.98
101-371-853.000	Building		228.54
101-336-853.000	Fire		360.76
101-305-853.000	Police		365.47
101-171-853.000	Supervisor		213.66
101-253-853.000	Treasurer		182.28
101-215-853.000	Clerk		106.47
101-371-853.500	Community Development		85.07
101-325-853.000	Dispatch		137.48
592-172-853.000	Water/Sewer		50.60
101-265-854.000	Twp Hall		32.67
101-691-853.000	Park		25.57
A T & T LONG DISTANCE		Invoice Amount:	\$67.94
Long Distance Allocation November 2018		Check Date:	01/15/2019
101-201-853.000	-info services		4.65
101-209-853.000	Assessing		2.77
101-371-853.000	Building		7.73
101-336-853.000	Fire		12.21
101-171-853.000	Supervisor		7.23
101-253-853.000	Treasurer		6.17
101-215-853.000	Clerk		3.60
101-371-853.500	Community Development (Planning)		2.88
101-325-853.000	Dispatch		4.65
101-265-854.000	Township Hall		1.10
101-691-853.000	Park		0.87
592-172-853.000	DPW		1.71
101-305-853.000	Police		12.37
WOW! BUSINESS		Invoice Amount:	\$20.48
Police Dept. Service Charges December 2018 Acc		Check Date:	01/15/2019
101-305-921.000	Police Dept.		20.48
Total Amount to be Disbursed:			\$2,096.27

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

Week of 1/14/19
1/16/19
Page: 1/2
76

VENDOR INFORMATION

INVOICE INFORMATION

AMERITAS LIFE INSURANCE CORP.		Invoice Amount:	\$1,911.64
AMERITAS DENTAL ACTIVE EMPLOYEES - Jan/ Fe		Check Date:	01/16/2019
101-171-714.000	Supervisor Dept.		28.40
101-201-714.000	Information Services		89.88
101-215-714.000	Clerk Dept.		171.64
101-253-714.000	Treasury		143.24
101-265-714.000	Twp. Hall (Haack)		53.56
101-305-714.000	Police Dept.		1,912.40
101-325-714.000	Dispatch		731.20
101-336-714.000	Fire Dept.		1,527.32
101-371-714.000	Building Dept.		196.60
588-588-714.000	Senior Trans (Boyce)		89.88
226-226-714.000	Solid Waste (Visel)		89.88
592-172-714.000	DPS Clerical		110.16
592-291-714.000	DPW - Supervisory		118.28
101-171-714.000	One time adjustment (Supervisor)		(18.09)
101-201-714.000	One time adjustment (IT)		(57.29)
101-215-714.000	One time adjustment (Clerk)		(109.42)
101-253-714.000	One time adjustment (treasury)		(91.34)
101-265-714.000	One time adjustment (Twp Hall)		(33.84)
101-305-714.000	One time adjustment (PD)		(1,217.60)
101-325-714.000	One time adjustment (Disptch)		(465.39)
101-336-714.000	One time adjustment (Fire)		(972.34)
101-371-714.000	One time adjustment (Building)		(125.31)
588-588-714.000	One time adjustment (Senior Trans)		(57.29)
226-226-714.000	One time adjustment (Solid Waste)		(57.29)
592-172-714.000	One time adjustment (PS)		(70.02)
592-291-714.000	One time adjustment (PW)		(75.58)
AMERITAS LIFE INSURANCE CORP.		Invoice Amount:	\$11,255.44
AMERITAS DENTAL-RETIREEES - JAN/FEB. 2019 (\$		Check Date:	01/16/2019
101-290-714.500	General Retirees		487.12
101-305-714.500	Police Retirees		678.44
101-325-714.500	Dispatch Retiree		53.36
101-336-714.500	Fire Dept. Retirees		1,240.44
592-172-714.500	DPS Clerical Retiree		28.40
592-291-714.500	DPW - Retiree		348.56
101-171-714.000	Adjustment (Misc)(Coobatis)		13.44
101-290-714.500	One time adjustment (General)		1,443.25
101-305-714.500	One time adjustment (PD)		2,010.64
101-325-714.000	One time adjustment (Dispatch)		158.02
101-336-714.500	One time adjustment (Fire)		3,675.86
592-172-714.500	One time adjustment (DPS)		84.05
592-291-714.500	One time adjustment (DPW)		1,033.86
BLUE CROSS/BLUE SHIELD OF MICHIGAN		Invoice Amount:	\$4,518.36
BCBS of MI - Retiree Health Care -February 2019		Check Date:	01/16/2019
101-290-714.500	General Retirees		502.04
101-305-714.500	Police Retirees		502.04
101-336-714.500	Fire Retirees		3,514.28
COMCAST		Invoice Amount:	\$194.85
January 2019 Internet service - Acct. # 90091367		Check Date:	01/16/2019
101-691-921.000	Lakepointe Soccer fields		64.95
101-336-921.000	FS#3		64.95
101-325-853.400	Video arraignment		64.95

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

Page: 2/2

77

VENDOR INFORMATION

INVOICE INFORMATION

FIDELITY SECURITY LIFE INSURANCE CO

Invoice Amount: \$944.38

EYEmed INV. 163755346 - Current Employees -Ja

Check Date: 01/16/2019

101-171-714.000	Supervisor Dept.	5.69
101-201-714.000	Info Systems	15.87
101-215-714.000	Clerk Dept.	21.56
226-226-714.000	Solid Waste (Visel)	15.87
101-253-714.000	Treasurer Dept.	26.68
101-265-714.000	Township Hall (Haack)	10.81
101-305-714.000	Police Dept.	359.87
101-325-714.000	Dispatch	133.91
101-336-714.000	Fire Dept.	257.01
101-371-714.000	Building Dept.	37.49
588-588-714.000	Senior Trans (Boyce)	15.87
592-172-714.000	Public Services	22.19
592-291-714.000	Public Works Admin.	21.56

FIDELITY SECURITY LIFE INSURANCE CO

Invoice Amount: \$575.36

EYEmed INV 163754924 - Retirees -January 2019

Check Date: 01/16/2019

101-290-714.500	General Retirees	98.43
101-305-714.500	Police Dept. Retirees	130.11
101-325-714.500	Dispatch Retiree	10.81
101-336-714.500	Fire Dept. Retirees	243.90
592-172-714.500	Public Services Retiree	5.69
592-291-714.000	Public Works Retirees	70.55
101-371-714.500	Building Retirees	15.87

RESERVE ACCOUNT

Invoice Amount: \$6,000.00

Postage

Check Date: 01/16/2019

101-215-727.000	Postage for Meter, Acct 10869865	6,000.00
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Total Amount to be Disbursed: \$25,400.03

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

10X KETAKAS 11/10/11
78

VENDOR INFORMATION

INVOICE INFORMATION

JIWON & AMANDA PARK

2018 Sum Tax Refund R-78-036-05-0163-000

703-000-202.000

ACCOUNTS PAYABLE

Invoice Amount:

\$3,518.12

Check Date:

01/09/2019

3,518.12

NAMIR GHARAIBEH

2018 Sum Tax Refund R-78-017-08-0060-000

703-000-202.000

ACCOUNTS PAYABLE

Invoice Amount:

\$1,099.49

Check Date:

01/09/2019

1,099.49

CORELOGIC

2018 Win Tax Refund R-78-060-01-0031-000

703-000-202.000

ACCOUNTS PAYABLE

Invoice Amount:

\$0.31

Check Date:

01/09/2019

0.31

CORELOGIC

2018 Win Tax Refund R-78-032-01-0022-000

703-000-202.000

ACCOUNTS PAYABLE

Invoice Amount:

\$800.10

Check Date:

01/09/2019

800.10

CORELOGIC

2018 Win Tax Refund R-78-057-03-0070-000

703-000-202.000

ACCOUNTS PAYABLE

Invoice Amount:

\$1,736.63

Check Date:

01/09/2019

1,736.63

CORELOGIC

2018 Win Tax Refund R-78-059-02-0015-000

703-000-202.000

ACCOUNTS PAYABLE

Invoice Amount:

\$875.92

Check Date:

01/09/2019

875.92

CORELOGIC

2018 Win Tax Refund R-78-022-03-0694-000

703-000-202.000

ACCOUNTS PAYABLE

Invoice Amount:

\$823.89

Check Date:

01/09/2019

823.89

Total Amount to be Disbursed:

\$8,854.46

Charter Township of Plymouth
AP Invoice Listing - Board Report

10X Return 1/1
1/9/19 79

VENDOR INFORMATION

INVOICE INFORMATION

LERETA, LLC

Invoice Amount: \$592.58

DUPLICATE PAYMENT R-78-059-01-0037-000

Check Date: 01/06/2019

703-000-202.000

ACCOUNTS PAYABLE

592.58

Total Amount to be Disbursed:

\$592.58

Charter Township of Plymouth
AP Invoice Listing - Board Report

P. BONAS Page: 11/11/11
80

VENDOR INFORMATION

INVOICE INFORMATION

35TH DISTRICT COURT
BOND RECEIPT 12/28/2018

702-100-087.000 007865

Invoice Amount: **\$100.00**
Check Date: **01/11/2019**
100.00

35TH DISTRICT COURT
BOND RECEIPT 12/21/2018

702-100-087.000 007864

Invoice Amount: **\$300.00**
Check Date: **01/11/2019**
300.00

Total Amount to be Disbursed: \$400.00

Charter Township of Plymouth
AP Invoice Listing - Board Report

P. Bonds⁸¹ 1/9/19

81

VENDOR INFORMATION

INVOICE INFORMATION

35TH DISTRICT COURT

Invoice Amount:

\$560.00

BOND RECEIPT 01/02/2019

Check Date:

01/13/2019

702-100-087.000

007873

500.00

702-100-087.000

007871

60.00

Total Amount to be Disbursed:

\$560.00

Charter Township of Plymouth
AP Invoice Listing - Board Report

Weekly 78: 1/1
1/9/18 82

VENDOR INFORMATION

INVOICE INFORMATION

A T & T

AT&T - Telephone Allocation December 2018 - Ac

101-336-853.000 Fire
101-265-853.000 Twp. Hall
101-691-853.000 Parks
592-291-853.000 DPW

Invoice Amount: **\$351.59**

Check Date: **01/09/2019**

119.53
28.13
28.13
175.80

CONSUMERS ENERGY

DPW CHARGES ONLY monthly -Dec. 2018

592-172-921.000 DPW Consumers Energy

Invoice Amount: **\$1,137.31**

Check Date: **01/09/2019**

1,137.31

DTE ENERGY

DTE Service - Municipal Street Light December 20

101-446-920.000 December 2018 Municipal Street Light

Invoice Amount: **\$5,657.18**

Check Date: **01/09/2019**

5,657.18

NATIONWIDE RET SOL USCM/MIDWEST

Nationwide - Contribs. for payending 12-30--18- s

101-100-239.000 Contributions for payending 12-30-18

Invoice Amount: **\$16,423.79**

Check Date: **01/09/2019**

16,423.79

Total Amount to be Disbursed: \$23,569.87

Charter Township of Plymouth AP Invoice Listing - Board Report

Wesley Page: 1/3
 1/9/19 83

VENDOR INFORMATION

INVOICE INFORMATION

ALERUS FINANCIAL

Defined Contribution - PAYDATE January 4, 2019

101-325-714.050

101-100-231.000

101-305-714.030

Define Contribution -Dispatch (Employer)

Employee Cont -all

Define Contribution-Police (ER)

Invoice Amount:

\$5,445.48

Check Date:

01/10/2019

1,610.52

1,427.13

2,407.83

C.O.A.M. - PLYMOUTH TOWNSHIP

COAM Union Dues - January 2019

101-100-232.050

101-100-232.050

101-100-232.050

101-100-232.050

101-100-232.050

Fetner, William J.

Hoffman, Marc

Krebs, Ryan

Rupard, Bryan

Seipenko, Todd

Invoice Amount:

\$363.20

Check Date:

01/10/2019

72.64

72.64

72.64

72.64

72.64

JOHN HANCOCK LIFE INSURANCE CO.

JOHN HANCOCK EMPLOYEE CONTRIB 1-4-19 (spr

101-100-231.000

Employee Contribution (EEMBT)(EEVND)

Invoice Amount:

\$4,235.26

Check Date:

01/10/2019

4,235.26

JOHN HANCOCK LIFE INSURANCE CO.

JOHN HANCOCK EMPLOYER PEN MATCH 1-4-19 (

588-588-714.010

101-171-714.010

101-201-714.010

101-215-714.010

101-253-714.010

101-305-714.010

101-325-714.010

101-336-714.020

101-336-714.010

101-371-714.010

101-265-714.010

592-172-714.010

226-226-714.010

592-291-714.040

592-291-714.010

Friendship Station (Boyce)

Supervisor's Office

IT Services (Janks)

Clerk's Office

Treasurer's Office

Police Dept.

Dispatch (Bonadeo)

Fire Dept

Fire (Admin) (Jowsey)

Building Dept.

Township Hall (Haack)

Public Services (Cobb, Latawiec, Martin)

Solid Waste (Visel)

DPW

DPW (Fellrath & Hamann)

Invoice Amount:

\$14,991.95

Check Date:

01/10/2019

230.63

990.60

563.36

1,817.58

954.29

631.21

286.99

3,201.26

249.75

1,180.97

238.39

823.73

315.79

2,535.24

972.16

P.O.A.M. - PLYMOUTH TOWNSHIP

POAM & Dispatch Union Dues -January 2019 (2 s

101-100-232.010

101-100-232.040

POAM Union Dues 1-19

Dispatch Union Dues 1-19

Invoice Amount:

\$2,074.08

Check Date:

01/10/2019

1,554.08

520.00

CHARTER TWSP OF PLYMOUTH

Plymouth Township - Water/Sewer January 2019

101-171-921.000

101-201-921.000

101-209-921.000

101-215-921.000

101-253-921.000

101-265-854.000

101-305-921.000

101-325-921.000

101-336-921.000

101-371-921.000

101-371-921.500

101-691-921.000

226-226-921.000

592-172-921.000

Supervisor

Information Services

Assessors

Clerk

Treasurer

Township Hall

Police

Communications/Dispatch

Fire

Building

Community Development

Park

Solid Waste

DPW Admin / General Expense

Invoice Amount:

\$1,406.30

Check Date:

01/10/2019

35.95

19.22

10.29

31.24

13.05

52.33

103.23

21.49

426.55

22.63

12.68

323.60

2.98

161.27

Charter Township of Plymouth
AP Invoice Listing - Board Report

Page: 2/3

84

VENDOR INFORMATION

INVOICE INFORMATION

510-510-737.000	Golf Course	91.09
592-444-745.000	Power and Pumping	53.87
588-588-921.000	Friendship Station	3.34
101-325-921.400	Dispatch (Admin)	21.49

TEAMSTER LOCAL # 214

Teamster Local #214 January 2019

Invoice Amount: \$484.00
Check Date: 01/10/2019

101-100-232.030	Bartlett, James	55.00
101-100-232.030	Kitchen, Spencer	46.00
101-100-232.030	Krueger, Randy	58.00
101-100-232.030	Melow, Steven	58.00
101-100-232.030	Nelson, David	55.00
101-100-232.030	Overaitis, Joseph	55.00
101-100-232.030	Pumphrey, Z	50.00
101-100-232.030	Scholten, James	55.00
101-100-232.030	Thomas, James	52.00

TECHNICAL, PROFESSIONAL AND OFFICE-

TPOAM Union Deductions - January 2019

Invoice Amount: \$434.00
Check Date: 01/10/2019

101-100-232.060	Bonadeo, Karen E.	31.00
101-100-232.060	Bono, Jennifer A.	15.50
101-100-232.060	Devoto, Claudia P.	15.50
101-100-232.060	Gordon, Cheryl	31.00
101-100-232.060	Haack, David	31.00
101-100-232.060	Jowsey, Nancy	31.00
101-100-232.060	Kline, Anne E.	46.50
101-100-232.060	Latawiec, Kelly	31.00
101-100-232.060	Leclair, Diane L.	31.00
101-100-232.060	MacDonald, Kenneth E.	31.00
101-100-232.060	Martin, Carol R.	31.00
101-100-232.060	Palmarчук, Cheri	31.00
101-100-232.060	Truesdell, Mary Ann	15.50
101-100-232.060	Visel, Sarah J.	31.00
101-100-232.060	Richardson, Mike	15.50
101-100-232.060	MacDonell, Carol	15.50

UNUM LIFE INSURANCE CO. OF AMERICA

UNUM Premium Statement - January 2019

Invoice Amount: \$4,992.93
Check Date: 01/10/2019

101-171-714.000	Supervisor's Dept.	117.47
101-201-714.000	Information Systems	69.00
101-215-714.000	Clerk's Dept.	236.00
101-253-714.000	Treasurer's Dept.	116.60
101-265-714.000	Township Hall (Haack)	37.76
101-305-714.000	Police Dept.	1,709.12
101-325-714.000	Dispatch Dept.	579.08
101-336-714.000	Fire Dept.	1,257.21
101-371-714.000	Building Dept.	160.05
226-226-714.000	Solid Waste	46.37
588-588-714.000	Senior Trans.	36.90
592-172-714.000	Public Services	125.39
592-291-714.000	Public Works	501.98

VERIZON WIRELESS

January 2019 Wireless Billing Acct #2 MI DEAL A

Invoice Amount: \$1,032.27
Check Date: 01/10/2019

592-291-853.000	DPW	488.36
101-201-853.000	Info services wireless devices	0.24
101-336-853.000	Fire wireless devices	200.05
101-691-853.000	Park foreman wireless device iPad	40.01

Charter Township of Plymouth
AP Invoice Listing - Board Report

Page: 3 / 3

85

VENDOR INFORMATION

INVOICE INFORMATION

588-588-853.000	Friendship Station	110.60
101-325-853.000	Dispatch	103.49
226-226-853.000	Solid Waste - Sarah Visel	51.51
805-805-970.005	Sidewalk Inspec. I-Pad	38.01

VERIZON WIRELESS

Invoice Amount: \$967.85

January 2019 Wireless Billing Acct #1 - 58576292

Check Date: 01/10/2019

592-172-853.000	DPW wireless devices	114.17
101-201-853.000	Info services wireless devices	60.73
101-336-853.000	Fire wireless devices	141.47
101-691-853.000	Park foreman wireless device	50.12
101-253-853.000	Treasurer Wireless Service	50.73
101-305-853.000	Police Dept. wireless service	305.38
101-371-853.000	Building Dept. Wireless Services	245.25

Total Amount to be Disbursed: \$36,427.32

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**ITEM E
PUBLIC COMMENTS AND QUESTIONS
(LIMITED TO 3 MINUTES)**

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**NEW
BUSINESS**

**ITEM F.1
PUBLIC HEARING FOR BOND SALE
INDEPENDENCE VILLAGE**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: January 22, 2019

ITEM: Public Hearing to allow for the sale of bonds to accommodate the purchase of Independence Village located at 14707 Northville Road by Great Lakes Senior Living Communities, LLC, a nonprofit 501(c)(3) organization.

PRESENTERS: Clerk Vorva

BACKGROUND: Great Lakes Senior Living Communities, LLC (GLSLC), a nonprofit 501(c)(3) organization is in the process of acquiring Independence Village of Plymouth, which is located at 14707 Northville Road. The acquisition is part of a multi-state transaction which would allow the Arizona Industrial Development Authority (AZIDA) to issue tax exempt private activity bonds to cover the costs of acquiring the Independence Village of Plymouth property.

The Internal Revenue code provides that issuance of these bonds must be approved; by the issuing authority (AZIDA) **AND** each governmental unit having jurisdiction over the area in which the facility is located. Approval by the governing authority cannot occur until such time as a "Notice of Public Hearing" has been published and a Public Hearing is held.

Public Hearing opened by Supervisor Heise at _____ PM

Public Hearing closed by Supervisor Heise at _____ PM.



GREAT LAKES SENIOR LIVING COMMUNITIES LLC

January 11, 2019

Charter Township of Plymouth, Michigan
Attention: Kurt Heise, Supervisor
Plymouth, MI 48170

Re: Independence Village of Plymouth

Dear Mr. Heise:

As you are aware, Great Lakes Senior Living Communities, LLC ("GLSLC"), a nonprofit 501(c)(3) organization, is in the process of acquiring the Independence Village of Plymouth (the "Community") located in the Charter Township of Plymouth at 14707 Northville Road. The Community contains 209 units and offers independent living services for seniors. This acquisition is part of a larger transaction in which GLSLC will acquire eight Independence Village senior living communities located in Michigan and Ohio. Given the multi-state nature of the transaction, GLSLC has requested that the Arizona Industrial Development Authority ("AZIDA") issue the tax-exempt bonds for this transaction. The plan of financing is for AZIDA to issue its tax-exempt private activity bonds (the "Bonds") to finance the acquisition of the eight facilities, including the Community. A portion of the proceeds of the Bonds will be allocated to the costs of acquiring the Community.

As you are further aware, under the Internal Revenue Code of 1986, as amended (the "Code"), issuance of the Bonds must be approved by AZIDA and each governmental unit having jurisdiction over the area in which any facility is located. Accordingly, GLSLC has requested the Township Board's assistance in holding a public hearing at its January 22, 2019 meeting and, upon completion of the public hearing to the Township Board's satisfaction, to adopt a resolution approving the issuance of the Bonds. Following the acquisition of the Community, GLSLC will continue to own and operate the Community as an independent living facility for seniors.

Finally, based upon the nonprofit status of GLSLC, the Community may qualify for exemption from the collection of property taxes pursuant to the Michigan General Property Tax Act ("Property Tax Act"). Notwithstanding the potential qualification for property tax exemption, the purpose of this letter is to confirm that GLSLC (including any affiliate, subsidiary, or a to-be-formed limited liability company related thereto) will not apply for or otherwise claim an exemption from the collection of property taxes under the Property Tax Act with respect to the Community.

Should you have any questions regarding this matter, please do not hesitate to contact the undersigned.

Sincerely yours,

Steve E. Hicks
Chief Executive Officer

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**NEW
BUSINESS**

**ITEM F.2
LOCAL JURISDICTIONAL APPROVAL FOR
SALE OF TAX EXEMPT BONDS – GREAT
LAKES SENIOR LIVING COMMUNITIES
INDEPENDENCE VILLAGE
RESOLUTION #2019-01-22-05**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: January 22, 2019

ITEM: Great Lakes Senior Living Communities, LLC host jurisdiction approval of the issuance of tax-exempt bonds by the Arizona Industrial Development Authority to finance purchase of Independence Village of Plymouth, Resolution #2019-01-22-05

PRESENTERS: Supervisor Heise, Attorney Bennett

BACKGROUND: Great Lakes Senior Living Communities, LLC ("GLSLC") seeks "host" jurisdiction approval of the issuance of tax-exempt bonds by the Arizona Industrial Development Authority ("AZIDA") to finance GLSLC's acquisition of Independence Village of Plymouth. Under federal tax law, issuance of the bonds requires the approval of AZIDA (approved 12/19/18) and the "host" jurisdiction where the financed facility is located. GLSLC anticipates allocating \$59,500,000 of the bond proceeds to the purchase of the Plymouth facility. No new construction and no change in resident care are expected. GLSLC will own the Plymouth facility, and the current management company will continue to manage the facility. Approval allows the financing to proceed on a tax-exempt basis. Approval does not pledge Township credit or obligate it to pay any portion of debt service. GLSLC has also stated that it does not plan to claim a tax-exempt status with the Township (see attached letter from Providence Resource Group on behalf of GLSLC).

PROPOSED MOTION: I move to approve Resolution #2019-01-22-05, authorizing the Local Host Jurisdiction approval of Great Lakes Senior Living Communities, LLC issuance of tax-exempt bonds by the Arizona Industrial Development Authority to finance purchase of Independence Village of Plymouth based on the attached resolution and letter dated January 11, 2019 by Providence Resource Group.

Moved By _____ Seconded By _____

ROLL CALL:

___Clinton___ Dempsey,___ Doroshewitz,___Heise,___Heitman,___Vorva,___Curmi

RESOLUTION 2019-01-22-05
BOARD OF TRUSTEES RESOLUTION
CHARTER TOWNSHIP OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

A RESOLUTION APPROVING, SOLELY FOR THE PURPOSE OF SECTION 147(f) OF
THE INTERNAL REVENUE CODE OF 1986, THE ISSUANCE BY THE ARIZONA
INDUSTRIAL DEVELOPMENT AUTHORITY OF NOT TO EXCEED \$400,000,000 SENIOR
LIVING REVENUE BONDS (GREAT LAKES SENIOR LIVING COMMUNITIES LLC)

Minutes of a regular meeting of the Board of Trustees of the Charter Township of Plymouth, Wayne County, Michigan, held on January 22, 2019, at which the following members were present:

and the following were absent: _____

The following preamble and resolution were offered by Trustee _____
and supported by Trustee _____:

WHEREAS, the Arizona Industrial Development Authority, an Arizona nonprofit corporation designated as a political subdivision of the State of Arizona and incorporated with the approval of the Arizona Finance Authority under the laws of the State of Arizona (the "Issuer") proposes to issue its Senior Living Revenue Bonds (Great Lakes Senior Living Communities LLC Project) pursuant to the Industrial Development Financing Act, Title 35, Chapter 5, Articles 1 through 5 of the Arizona Revised Statutes, as amended (the "Act"), in one or more series in an aggregate principal amount not to exceed \$400,000,000 (the "Bonds").

WHEREAS, the Issuer will loan the proceeds of the sale of the Bonds to Great Lakes Senior Living Communities LLC, a Delaware single member limited liability company, an affiliate, subsidiary or a to-be-formed limited liability company related thereto (the "Borrower") and used to finance all or a portion of certain "projects," which consist of: (i) financing or refinancing the costs of the acquisition, improvement, equipping, renovation or other expenditures with respect to certain qualified residential rental facilities constituting supportive living facilities, including without limitation the senior living community known as "Independence Village of Plymouth" located at 14707 Northville Rd., Plymouth, Michigan, which contains approximately 209 units (the "Independence Village of Plymouth Project"); (ii) funding any required reserve funds; (iii) paying capitalized interest on the Bonds, if any, (iv) funding working capital, if any, and (v) paying costs of issuance of the Bonds;

WHEREAS, it is anticipated that all or a substantial portion of the Bonds are expected to be issued as “qualified 501(c)(3) bonds” pursuant to Section 145 of the Internal Revenue Code of 1986, as amended, the “Code.”

WHEREAS, the Independence Village of Plymouth Project is located within the Charter Township of Plymouth, Wayne County, Michigan (the “Township”) and not more than \$59,500,000 of the proceeds of the Bonds are expected to be allocated to the Independence Village of Plymouth Project;

WHEREAS, the Bonds will be special obligations of the Issuer and will not constitute a debt or pledge of the faith and credit or the taxing power of the Issuer or the Township, and the Board of Directors of the Issuer adopted on December 19, 2018 a resolution approving the issuance of the Bonds (the “Issuer Resolution”);

WHEREAS, the Board of Trustees (the “Board”), after prior public notice published in the Plymouth Eagle held a public hearing concerning the issuance of the Bonds on January 22, 2019 all in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), and prior to such public hearing and during such public hearing no comments were received by the Board of Trustees opposed to the Independence Village of Plymouth Project or the Bonds;

WHEREAS, Section 147(f) of the Code requires, as a prerequisite to the issuance of the Bonds, that this Board approve the issuance of the Bonds as the “applicable elected representative” of the Township, and solely for the purpose of satisfying, the host jurisdiction approval requirements of Section 147(f) of the Code; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Charter Township of Plymouth, Wayne County, Michigan, that:

Section 1. Public Approval. This Board, as the “applicable elected representative” with respect to the Township for purposes of Section 147(f) of the Code, and in reliance on the findings and determinations of the Issuer, as evidenced in the Issuer Resolution, hereby approves the issuance of the Bonds in an aggregate principal amount not to exceed \$400,000,000, for purposes of assisting the Borrower in financing, among other projects, the costs of the Independence Village of Plymouth Project, as more particularly described in the notice of public hearing, a copy of which is attached as Exhibit A. The foregoing approval is given in accordance with and solely to satisfy the requirements of Section 147(f) of the Code and does not obligate the Township in any way with respect to the Bonds or the Independence Village of Plymouth Project.

Section 2. Legal Requirements. This Board hereby ratifies and approves the actions taken by any member of this Board or officer or employee of the Township with respect to the Bonds and the public hearing of this Board conducted in relation to those Bonds. This resolution does not constitute a finding of this Board as to the compliance or noncompliance by the Issuer or the Borrower with respect to any legal requirements imposed upon them in connection with the issuance of the Bonds.

Section 3. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. Effective Date. This Resolution will take effect and be in force immediately upon its adoption.

Upon roll call the vote resulted as follows:

YEAS: _____

NAYS: _____

ABSTENTIONS _____

RESOLUTION #2019-01-22-05 DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
 COUNTY OF WAYNE)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees of the Charter Township of Plymouth, Wayne County, Michigan at a regular meeting held on January 22, 2019, an original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by publication or posting of at least eighteen (18) hours prior to the time set for the meeting.

Dated: _____

 Plymouth Charter Township Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that a public hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") will be held with respect to the proposed issuance by the Arizona Industrial Development Authority ("AZIDA") of its revenue notes, bonds or other obligations in one or more series from time to time pursuant to a plan of financing (the "Bonds"), in an aggregate principal amount not to exceed \$400,000,000. The hearing will be held by the Board of Trustees of the Charter Township of Plymouth (the "Township"), on January 22, 2019, and will commence at 7:00 p.m., or as soon thereafter as the matter can be heard, and will be held at the Charter Township of Plymouth Township Hall, 9955 N. Haggerty Rd., Plymouth, Michigan.

The Bonds are expected to be issued pursuant to the Industrial Development Financing Act, Title 35, Chapter 5, Articles 1 through 5 of the Arizona Revised Statutes, as amended (the "Act"), by AZIDA, an Arizona nonprofit corporation designated as a political subdivision of the State of Arizona, incorporated with the approval of the Arizona Finance Authority, pursuant to the provisions of the Constitution and laws of the State of Arizona and the Act. The proceeds from the sale of the Bonds will be loaned to Great Lakes Senior Living Communities LLC, a Delaware single member limited liability company, an affiliate, subsidiary or a to-be-formed limited liability company related thereto (the "Borrower") and used to finance all or a portion of certain "Projects," which consist of: (i) financing or refinancing the costs of the acquisition, improvement, equipping, renovation or other expenditures with respect to certain qualified residential rental facilities constituting supportive living facilities, including without limitation not more than \$59,500,000 proceeds of the Bonds to be allocated to the senior living community known as "Independence Village of Plymouth" located at 14707 Northville Rd., Plymouth, Michigan, which contains approximately 209 units (the "Independence Village of Plymouth Project"); (ii) funding any required reserve funds; (iii) paying capitalized interest on the Bonds, if any, (iv) funding working capital, if any, and (v) paying costs of issuance of the Bonds. All or a substantial portion of the Bonds are expected to be issued as qualified "501(c)(3) bonds" pursuant to Section 145 of the Code. The Borrower will own the Projects and Senior Village Management LLC will manage the Projects. The single member of the Borrower is Provident Resources Group, Inc., a nonprofit corporation organized and existing under the laws of the State of Georgia.

The Bonds will be special limited obligations of AZIDA payable solely from the loan repayments to be made by the Borrower and certain funds and accounts and assets to be established by the indenture of trust for the Bonds. The proposed Bonds shall not constitute an indebtedness or pledge of the Township within the meaning of any constitutional or statutory provision, and the owners of the proposed Bonds shall not be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues of the Township.

At the time and place set for the public hearing, interested persons will be given the opportunity to express their views, both orally and in writing, on the merits of the Independence Village of Plymouth Project, its location, the issuance of the Bonds or related matters. Written comments will be accepted by the Board of Trustees of the Township located at 9955 N. Haggerty Rd., Plymouth, Michigan, 48170 but must be received prior to the close of the hearing.

Publish: January 3, 2019

Jerry Vorva, Clerk
Charter Township of Plymouth



GREAT LAKES SENIOR LIVING COMMUNITIES LLC

January 11, 2019

Charter Township of Plymouth, Michigan
Attention: Kurt Heise, Supervisor
Plymouth, MI 48170

Re: Independence Village of Plymouth

Dear Mr. Heise:

As you are aware, Great Lakes Senior Living Communities, LLC ("GLSLC"), a nonprofit 501(c)(3) organization, is in the process of acquiring the Independence Village of Plymouth (the "Community") located in the Charter Township of Plymouth at 14707 Northville Road. The Community contains 209 units and offers independent living services for seniors. This acquisition is part of a larger transaction in which GLSLC will acquire eight Independence Village senior living communities located in Michigan and Ohio. Given the multi-state nature of the transaction, GLSLC has requested that the Arizona Industrial Development Authority ("AZIDA") issue the tax-exempt bonds for this transaction. The plan of financing is for AZIDA to issue its tax-exempt private activity bonds (the "Bonds") to finance the acquisition of the eight facilities, including the Community. A portion of the proceeds of the Bonds will be allocated to the costs of acquiring the Community.

As you are further aware, under the Internal Revenue Code of 1986, as amended (the "Code"), issuance of the Bonds must be approved by AZIDA and each governmental unit having jurisdiction over the area in which any facility is located. Accordingly, GLSLC has requested the Township Board's assistance in holding a public hearing at its January 22, 2019 meeting and, upon completion of the public hearing to the Township Board's satisfaction, to adopt a resolution approving the issuance of the Bonds. Following the acquisition of the Community, GLSLC will continue to own and operate the Community as an independent living facility for seniors.

Finally, based upon the nonprofit status of GLSLC, the Community may qualify for exemption from the collection of property taxes pursuant to the Michigan General Property Tax Act ("Property Tax Act"). Notwithstanding the potential qualification for property tax exemption, the purpose of this letter is to confirm that GLSLC (including any affiliate, subsidiary, or a to-be-formed limited liability company related thereto) will not apply for or otherwise claim an exemption from the collection of property taxes under the Property Tax Act with respect to the Community.

Should you have any questions regarding this matter, please do not hesitate to contact the undersigned.

Sincerely yours,

Steve E. Hicks
Chief Executive Officer

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**NEW
BUSINESS**

**ITEM F.3
CONTRACT WITH AVM VENTURES
MANAGEMENT OF HILLTOP GOLF COURSE
RESOLUTION #2019-01-22-06**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: January 22, 2019

ITEM: Contract with AVM Ventures Inc., for Management of Hilltop Golf Course

PRESENTERS: Supervisor Heise

BACKGROUND: I am requesting the Board approve the attached contract with ADM Ventures, Inc., for the Management of Hilltop Golf Course. This item was discussed at our Study Session on January 15. The document before you is the 'marked up' copy, representing the latest version of the contract. Work will still need to be performed on some of the exhibits; however time is of the essence on the contract, with the Township Attorney having the final approval pending finalization of the exhibits. A clean copy will be provided once everything is complete.

PROPOSED MOTION: I move that the Board of Trustees APPROVE Resolution #2019-01-22-06 authorizing the Supervisor and Clerk to sign the attached Contract with AVM Ventures, Inc. for the management of Hilltop Golf Course, subject to final approval by the Township Attorney.

Moved By _____ Seconded By _____

ROLL CALL:

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

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

RESOLUTION # 2019-01-22-06

CONTRACT WITH AVM VENTURES FOR MANAGEMENT OF HILLTOP GOLF COURSE

At a regular meeting of the Board of Trustees for the Charter Township of Plymouth (the "Board"), held at Township Hall located at 9955 N. Haggerty Road, Plymouth, Michigan on January 22, 2019, the following resolution was offered:

WHEREAS, the Charter Township of Plymouth Board of Trustees has diligently sought out options, alternatives and solutions to continued operation of our Municipal Golf Course, also known as Hilltop Golf Course and,

WHEREAS, the Board convened a Golf Course Committee comprised of citizens, golf course professionals and the Board, with the purpose of evaluating the current status of the Course, the management agreement, and ideas and input into improvement possibilities and,

WHEREAS, the Board of Trustees solicited bids for the management and operation of the Golf Course, and,

WHEREAS, the Board has determined it is in the best interest of the community to exercise a management contract with AVM Ventures, a professional golf course operator and,

NOW, THEREFORE, be it resolved that the Board of Trustees of the Charter Township of Plymouth hereby approves Resolution #2019-01-22-06, authorizing the Supervisor and Clerk to sign the contract subject to final approval by the Township Attorney.

Present: [Vorva, Curmi, Clinton, Heitman, Doroshewitz, Dempsey, Heise]

Moved by: _____

Supported by: _____

Roll Call Vote

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

Adopted: Regular Meeting of _____ 2019

Jerry Vorva, Clerk, Charter Township of Plymouth

Certification

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

I hereby certify that the foregoing is a true copy of the above Resolution, the original of which is on file in my office.

Jerry Vorva, Clerk
Charter Township of Plymouth

Date

Resolution: 2019-01-22-06

MANAGEMENT AGREEMENT - HILLTOP GOLF COURSE

THIS MANAGEMENT AGREEMENT – HILLTOP GOLF COURSE (“Agreement”) is made as of this ____ day of January, 2019 by and between ADM Ventures Inc. (“AMV”), a Michigan corporation, having an address at 1586 Rockfield, Troy, MI 48085, and Charter Township of Plymouth (“Township”), a Michigan Municipal Corporation, having an address at 9955 N. Haggerty Road, Plymouth Township, Michigan 48170.

WHEREAS, Township owns certain real property, buildings and equipment commonly known as Hilltop Golf Course (“Golf Course”). The Golf Course is located within the Township. Golf Course is currently an 18-hole golf course, with a clubhouse, and other amenities, and the real property is located at 47000 Powell Rd., Plymouth Township, Michigan 48170 and legally described on Exhibit C.

WHEREAS, Township recognizes the benefit of engaging a third party management company to manage the affairs of the Golf Course for the benefit of the public.

WHEREAS, AMV is in the business of managing golf courses,

WHEREAS, Township desires to utilize the services and experience of AMV in connection with the management and operation of the Golf Course, and AMV desires to render such services, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements of the parties contained herein, it is mutually agreed as follows:

1. AGREEMENT. Township’s Request for Proposal attached at (Exhibit A) and AMV’s Response to the Request for Proposal (Exhibit B) are incorporated and made a part of this Agreement hereof as if fully set forth herein.

2. DEFINITIONS. The following terms, as used in this Agreement, shall have the following meaning, unless otherwise set out in this Agreement.

A. Annual Budget and Program: Documents shared by AMV for the operation of the Golf Course to the Township as part of the Township’s annual budget process, including but not limited to the following:

1. An annual operating budget, including a projection of anticipated monthly revenues and expenses and cash flows for the Golf Course for the following fiscal year, including, without limitation;

a. A reasonable contingency and anticipated working capital requirements budget for the next fiscal year;

b. A recommended capital improvements budget for the next fiscal year;

c. A staffing plan and organizational chart for ~~AVM's~~AMV's operation of the Golf Course.

d. A general marketing and operational program with respect to the Golf Course, including, without limitation: operating policies, standards for operation and quality of service standards.

2. AMV's hours of operation of the Golf Course, clubhouses, and pro shops, menu for the food and beverage service, merchandise for the pro shop, proposal for providing lessons, and golf camp (if any).

B. Base Management Fees: The annual payment made by the Township to AMV for management services of the Golf Course as set out in this Agreement, including the Request for Proposal and AMV's Response to the Request for Proposal. The Base Management Fees shall be a net fee and excludes expenditures for the Golf Course.

C. AMV: ADM Ventures Inc., a Michigan corporation.

D. AMV's Initial Improvements: the meaning ascribed in Section 10.

E. Capital Improvement: the meaning ascribed in Section 10.

F. Expenditures: The process of paying for services, goods, or items incurred in the operation of the Golf Course.

G. Fiscal Year: January 1st to December 31th.

H. Employee Liabilities: the meaning ascribed in Section 6(A).

I. Golf Course: Public Golf Course owned by the Township and commonly known as Hilltop Golf Course, which includes the clubhouses and other amenities.

J. Gross Revenue: All revenues and income of any nature derived directly or indirectly from the Golf Course or from the use or operation thereof, including green fees, gross sales proceeds from the sale of green fees, memberships or annual passes to the Golf Course, monthly dues from annual pass holders of the Golf Course, rental fees for golf carts, golf clubs and other rental items, net lesson fees, range balls, food and beverage revenues (including mandatory service charges, revenue generated from space rentals and from meetings, banquets, parties, receptions, tournaments and other group gatherings) merchandise sales, and the proceeds paid for any business interruption, use, occupancy or similar insurance policy claim. Excluded from "Gross Revenue" are any credits or refunds made to customers, guests or patrons; any sums and credits received by Township for lost or damaged merchandise; payments for Outstanding Prepaid Rounds; any sales taxes, excise taxes, gross receipt taxes, admission taxes, entertainment taxes, amusement taxes, tourist taxes or charges; any proceeds from the sale or other disposition of the Golf Course, Furniture, Fixtures & Equipment (FF & E), or other capital assets; any property and/or liability insurance proceeds; any proceeds of financing or refinancing of the Golf

Course; amounts contributed by Township pursuant to the terms of this Agreement and Income or interest derived from the Golf Course bank accounts. Gross Revenues shall be determined on an accrual basis and in accordance with generally acceptable accounting principles ("GAAP").

K. HGM. AMV Hilltop Golf Management LLC, a Michigan limited liability company, a wholly-owned subsidiary of AMV which will perform some or all of the services at Golf Course.

L. Net Operating Income: Gross Revenue from the Golf Course, minus all Operating Expenses which are attributable (in accordance with generally accepted accounting principles) to the use and operation of the Golf Course, including, without limitation: employee costs, operating expenses, centralized services, expense reimbursements, all insurance costs related to the operation of the Golf Course, personal property taxes (limited to an amount allocable to the Golf Course), and golf cart leases and operating costs; provided, however, such expenses shall not include any charges for amortization, depreciation, Capital Improvements incurred by Township, debt service, real estate taxes, State and Federal income taxes, or any Base Management Fee paid to AMV hereunder.

M. Operating Account: An account opened by AMV at a local financial institution approved by the Township in which any cash, checks or other negotiable instruments received by AMV on behalf of the Golf Course or the Township on behalf of the Golf Course are deposited. While AMV shall provide statements for Township review, funds from these accounts shall only be accessible by AMV.

N. Operating Expenses: The costs attributable to the operation of the Golf Course, including but not limited to: payroll, employee related costs, insurance, supplies, marketing materials, services, and vendor invoices.

O. Operational Loss: when Net Operating Income is less than zero.

P. Township: The Charter Township of Plymouth, a Michigan municipal corporation. The Township owns the Hilltop Golf Course.

Q. Township Equipment: the meaning ascribed in Section 6(D).

3. TERM OF AGREEMENT; GOLF COURSE TO AMV. The term of this Agreement shall commence March 31, 2019 ("Effective Date"), and unless terminated as provided for in Section 13, shall expire on December 31, 2023 ("Initial Term"), ~~and thereafter shall automatically renew for one successive period of five (5) years (the "Extension Term") providing AMV has met all the contract terms and conditions as set out herein, unless notification is provided to the Township.~~ Upon written mutual agreement by Township and AMV no later than one hundred twenty (120) days prior to ~~the end of the contract~~ expiration of the Initial Term, the parties may renew this agreement for an additional five (5) years. The parties acknowledge that AMV may begin marketing the Golf Course immediately following the full-execution of this Agreement. Throughout the term of this Agreement, Township shall provide AMV exclusive use,

management and operation of the Golf Course, together with the inventory and operational and maintenance equipment set forth on Exhibit D (the "Township Equipment").

4. FORMATION OF SUBSIDIARIES. For operating purposes, AMV shall form a single-purpose subsidiaries, AMV Hilltop Golf Management LLC ("HGM"), services set forth in this Agreement on behalf of AMV and establish the accounts required in the Agreement. AMV acknowledges and agrees that the formation of the subsidiary entities shall not relieve AMV from any of its duties, obligations, and responsibilities under this Agreement.

5. APPOINTMENT OF AMV AS MANAGER. AMV represents it is an experienced manager and operator of high quality golf facilities and understands that Township is relying on AMV's expertise in managing golf facilities in entering into this Agreement. From and after the Effective Date, Township hereby grants to AMV the right to supervise and direct the management and operation of the Golf Course, and AMV hereby accepts said grant and agrees that it shall supervise and direct the management and operation of the Golf Course, all pursuant to and in accordance with the terms of this Agreement and federal, local and state laws, and Township shall reasonably cooperate so as to permit AMV to carry out its duties hereunder.

6. AMV SERVICES. Services rendered by AMV to Township shall be as follows: Subject to the terms of this Agreement, AMV, as an independent contractor, shall have the sole and exclusive right and responsibility to operate and manage the Golf Course. Township and AMV agree that they shall cooperate reasonably with each other to permit AMV to carry out its duties under this Agreement. AMV shall maintain full operations of the Golf Course during the months of April through October, and shall open the Golf Course during the remaining months of each Fiscal Year as AMV, in AMV's sole discretion, deems necessary or appropriate. Notwithstanding the foregoing, the parties acknowledge that the Golf Course may be used during the winter months for cross-country skiing by the public, at such times that the snow conditions will allow use for cross-country skiing without damage to the Golf Course. AMV shall have the responsibility of providing general operational management services for the Golf Course, including, without limitation, the following services:

A. Employees. All personnel employed at the Golf Course shall at all times be employees of HGM. AMV shall, as an expense of the Golf Course, hire, promote, supervise, direct and train all HGM employees at the Golf Course (including any training and compliance with Federal, State or local regulations and mandated training programs), fix their compensation and fringe benefits, and, generally establish and maintain all policies relating to employment and employment benefits and comply with all Federal and State laws regarding employment and/or employment benefits. AMV intends to inform all employees wishing to participate in the benefits program that they will be required to adhere to the requirements of the AMV benefits program with respect to required contributions, deductibles and eligibility based upon position classification and employee tenure. All approved costs of every kind and nature pertaining to all employees at the Golf Course arising out of the employer-employee relationship only, including, salaries, fringe benefits, bonuses, and relocation costs shall be considered an Operating Expense. Under no circumstances shall the Township be liable for claims, damages, penalties, sanctions, fines, fees, judgments, costs, injury to anyone, and/or attorney fees arising out of allegations of actions or incidents or actual actions or incidents in which HGM and/or AMV employees have

engaged in criminal acts, tortious acts, intentional or otherwise, violations of civil rights, violation of any labor laws, and/or violations of any Federal, State or statute, law or ordinance (collectively, "Employee Liabilities"). Costs incurred in connection with governmental laws and regulations and insurance rules, related to employment status only, including those relating to post employment costs for benefits, health insurance, COBRA payments, and any payouts of unused vacation at termination of employment, shall be an Operating Expense.

For one year after the termination of this Agreement, the Township shall not offer employment to, hire, or employ HGM employees currently holding or having held for the past six (6) months, the position of Manager or any position above Manager who receives direct compensation from the HGM corporate payroll without the written consent of AMV. The obligations under this Paragraph 6A shall survive the termination of this Agreement.

AMV shall establish, administer, and maintain the payroll procedure and systems for the AMV employees at the Golf Course and shall be responsible for overseeing the benefits to and handling the appropriate payroll deductions for, individual employees. Benefits will be limited to vacations, sick leave, medical insurance coverage, and 401(k) plan, and be presented in the Annual Budget and Program. All employees of the Golf Course shall be employees of AMV, and AMV shall comply with Federal and State employment and employment benefit laws.

B. Inventory — Merchandise and Items for Re-sale. AMV shall, at the expense of the Golf Course, obtain merchandise for the pro shop at the Golf Course, food and beverage items, all in accordance with the Annual Budget and Program.

C. Supervision. AMV shall supervise and manage the golf operations, golf maintenance operations, golf pro shop, and other ancillary services at the Golf Course.

D. Equipment. AMV shall maintain in good working condition and order the physical plant and equipment at the Golf Course, including the golf course and all physical structures which are part of the Golf Course, and all vehicles and other maintenance equipment necessary to the maintenance and operation of the Golf Course in the normal course of business. If the Township Equipment is in need of replacement, the party paying for the replacement shall be the owner of such equipment going forward. Set forth on Exhibit F are examples of ongoing maintenance costs that will be at the cost of the Township (and not included within the Operating Expenses of the Golf Course) and those that will be an expense of AMV and included within the Operating Expenses of the Golf Course.

E. Purchasing and Procurement. With respect to the duties and responsibilities of AMV as set forth in this Paragraph 6, AMV shall arrange (as an operating expense of the Golf Course) for the procurement of all operating supplies, operating equipment, inventories and services as are deemed necessary to the normal and ordinary course of operation of the Golf Course and to operate the Golf Course.

F. Consultation. In addition to what is just provided in Paragraph 6A pertaining to the assignment by AMV of temporary or part-time AMV personnel, AMV shall, as part of its services hereunder and without additional compensation, make its staff available to Township

upon request for consultation regarding the Golf Course, including, but not limited to: operating procedures, agronomy, pro shop, food and beverage service, management and operation, capital improvements, driving range operation, clubhouse space utilization, golf cart maintenance and management, and prices and rate structure. This upper management consultation is in addition to those "employees" that are temporarily assigned to the golf course.

G. Marketing Plan. AMV shall create, direct, and implement an annual marketing plan for the Golf Course as part of the Annual Budget and Program. The marketing plan for the Golf Course will include a summary of golf programs to include rates, membership structure (if applicable), and strategies for achieving the budgeted financial goals and other marketing-related goals for the Golf Course.

AMV shall, as an operating expense of the Golf Course, obtain and manage:

1. Marketing systems, including Internet (web site, e-mail, e-commerce); electronic tee sheet program (reservation system, customer database, POS); credit card processing; and branding materials (graphic design, collateral, photography);
2. Customer acquisition programs, including advertising (print, electronic, display); direct marketing (direct mail, broadcast e-mail); promotional offers; and community and vendor partnerships and sponsorships;
3. Customer retention programs, including special events and programs; promotional offers; and membership events and programs;
4. All pricing for Golf Course rates, which shall include a ten percent (10%) discount for Township residents; and
5. Sales programs, including outing, membership, and event sales management.

All advertising fees and promotional fees paid by third parties to the Golf Course shall belong to and constitute Gross Revenues (defined above) of the Golf Course, and shall be the property of AMV. No offensive or otherwise reasonably objectionable signage or other marketing materials, in the Township's opinion, shall be maintained at or on behalf of the Golf Course.

H. Accounting. AMV shall timely pay all vendors of the Golf Course (subject to the terms of the Agreement). AMV shall provide separate budgeting, bookkeeping and reporting services to Township for the Golf Course. Copies of all books and records shall be kept at the Golf Course, unless otherwise designated by the Township, and all books, records, software, data, programs, manuals and the like shall remain the property of Township:

1. From April through October of each calendar year during this Agreement, AMV shall prepare for each Golf Course and deliver to the Township, in accordance with AMV standard procedures and format, on an accrual basis, and generally accepted accounting principles (GAAP), on behalf of HGM, regular monthly and annual financial

statements which shall include an operating level balance sheet (bank account balances, inventory, accounts payable, accounts receivable if applicable, accrued payables, and gift certificate balances, a profit and loss statement for the current month and year to date activity, accounts payable listing, general ledger activity and comments regarding monthly activity and variances to the Annual Budget and Program.

Final monthly operating statements for each Golf Course shall be furnished to Township by the 20th day following the last day of each month, and annual operating statements shall be furnished by the 45th day following the last day of each fiscal year.

2. AMV shall prepare and deliver to Township no later than December 1st of each year (except for the first full or partial fiscal year when AMV shall prepare and deliver to Township no later than thirty (30) days after the Effective Date) for the following Fiscal Year, the Annual Budget and Program.

3. AMV's services herein shall include management and oversight of the turn-key accounting function as set forth in this Paragraph H, and upon reasonable notice (which may be verbal) representatives of Township shall have the right, at any time during normal business hours, to review all of HGM's books and records including the general ledger, accounts payable, income statement, balance sheet, and budget variance reports relating to the Golf Course including, without limitation, work papers related to the preparation of operating statements. All expenses related to any such review shall be exclusively borne by Township for purpose of this Agreement. Payment by Township of a fee or other amount hereunder shall not constitute a waiver of Township's right to subsequently dispute the amount thereof. If Township and AMV determine that any fee amount was improperly paid to AMV, AMV shall refund such improperly paid fee, within ten (10) business days after receipt of notice from Township to AMV. If there is any dispute between the parties regarding whether or not any payments of the fees or any other amount were proper, such disputes shall be resolved by a court of competent jurisdiction in the State of Michigan.

I. Operating Expenses and Township's Remittance. Notwithstanding the reporting requirements set forth in this Agreement, Township and AMV acknowledge and agree that AMV shall be responsible for, and shall retain authority over, all operational and financial aspect of the Golf Course. Except as specifically set forth in this Agreement and the payment of the Base Management Fee, AMV shall operate the Golf Course at AMV's sole cost and expense, and Township shall not be responsible to fund any Operational Losses associated with AMV's operation of the Golf Course.

J. Owner's Meeting. AMV shall, periodically, consult with the Township regarding the Golf Course and its operations at a time, date and place designated by Township.

K. Assignment of Operations. Upon a termination of this Agreement, AMV and/or HGM shall assign to Township's designee all deposit accounts, operating accounts, on-site accounts, vendor accounts, and inventory, accounts receivable, and accounts payable. AMV and/or HGM shall, without additional payment by the Township, cooperate beyond termination

with Township and any replacement manager for a reasonable period after termination (and not less than two (2) weeks) to facilitate the orderly transition of the management of the Golf Course.

7. ACCOUNTS. AMV shall establish the Operating Account for the Golf Course for use in its management and operation of the Golf Course in compliance with the terms of this Agreement. AMV shall cause all revenues and receipts to be deposited into the Operating Account on a daily basis. AMV shall use the Operating Account to pay all expenses of the Golf Course. Upon cancellation or termination of this Agreement for any reason, AMV shall reconcile the Operating Account and process any remaining funds in accordance with the terms of this Agreement. AMV shall establish, administer and maintain the point of sale and credit card procedures and systems for the depositing of revenues into such accounts on a daily basis.

8. INSURANCE REQUIREMENTS. AMV shall carry general liability insurance, automobile insurance, workers compensation, liquor liability, herbicide and pesticide insurance and employers' liability insurance for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement in amounts approved by the Township and as set forth in Exhibit E. Township shall be named as an additional insured on the general liability and automobile liability policies using the following wording: "Charter Township of Plymouth, all elected and appointed officials, all employees and volunteers, those working as agents or on behalf of the Township, boards, commissions and/or authorities, or board members, employees, and volunteers with respect to duties relating to the Golf Course" on ISO form B or broader. Township shall be notified of any cancellation of that insurance within 30 days. The cancellation clause shall read: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will provide 30 days written notice to the additional insured." Cancellation or lapse of the insurance shall be considered a material breach of this contract and the contract shall become null and void unless the Contractor immediately provides proof of renewal of continuous coverage to the Township. All insurance carriers shall be licensed and admitted to do business in the State of Michigan and acceptable to the Township. Proof of insurance meeting these requirements shall be provided to the Township before execution of this contract. AMV shall furnish three (3) complete copies of the acceptable Certificates of Insurance. AMV shall also furnish to the Township the policy provisions and/or endorsements regarding notice of cancellation, nonrenewal, and similar notices. If any of the policies expire during the term of the Agreement, AMV shall deliver renewal certificates and/or policies to Township, ~~Risk Management Department~~attention Township Supervisor, at least ten (10) days prior to the expiration date. The premiums and deductibles shall be paid from the operating accounts or any account established under this Agreement and shall not be paid directly by the Township. Township, at Township's sole cost and expense, shall maintain property insurance upon all buildings and building improvements at the Golf Course, including, those perils generally covered on a "Causes of Loss-Special Form," including fire and extended coverage, windstorm, vandalism, malicious mischief, sprinkler leakage, water damage, accidental collapse, flood, and earthquake, in an amount equal to at least ninety percent (90%) of the full replacement cost with an Increased Cost of Construction Endorsement.

9. COMPENSATION AND FEES. For its services hereunder, AMV shall be paid Base Management Fees (the "Base Management Fees") of Seventy Thousand and 00/100 Dollars (\$70,000) for Golf Course. The Base Management Fees shall be payable on February 15 of each Fiscal Year ("Due Date") directly by the Township to AMV. The Base Management Fees shall be a net fee to AMV and shall not include expenditures for the Golf Course as provided for in this Paragraph 9.A. Commencing on January 1, 2020, and for each subsequent year and possible Extension Term thereafter, the Base Management Fees shall be adjusted by the lesser of 3% or the percentage change in the Consumer Price Index (for the Metropolitan Detroit/Ann Arbor area), as published by the U.S. Bureau of Labor Standards, or its successor index ("CPI") for the month of December immediately preceding the commencement of such calendar year for the term of the Agreement. At the end of each Fiscal Year, AMV shall complete an accounting of the financial performance of such Fiscal Year, and AMV and Township shall equally share any Net Operating Income earned by the operation of the Golf Course during such Fiscal Year. The Township's share of the Net Operating Income (the "Township's Fee Share") shall be paid to Township on or before February 15 of each Fiscal Year. All Operational Losses shall be born solely by AMV.

All Base Management Fees during the term shall be paid to AMV directly by Township:

A. Late Fee: If payment is not received within thirty (30) days of the due date as set out above, a late fee of the following amounts shall become a part of any Past Due Amount: (i) \$200 for any fee past thirty (30) days of the due date and (ii) an additional \$200 for any fee past sixty (60) days of the due date.

B. Interest: Any Past Due Amount not received within ten (10) days of its due date shall bear interest; from the date payment was due until the date paid, at the then-current judgment rate (not to exceed 8% per annum), along with all costs of collection, including reasonable attorneys' fees.

10. CAPITAL EXPENDITURES. "Capital Improvements" shall be deemed to include any item purchased in connection with the operation of the Golf Course which:

A. has an economic useful life in excess of one (1) year, and

B. has a cost in excess of Two Thousand and 00/100 Dollars (\$2,000).

As part of the Township's annual budget process, AMV will propose Capital Improvements required for the successful upkeep and long term operation of the Golf Course. During the first Fiscal Year of this Agreement (and first Fiscal Year only), AMV will undertake to complete, at AMV's sole cost and expense, the Capital Improvements and other upgrades and additions set forth on Exhibit G ("AMV's Initial Improvements"). All Capital Improvements in addition to AMV's Initial Improvements shall: (i) be approved by Township, in its sole and absolute discretion, in consultation with AMV, (ii) paid for by Township as Township's sole cost and expense, and not from AMV's operation of the Golf Course, and (iii) be the property of the Township going forward.

11. DEFAULT AND REMEDIES.

A. Township Default. The following shall constitute an event of default ("Event of Default") by Township under this Agreement:

1. Failure to pay AMV any fees, compensation, or reimbursement due AMV pursuant to this Agreement;
2. Failure by Township to perform any term or condition set out in this Agreement;
3. Assignment by Township for the benefit of its creditors, or becoming a party for more than thirty (30) days to any voluntary or involuntary insolvency proceedings or bankruptcy proceedings or reorganization.

B. AMV Default. The following shall constitute an event of default ("Event of Default") by AMV under this Agreement:

1. Failure to maintain the amenities of the Golf Course in reasonably good condition, as determined by the Township, subject to abnormal weather conditions, acts of God, or other events or conditions beyond the reasonable control of AMV, as long as AMV restores the amenity for its intended use within a reasonable time after the event;
2. Failure of AMV to perform any term or condition set forth in this Agreement; or
3. Assignment for the benefit of its creditors, or becoming a party for more than thirty (30) days to any voluntary or involuntary insolvency proceedings or bankruptcy proceedings or reorganization.

C. Notice and Cure. When either party to this Agreement believes that the other party (the "Defaulting Party") has committed an Event of Default, it shall give written notice thereof to the Defaulting Party, and the Defaulting Party shall have ten (10) days from the date of delinquency in the event of a payment default, or such longer period for non-monetary defaults (not to exceed an aggregate period of thirty (30) days unless AMV or Township, as applicable, has begun to cure within the thirty (30) day period and is diligently pursuing such cure) as shall be reasonably necessary due to weather, growing conditions, or other factors beyond the reasonable control of the Defaulting Party, within which to cure the default, but in no event will the Defaulting Party have more than sixty (60) days in the aggregate to cure such default. Notwithstanding anything to the contrary, neither Township nor AMV shall be entitled to any notice and cure period for a default that occurs more than two (2) times in any twelve (12) month period.

D. Rights upon Default. If the Defaulting Party does not cure the default within the grace period provided in Paragraph 11 above, the other party may terminate this Agreement on

thirty (30) days written notice to the other party and pursue all rights and remedies available in law or equity.

12. OUTSTANDING CERTIFICATES. Township and AMV acknowledge that, prior to the execution of this Agreement, Township has offered pre-purchased discounted golf rounds such as GroupGolfer and Groupons for discounted play at the Golf Course ("Outstanding Prepaid Rounds"). AMV shall honor any Outstanding Prepaid Rounds when properly submitted by a customer, and Township shall reimburse AMV for the lost revenue related to the customer's use of the Outstanding Prepaid Rounds, on a monthly basis, within ten (10) days of written notice with appropriate evidence from AMV.

13. TERMINATION AND CANCELLATION.

A. Termination for Cause. Either party may terminate this Agreement upon the occurrence of an Event of Default by the other party as provided in Section 11 above.

B. Termination without Cause. AMV may terminate this Agreement for any reason at the end of the then current Fiscal Year, by written notice to the Township on or before September 30 of such Fiscal Year.

C. Sale Termination Fee; Sale of Golf Course. In the event of a sale or transfer of the Golf Course to an unaffiliated third-party, Township shall have the unilateral right to terminate this Agreement at any time on ninety (90) days prior written notice. In the event of such unilateral termination due to the sale or transfer of the Golf Course and AMV not being in default under this Agreement, AMV shall continue to manage the Golf Course until the sale of the Golf Course is consummated as evidenced by a transfer of title, and AMV shall retain all previously received Base Management Fees in full.

D. Proprietary Material. Upon termination or cancellation of this Agreement, for any reason or under any circumstances, AMV's (i) proprietary software and computer programs relating to accounting, operations, marketing, and forecasting, (ii) operations and employee training materials and manuals of AMV and (iii) the information and processes related to and used by AMV in the marketing and agronomic plan shall remain the sole property of AMV and shall be removed by AMV upon termination of this Agreement. Additionally, any actual or implied association of the Golf Course or Facility with AMV shall cease upon termination.

14. USE OF GOLF COURSE. During the term of this Agreement, the Golf Course shall be a public facility unless otherwise provided and agreed to in the Annual Budget and Program.

15. LIQUOR LICENSE. Subject to any relevant Michigan Liquor Control Act licensing requirements, Township may take all necessary actions to see that the Golf Course liquor license is available for use by HGM. HGM shall comply with all relevant Michigan Liquor Control Act laws regarding the use of such license. The transfer of the Golf Course liquor license to HGM shall be approved in the Annual Budget and Program, and the Township shall pay and satisfy any and all obligations and expenses arising or payable in connection with the transference, issuance, maintenance, renewal, existence, ownership or possession of the liquor license,

including, without limitation, all fees payable to the State of Michigan in connection therewith. At termination of the Agreement or at the discretion of the Township, the liquor license shall be transferred by HGM either back to the Township or to another entity named by the Township.

16. FORCE MAJEURE; CONDEMNATION; FIRE AND OTHER CASUALTY. If a portion of the Golf Course is destroyed or damaged by fire or other casualty or, otherwise due to causes beyond AMV's reasonable control and AMV shall be unable to perform its obligations hereunder in respect of the operation of the Golf Course, Township and AMV shall use their mutual best efforts to agree upon an amendment to the Annual Budget and Program, including, without limitation, the working capital provisions thereof, to allow payment of necessary Golf Course expenses that are not covered by Township's and/or AMV's insurance until such damage or destruction is repaired or such inability is cured, as long as AMV uses all reasonable diligence to cure such inability. If the parties are unable to agree on such an amendment within twenty (20) business days after AMV shall have given Township notice of the occurrence of such event, AMV shall have the right to terminate this Agreement by notice to Township of such termination and neither party shall have any further rights or obligations hereunder.

17. INDEMNIFICATION AND LIABILITY.

A. Legal Actions. Legal counsel for AMV and Township shall cooperate in the defense or prosecution of any action affecting the Golf Course. AMV shall not institute or defend any legal action or retain counsel affecting the Golf Course without Township's consent. AMV shall forward all legal notices or notices of a financial nature which relate to the Golf Course to Township at the address listed under Paragraph 19.1. AMV shall advise and assist Township in instituting or defending, as the case may be, in the name of Golf Course, Township, and/or AMV. AMV shall assist Township to take the acts necessary to protect or litigate to a final decision in any appropriate court or forum, as a Golf Course expense, and any violation, order, rule, or regulation affecting the Golf Course.

B. Choice of Law and Venue. Whereas AMV's principal place of business is in the State of Michigan, and the Golf Course is located in Michigan, the parties agree that this Agreement shall be governed by and construed in accordance with the laws of Michigan, which shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding between the parties that may be brought, or arise out of, or in connection with, or by reason of this Agreement.

C. Indemnification and Hold Harmless. To the fullest extent permitted by law, AMV agrees to defend, pay on behalf of, indemnify, and hold harmless the Charter Township of Plymouth, its elected and appointed officials, employees and volunteers and others working on behalf of the Charter Township of Plymouth or against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Charter Township of Plymouth, its elected and appointed officials, employees, volunteers or others working on behalf of the Charter Township of Plymouth, by reason of (i) personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the execution of activities by AMV as outlined in this Agreement or as relating

to or resulting from those activities, (ii) AMV's operations pursuant to the Township's liquor license and the sale of alcoholic beverages at the Golf Course and (iii) Employee Liabilities. Provided however, AMV's indemnity herein shall exclude court costs, reasonable attorney's fees, expenses, penalties, judgments and all other costs caused by, relating to, or resulting from or out of or in connection with the gross negligence or willful misconduct of the Charter Township of Plymouth, its elected and appointed officials, employees, and volunteers and others working on behalf of the Charter Township of Plymouth.

18. CONFIDENTIALITY.

A. AMV recognizes that it is managing Golf Course owned by a governmental entity. As such, records of a governmental entity must be released under both the Federal and the Michigan Freedom of Information Act ("FOIA") unless specifically exempted. Therefore, work performed by AMV and its agents or assigns pursuant to this Agreement, including, but not limited to, any correspondence, analysis, reports and related materials prepared, constitutes property of the Township and may be subject to release to the public under FOIA. The Township has adopted a FOIA policy which sets out procedures for receipt and review of FOIA requests. Requests are required to be answered within 5 days of receipt unless the Township requests a 5 day extension. AMV shall comply with that policy.

B. AMV agrees that all information kept in the ordinary course of business of AMV is a public record. In the event the Township receives a FOIA request, AMV shall be required to disclose such information to the Township for a determination, at the sole discretion of the Township, as to whether or not that information is exempt from disclosure. Township agrees to give AMV a copy of the FOIA request upon receipt by the Township. Unless AMV obtains an injunctive order from a court of competent jurisdiction within the times limits for response, the Township shall release the information requested unless the Township determines that it is exempt from disclosure under FOIA.

C. Township shall retain exclusive rights to Ownership of all work output hereunder. Work output includes reports issued pursuant to this Agreement.

19. GENERAL PROVISIONS.

A. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and between such parties.

B. Written Amendments. The provisions of this Agreement may only be amended or supplemented in a writing signed by both parties.

C. Further Amendments. The parties hereby agree from time to time to execute and deliver such further instruments and documents, and do all such other acts and things, which may be convenient or necessary to more effectively and completely, carry out the intentions of the Agreement. AMV acknowledges that Township has hired a consultant to propose renovations to the Golf Course, including converting the Golf Course to a nine-hole course. To the extent that

Township considers implementing such renovations, AMV agrees to negotiate in good faith revisions to this Agreement to accommodate such renovations.

D. Compliance with Laws. AMV shall, at all times, operate, use, and conduct the business of the Golf Course in a lawful manner and in full compliance with all applicable governmental laws, ordinances, rules and regulations, and maintain all licenses and permits relating to the Golf Course, with Township's full cooperation, in full force and effect and cooperate and endeavor to obtain all licenses and permits first required after the commencement of the term of this Agreement required in connection with the management, use, and operation of the Golf Course.

E. Environmental Laws. Township represents to AMV, to the best of Township's knowledge, that no hazardous materials have been released into the environment, or have been deposited, spilled, discharged, placed or disposed of at or within the Golf Course in violation of any Environmental Law (as defined below). Township also represents to the best of Township's knowledge that there are no underground storage tanks of any nature on the Golf Course (fuel, propane, gas, etc.). Township does not have any knowledge of asbestos-containing products within the Golf Course.

For the purposes of this Agreement, "Environmental Law" shall mean: All applicable Federal, State, county or local (or other political subdivision thereof) laws, statutes, codes, acts, ordinances, orders, rules, regulations, directives, judgments, decrees, injunctions, directions, permits, licenses, authorizations, decisions and determinations issued, adopted or enacted by any judicial, legislative, regulatory, administrative or executive body of any governmental or quasi-governmental authority, department, branch, division, agency or entity exercising functions of or pertaining to any government having jurisdiction affecting the Golf Course, or any licenses and permits of any governmental authorities, from time to time applicable to the Golf Course or any part thereof regarding hazardous materials.

Unless AMV is responsible for the environmental hazard or condition and/or remediation, Township hereby agrees to release AMV and HGM from and against any and all liability, loss, cost, damage, penalties, claims, causes of action, proceedings and expense, caused by, relating to or resulting from or out of or in connection with environmental claims under this Agreement. If AMV is responsible for the environmental hazard or condition, AMV hereby agrees to indemnify and defend Township from, and agrees to hold Township harmless against any and all liability, loss, cost, damage, penalties, claims, causes of action, proceedings and expense, including without limitation, court costs and reasonable attorneys' fees, incurred by Township or imposed on Township by any person whomsoever, caused by, relating to or resulting from or out of or in connections with environmental claims under this Agreement. The provisions of this Paragraph shall survive the expiration or any termination of this Agreement.

F. Binding. All of the terms and provisions of this Agreement shall be binding and inure to the benefit of the parties and their respective permitted successors and assigns. This Agreement is solely for the benefit of the parties hereto and not for the benefit of any third party.

G. Assignment. This Agreement is non-assignable except as otherwise set out herein. AMV may assign or transfer this Agreement and/or may delegate its duties and obligations under this Agreement to AMV's Subsidiaries (HGM) with Township's consent or any future or subsequent assignments, provided that: (i) AMV's Subsidiary is a Michigan limited liability company or a limited liability company domiciled in another state but registered to do business in Michigan; (ii) written notice thereof is given to Township at least sixty (60) days prior to the effective date of such assignment or delegation, together with evidence reasonably satisfactory to Township that the assignment or delegation complies with the terms of this Paragraph; (iii) copies of the final executed assignment or delegation documents are given to Township within ten (10) days thereof; (iv) any delegation of duties and obligations to AMV's Subsidiary shall not, in any respect, release or relieve AMV of any of its duties, obligations, or responsibilities, under this Agreement. Even if these conditions are met, the Township shall still retain the right to refuse to consent to the assignment of this Agreement or delegation of any duties or obligations under this Agreement if it is in the Township's best interest.

H. Governmental Immunity. By entering into this Agreement, Township in no way gives up its right to claim governmental immunity or any other defense provided to governmental entities under Federal or State law, on behalf of itself, all elected and appointed officials, all employees and volunteers, those working as agents or on behalf of the Township, boards, commissions and/or authorities, or board members, employees, and volunteers.

I. Notices. All notices, requests, consents and other communications required or permitted to be given under this Agreement shall be in writing, shall be given only in accordance with the provisions of the Paragraph 19.1 shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered, (i) upon receipt when hand delivered (or refused) during normal business hours, (ii) upon the third (e) business day after delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that the sender has in its possession the return receipt to prove actual delivery), or (iii) one (1) business day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery (provided that the sending party receives a confirmation of actual delivery from the courier).

In the case of AMV:

ADM Ventures Inc.

1586 Rockfield
Troy, MI 48085
Attention: Anthony D. Moscone
Telephone: (248) 763-5287
Facsimile: (248) _____

With copy to:

Dykema Gossett PLLC

39577 Woodward Ave., Ste. 300
 Bloomfield Hills, MI 48304
 Attention: Kyle R. Hauberg
 Telephone: (248) 203-0871
 Facsimile: (855) 245-0199

In the case of Township:

Charter Township of Plymouth

Attn: Township ~~Manager~~ Supervisor
 9955 N. Haggerty Road
 Plymouth, MI 48170
 Telephone: (734) _____
 Facsimile (734) _____

With a copy to:

Hemming, Polaczyk, Cronin, Wittoff, Bennett & Demopoulos, P.C.
 217 W. Ann Arbor Road, Ste. 302
 Plymouth, MI 48170
 Attention: Kevin L. Bennett
 Telephone: (734) _____
 Facsimile: (734) _____

or to such other address as either party may designate by notice complying with the terms of this subparagraph.

J. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

K. Invalidity. If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid or unenforceable under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, invalid or unenforceable, but the remainder of such provision, and this Agreement shall not be invalidated or rendered unenforceable thereby, and shall be given full force and effect so far as possible.

L. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute on and the same agreement.

M. No Waiver. Except as otherwise provided, the failure or delay of either party at any time to require performance by the other party of any provision of this Agreement shall not affect the right of such party to subsequently require performance of that provision or to exercise

any right, power or remedy hereunder. Waiver by either party of a breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on either party in any event shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances, except as otherwise herein provided.

N. No Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties. The parties acknowledge that the relationship of AMV to Township is that of an independent contractor.

O. No Exclusive Remedy. No remedy herein conferred upon either party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

P. Authority. Each party hereby represents to the other party that it has the right, power, authority, and financial ability to enter into this Agreement and to perform its obligations under this Agreement, and that it is not restricted by contract or otherwise from entering into and performing this Agreement.

IN WITNESS WHEREOF, the parties executed this Agreement as of the date first above written.

AVM:

ADM VENTURES INC.

Name: Anthony D. Moscone, Manager

TOWNSHIP:

CHARTER TOWNSHIP OF PLYMOUTH

BY: _____
Name: _____
Title: _____

RESOLUTION NUMBER: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____

ATTEST: _____

Name, title

Name, title

Exhibit A

Township RFP

Exhibit A

~~4828-2296-0002.6~~[4828-2296-0002.7](#)
ID\HAUBERG, KYLE - 101596\000999

Exhibit B

AMV Response

Exhibit B

~~4828-2296-0002.6~~4828-2296-0002.7
ID\HAUBERG, KYLE - 101596\000999

Exhibit C

Golf Course Legal Description

Exhibit C

~~4828-2296-0002-6~~[4828-2296-0002-7](#)
ID\HAUBERG, KYLE - 101596\000999

Exhibit D

Township Equipment

Exhibit D

~~4828-2296-0002.6~~[4828-2296-0002.7](#)
ID\HAUBERG, KYLE - 101596\000999

Exhibit E**Insurance Requirements**

Exhibit E

~~4828-2296-0002.6~~[4828-2296-0002.7](#)
ID\HAUBERG, KYLE - 101596\000999

Exhibit F

Examples of Cost Sharing Responsibilities

A. Cart Paths:

- Pot Holes and root damage – AMV
- Addition and restructure – Township

B. Irrigation:

- Sprinkler heads – AMV
- Hoses and fixtures – AMV
- Pipe burst – Township
- Pump House – Township

C. Golf Course:

- Tree trimming – AMV
- Tree Removal – Township
- Shrub/Brush Maintenance - AMV
 - Cut back of hazard areas
- Green redesign – AMV
- Bunker maintenance – AMV
- Bunker Sand – Township
- Tee Box maintenance – AMV
- Tee Box redesign – AMV
- Golf Course Marking – AMV
 - Tee markers, signs and pins

D. Clubhouse:

- Paint – AMV
- Redesign layout – AMV
- Roof issues/replacement – Township
- Structural issues – Township
- HVAC
 - Maintenance issues – AMV
 - Replace issue – Township
- Kitchen
 - Equipment Issues
 - ☐ Fix issue – AMV (e.g., fix compressor in cooler)
 - ☐ Replace issue – Township (e.g., replace cooler)
- Bathrooms
 - Maintenance – AMV

Exhibit F

- ☐ For example, fix leaky faucet or running toilet
- Replacements – Township
 - ☐ For example, replace sink or toilet

E. Parking Lot:

- Pot Holes – AMV
- Striping - AMV
- Parking Addition/Change – Township
- Parking lot lights - Township

F. Equipment:

- Any and all items purchased by either party will remain in the property of the purchaser
- Maintenance on equipment – AMV
- Maintenance on carts – AMV

G. Cart Barn and Maintenance Shed:

- Maintenance – Township
- Structural issues/Replacement - Township

Exhibit G

AMV's Initial Improvements

- A. Improve greens, tees, and fairway health
- B. Add yardage marker flags and yardage plates on the sprinkler heads
- C. Dead or damaged trees that pose an Immediate danger to golfers will be addressed
- D. Trees and limbs will be trimmed back (some trees possibly removed)
- E. Clean, organize, and possibly paint clubhouse
- F. Reconfigure Clubhouse to allow larger events indoors
- G. Install dedicated Point Of Sale/marketing golf (Golfnow) course software
- H. Create new website
- I. Add Swingking Hole in One Program
- J. Add customer rewards program
- K. Add Dan Lock Golf Academy
- L. Add a Crescor or Altosham to kitchen
- M. Add beverage cart
- N. Add a greens mower (or a backup fairway or rough mower)

Exhibit G

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**NEW
BUSINESS**

**ITEM F.4
TEXT AMENDMENT TO ZONING
ORDINANCE NO 99, ARTICLE XXII
SINGLE FAMILY CLUSTER HOUSING
RESOLUTION #2019-01-22-07**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: January 22, 2019

ITEM: Text Amendment to Zoning Ordinance No. 99, Article XXII: Single Family Cluster Housing (PC Application #2316), Resolution #2019-01-22-07

PRESENTERS:

Ms. Laura Haw, AICP, NCI, Planning Director
Kevin Bennett, Township Attorney

BACKGROUND AND TEXT AMENDMENT REQUEST:

A Cluster Housing Option (CHO) is a flexible development method that may be considered on Township parcels that meet the following minimum qualifications:

1. Parcels less than 40 acres in size;
2. Residential zoning classification of the R-1-E, R-1-H, R-1-S, R-1, and R-2 district; and
3. Potential for an open space benefit, as opposed to conventional subdivision design.

Cluster Housing Options are currently governed by Article XXII: Single Family Cluster Housing of the Township Zoning Ordinance, No. 99. No change to the above minimum qualifications for consideration is proposed as part of this text amendment. Rather, specific sections within Article XXII that govern the measurable benefits to the Township, in exchange for a density bonus, are proposed at this time.

It is also important to note that no reduction or impact to the public process is proposed as part of this text amendment.

Text amendment consideration of Article XXII was initiated at the request of Grand Sakwa to permit additional flexibility in the consideration of a density bonus. Presently, the Zoning Ordinance does not permit additional density considerations for exemplary projects, which can be viewed in planning as an incentive for higher quality development. However, a standalone provision for additional density is not in the best interest of the Township from a planning and quality of life perspective. Thus, Article XXII was also reviewed and updated for best practices related to neighborhood design, open space considerations and community benefits. Such provisions include, but are not limited to:

1. Section 22.1: Additional eligibility criteria to properly elevate the merits of a proposed Cluster Housing Option;
2. Section 22.3: Additional application requirements for submittal;
3. Section 22.9: Additional contract specifications;
4. Section 22.10: Additional open space requirements;
5. Section 22.10: Justification standards for separation distance modification requests;
6. Section 22.10: Higher quality architectural standards;
7. Section 22.11: Request for a Density Impact study provision; and
8. Section 22.12: Exemplary Project justification standards.

PLANNING COMMISSION REVIEW AND RECOMMENDATION:

The Planning Commission, at their regular meeting on December 12, 2018, held a public hearing and considered the proposed Article XXII text amendment. No public comment was made. After deliberation, the Commission then recommended approval of the revised Article XXII to the Board of Trustees for consideration with minor changes (please note, the motion was not supported by Doroshewitz or Postell).

Since this time, the Planning Commission's requested modifications were incorporated and Township Attorney review of Article XXII conducted.

The enclosed draft Article XXII reflects all Attorney and Planning Commission recommendations; new, proposed text is shown with red underline and existing text to be removed is shown with ~~strikeout~~.

RECOMMENDATION:

To approve PC Application #2316, as recommended by the Planning Commission, for a text amendment to Article XXII of the Zoning Ordinance, No. 99, subject to any modifications by the Board.

PROPOSED MOTION:

I move to adopt Resolution #2019-01-22-07 authorizing a text amendment to the Plymouth Township Zoning Ordinance, No. 99, Article XXII: Single Family Cluster Housing (PC Application #2316).

Moved by: _____ Seconded by: _____

ROLL CALL:

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

Enclosed: Draft Article XXII: Single Family Cluster Housing of the Zoning Ordinance, No. 99

**CHARTER TOWNSHIP OF PLYMOUTH
WAYNE COUNTY, MICHIGAN**

**A RESOLUTION OF THE TOWNSHIP BOARD
ADOPTING A ZONING ORDINANCE TEXT AMENDMENT**

RESOLUTION #2019-01-22-07

At a regular meeting of the Township Board of the Charter Township of Plymouth, County of Wayne, Michigan, held on January 22, 2019, at 7:00 p.m. prevailing local time.

PRESENT: _____

ABSENT: _____

The following Preamble and Resolution was offered by _____ and supported by _____:

WHEREAS, the Plymouth Township Planning Commission pursuant to the Michigan Zoning Enabling Act, Act 110 of 2006, as amended, has prepared a Zoning Ordinance text amendment to Article XXII: Single Family Cluster Housing; and

WHEREAS, the Planning Commission has conducted a public hearing on the proposed Zoning Ordinance, Article XXII text amendment in accordance with the requirements of said Act 110 of 2006; and

WHEREAS, the Planning Commission has recommended adoption of the Zoning Ordinance, Article XXII text amendment; and

WHEREAS, the Township Board has reviewed the Zoning Ordinance, Article XXII text amendment recommended by the Planning Commission; and

WHEREAS, the Township Board has determined that adoption of the Zoning Ordinance, Article XXII text amendment is in the best interest of the health, safety, and welfare of the Township and its residents.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Michigan Zoning Enabling Act, Act 110 of 2006, as amended, the Township Board hereby approves and adopts the Zoning Ordinance, Article XXII text amendment. The Township Board hereby directs the Township Clerk to publish a notice of adoption of the Zoning Ordinance text amendment within fifteen (15) days after the date of this resolution.

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Plymouth, Wayne County, Michigan, at a meeting of the Board held on January 22, 2019.

Jerry Vorva, Township Clerk

Date

Charter Township of Plymouth Zoning Ordinance No. 99 **Article 22: Single Family Cluster Housing**

ARTICLE XXII

SINGLE FAMILY CLUSTER HOUSING – DRAFT v.2

PURPOSE

The purpose of the Single Family Cluster Housing Option (**CHO**) is to permit optional methods of development and arrangement of single family structures on parcels less than forty (40) acres gross area in the R-1-E, R-1-H, R-1-S, R-1 and R-2 single family residential districts, which provide for design alternatives compatible with existing and future adjacent single family subdivisions, and which meet one or more of the following characteristics:

1. The parcel contains natural assets such as large stands of trees, rolling topography, swale areas, flood, plains or wetlands which would be in the best interest of the community to preserve and would otherwise be substantially destroyed if developed under traditional subdivision requirements.
2. Because of the parcel's peculiar configuration, it would be difficult to develop under traditional subdivision requirements.
3. Because of the parcel's particular relationship to thoroughfare and/or collector roads and existing circulation patterns for abutting subdivisions, it would be difficult to develop under traditional subdivision requirements.
4. Because of the parcel's particular relationship to a limited access highway, development under the cluster option would result in a more suitable living environment than could be achieved under strict adherence to traditional subdivision requirements.

SEC. 22.1 ~~STATEMENT OF PRINCIPLES~~ SINGLE FAMILY CLUSTER HOUSING **ELIGIBILITY PRINCIPLES**

Single Family Cluster Housing is an optional method of development which may be permitted only after a public hearing, review and recommendation by the Planning Commission, and approval by the Township Board of Trustees, and upon finding that the proposed cluster housing development reflects the following basic principles:

1. The proposal is in conformity with the spirit and intent of the Cluster Housing Option as established in the purpose Section of this Article.
2. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the CHO regulations.
- ~~2.3.~~ The vehicular circulation system planned for the proposed development will be in the best interest of the public health, safety and welfare in regards to the overall circulation of the community, egress/ingress to the site, vehicular turning movements related to street intersections and street gradient, site distance and potential hazards to the normal flow of traffic.

PURPOSE

SEC. 22.1

STATEMENT OF PRINCIPLES

Charter Township of Plymouth Zoning Ordinance No. 99

Article 22: Single Family Cluster Housing

In reviewing the proposed interior circulation system for the proposed project, the Planning Commission shall determine the necessity for public roads and the potential future extension of such roads to adjacent properties.

All interior roads, both public and private, shall be constructed in compliance with existing construction standards as adopted by the Wayne County Department of Public Services for residential streets. The Planning Commission and/or Township Board may waive this requirement after review and recommendation by the Township Planner and Township Engineer, provided the proposed waiver will not materially impair the intent and purpose of this Ordinance or the public interest.

- ~~3.4.~~ The proposed units, circulation, layout, parking facilities, pedestrian connections / circulation and any open space or recreation activity areas / amenities are designed and located in a manner that ensures the stability of existing or future conventional single family residential properties in the area.
- ~~4.5.~~ Proposed landscape plantings, fences, walls and/or open space areas are appropriate and of sufficient size, height and quantity to insure that the proposed development will not be objectionable to nearby existing or future conventional single family residential properties by reason of noise, fumes or flash of lights from automobiles, or exterior lighting; nor will it interfere with an adequate supply of light and air, increase the danger of fire or otherwise endanger the public safety.
- ~~5.6.~~ The development shall be designed to create a cohesive community neighborhood through common open space areas for passive or active recreation and for resident interaction. All open space areas shall be equally available to all residents of the Cluster Housing community. The neighborhood shall be designed to create clusters of housing, synergy and promote interaction. Where applicable, the development should provide a range of housing opportunities through varied housing types, dwelling sizes and lot sizes within a single neighborhood.
- ~~6.7.~~ The development will permit the protection of environmentally sensitive areas and preserve on a permanent basis open space, natural features, including large stands of trees, rolling topography, significant views, swale areas, flood plains or wetlandst. This principle (Section 23.1.2) may not be applicable to potential redevelopment sites in the ARC or OS ARC Districts, in which case Section 23.1.8 below shall apply. This determination shall be made by the Planning Commission and Township Board after review of a documented site analysis to be submitted by the applicant. In the case of a proposed CHO to a site which is lacking said natural areas, this requirement can be satisfied by the creation of natural areas and amenities.
- ~~7.8.~~ The Cluster Housing Option will provide long-term protection of historic structures or significant architecture worthy of historic preservation, if applicable.
- ~~8.9.~~ The proposed development will not adversely impact the capability of public services and facilities in the area or the Township as a whole.

SEC. 22.2 APPLICATION

SEC. 22.2 APPLICATION

Charter Township of Plymouth Zoning Ordinance No. 99

Article 22: Single Family Cluster Housing

Application for approval shall be made by the titleholder or titleholders of any parcel where use of the Cluster Housing Option is contemplated. The application shall be accompanied by a fee determined by Township Board resolution to cover the cost of evaluating the application.

SEC. 22.3 APPLICATION INFORMATION

Application for a Cluster Housing Option approval shall contain the following information:

1. Survey and Site Analysis

- (a) A metes and bounds survey and legal description of the acreage comprising the proposed Cluster Housing Development, including a disclosure of mineral rights ownership.
- (b) Topographic survey, including natural and manmade features at a scale of one inch equals fifty feet (1"=50'), with a contour interval not to exceed two (2) feet.
- (c) Site analysis, which identifies the character, structure and potential of the site as it relates to this Article, including areas adjacent to the subject property and sufficient information about the nearby properties, so that a determination can be made by the Planning Commission and Board as to the impact of the proposed Cluster Housing development on the general planning area in which it is located. The analysis shall include as a minimum the following:
 - 1) Adjacent Land Uses: Indicate type and impact on adjoining lands, direction and distance to community facilities; show transportation routes related to site.
 - 2) Drainage: Natural watershed (direction), drainage swales and swamp areas.
 - 3) Soils: Depth of topsoil and type of soils.
 - 4) Vegetation: Locate and identify existing tree masses, locate and identify specimen plant material and indicate type of ground cover.
 - 5) Existing Conditions: Structures, utilities and circulation.
 - 6) Special Features: Lakes, streams, ponds, floodplains and wetlands, dramatic views and significant natural, archeological, historical or cultural features.

2. Documentation related to the Purpose and Eligibility Principles sections of this Article indicating why this parcel should be considered for development under the Cluster Housing Option, with a specific description of the proposed recognizable benefit to the ultimate users of the project and to the community.
3. General Development Plan: A plan of sufficient detail to define the proposed location of buildings, parking, interior circulation of vehicles and pedestrians (including sidewalks, trails and bike paths, etc.), landscape areas, open / recreation spaces, other special site amenities / features, and the method of handling storm water run-off, sanitary sewer and water facilities. (Scale 1"=50' minimum).

Charter Township of Plymouth Zoning Ordinance No. 99

Article 22: Single Family Cluster Housing

4. Proposed method of ownership.
5. General concept of the building types to be used, including typical architectural elevations of proposed residential dwellings.
6. A parallel plan conforming to all applicable requirements of a conventional residential development demonstrating the number of residential units or lots that could be developed following the requirements of the zoning district without the cluster option.
7. Any other pertinent information deemed necessary by the Planning Commission or Township Board to make a determination concerning the desirability of applying the provisions of this Article.

22.4 PUBLIC HEARING REQUIREMENTS

At least one (1) public hearing shall be held by the Planning Commission on a proposed Cluster Housing Development Option in order to acquaint the public and adjoining property owners with the proposal prior to ~~finishing~~ furnishing of detailed plans and specifications by the Applicant. Notice of the hearing shall be published in a newspaper which circulates in the Township, not less than 15 days before the public hearing, and sent by mail or personal delivery to the owners of property for which approval is being considered, to all persons to whom real property is assessed, within three hundred (300) feet of the boundary of the property in question and to the occupants of all structures within three hundred (300) feet of the property regardless of whether the property or occupant is located in the zoning jurisdiction. The notice shall be given not less than 15 days before the date the application will be considered. If the name of the occupant is not known, the term "occupant" may be used in making notification. The notice shall be prepared in accordance with the Michigan Zoning Enabling Act, Act 110 of 2006, as amended, and shall:

1. Describe the nature of the Cluster Housing request.
2. Indicate the property which is subject of the Cluster Housing request. The notice shall include a listing of all existing street addresses within the property. Street addresses do not need to be created and listed if no such addresses currently exist within the property. If there are no street addresses, other means of identification may be used.
3. State when and where the Cluster Housing request will be considered.
4. Indicate when and where written comments will be received concerning the request.

SEC. 22.5 PLANNING COMMISSION RECOMMENDATION

The Planning Commission shall review the proposed Cluster Housing Option for conformance with the provisions of this Ordinance, the intent, spirit, and purpose of this Article, and the statement of Eligibility Principles listed in Section 22.1. ~~and its compatibility with adjacent uses of land, the natural environment, and the capability of public services and facilities affected by the proposed Cluster.~~

SEC. 22.4
SEC. 22.5

PUBLIC HEARING REQUIREMENTS
PLANNING COMMISSION
RECOMMENDATION

Charter Township of Plymouth Zoning Ordinance No. 99

Article 22: Single Family Cluster Housing

Within a reasonable time following the public hearing and having a complete application, the Planning Commission shall recommend to the Township Board of Trustees approval, denial or approval with conditions of the Cluster Option. The decision and basis for the decision shall be recorded in the meeting minutes. The Commission's recommendations shall be forwarded to the Township Board of Trustees stating the Commission's findings, recommendations and any recommended conditions of approval.

SEC. 22.6 TOWNSHIP BOARD ACTION

Upon receipt of the recommendations of the Planning Commission, the Township Board shall review the application, recommendations, and may approve, approve with condition, or deny the application. The decision and basis for the decision shall be recorded in the meeting minutes.

SEC. 22.7 DISAPPROVAL BY TOWNSHIP BOARD

If the Township Board denies the request to apply the provisions of the Cluster Housing Option to the parcel of land as described in the survey submitted with the application, it shall record the decision and the basis for the decision in the meeting minutes. In the case of a denial, development of the subject property can be made only in accordance with the provisions of the Zoning Ordinance for the district where the property is located.

SEC. 22.8 APPROVAL BY TOWNSHIP BOARD

If the Township Board of Trustees approves the request to apply the provisions of the Cluster Housing Option to the parcel of land as described in the survey submitted with the application, ~~it shall record the decision and the basis for the decision in the meeting minutes.~~ A approval by the Board shall confer approval to develop the parcel of land described in the application under the conditions and requirements of the Cluster Housing Option. Such approval shall be further subject to the following:

1. Cluster Housing Option approval shall not constitute approval of a preliminary plat, final plat, final site plan or final site condominium plan.
2. Approval Period: Said approval by the Township Board of Trustees shall grant the applicant a period of one (1) year ~~and six (6) months~~ from the date of Cluster Housing Option approval to submit and receive final site plan or final site condominium plan approval (dependent upon the method of ownership proposed), and to submit a CHO contract for approval to the Township Board.
3. Extensions of Cluster Housing Option approval may be granted by the Township Board upon written request of the applicant and upon showing of good faith and effort by the applicant. Failure to request such extension shall be deemed an abandonment of the proposed Cluster Housing Option.
4. Approval of the final site plan or final condominium site plan and approval of a Cluster Housing Option contract by the Township Board is a prerequisite for issuance of a building permit by the Department of Building and Code Enforcement.

SEC. 22.9 CONTRACT REQUIREMENTS

SEC. 22.6	TOWNSHIP BOARD ACTION
SEC. 22.7	DISAPPROVAL BY TOWNSHIP BOARD
SEC. 22.8	APPROVAL BY TOWNSHIP BOARD

Charter Township of Plymouth Zoning Ordinance No. 99

Article 22: Single Family Cluster Housing

Prior to final site plan, final plat, or final condominium site plan approval, or in conjunction with the respective submissions, the applicant shall submit to the Planning Commission for recommendation and to the Township Board for approval, a proposed contract setting forth the conditions upon which approval of the Cluster Housing Development is based. The contract, after review by the Planning Commission and approval by the Township Board, shall be entered into between the Township and the developer. Said contract shall provide:

1. The manner of ownership of the land, including mineral rights.
2. The manner of the ownership and of the dedication of the common open land space, parks and/or amenities.
3. The restrictive covenants required for membership rights and privileges, maintenance and obligation to pay assessments for the common open land space, parks and/or other features. The dedicated open space shall be set aside by the developer through an irrevocable conveyance and protected by a Maintenance Agreement, in a form and manner acceptable to the Township. Such conveyance shall assure the open space will be protected and used as intended on the concept plan. Said documents shall bind all successors and future owners in fee title to commitments made as part of the proposal, but shall allow transfer of ownership and control to a subdivision or condominium association consisting of residents within the development, provided notice of such transfer is provided to the Township. Such conveyance shall indicate the allowable use(s) within the dedicated open space. Upon transfer to a successor of the developer, the open space shall be maintained by the property owners association or condominium association.
4. The stipulations pertaining to commencement and completion of the phases of the development, to construction, installation, repairs and maintenance of improvements, to obligations for payment of any costs, expenses or fees planned or reasonably foreseen, and to the manner of assuring payment of obligations.
5. Provisions for the Township to effect construction, installation, repairs and maintenance and use of public utilities, storm and sanitary sewers and drainageways, water, streets, sidewalks and lighting, and of the open land and improvements thereon, and any other conditions of the plan, and the manner for the assessment, and enforcement of assessments for the costs, expenses, or fees incidental thereto against the applicant, or the future owners or occupants of the Cluster Housing Development.
6. The Final Development Plan, final condominium site plan or final plat shall be incorporated by reference and as exhibits.
7. Provisions reasonably and necessarily intended to protect public health, safety, morals or general welfare of neighboring residents or the Township as a whole, to address any conditions of approval, or to further the purpose and intent of this Article.

SEC. 22.10 GENERAL CONDITIONS

The option allows for development of detached and attached one family dwelling clusters in the R-1-E, R-1-H, R-1-S, R-1, ~~R-M~~ and R-2 Residential Districts.

Charter Township of Plymouth Zoning Ordinance No. 99

Article 22: Single Family Cluster Housing

1. Clustering of the dwelling units shall be in a manner which preserves the basic amenities normally found in single family residential neighborhoods, while allowing for innovative site layout, and a ~~potential~~ increase of common open space, parks, natural areas, and/or amenities.
2. Open space shall be designed to achieve the following, as applicable on a site-by site basis:
 - (a) Organized around the site's most important natural features, a physical design element or to link existing and planned open spaces.
 - (b) Provide pedestrian pathways within the open spaces and link with adjacent open spaces, public parks, Township facilities or existing and planned non-motorized routes.
 - (c) Provide areas for active public recreation, informal spontaneous recreation or passive recreation amenities for the benefit of residents or users of the development.
 - (d) Preserve or create a buffer from adjacent land uses.
 - (e) Be highly visible within the development and/or from public view.
3. Each dwelling unit shall be provided with a private exterior entrance, with visual and physical separation from adjacent dwelling units.
4. The method by which dwelling units may be attached shall be limited to the following:
 - (a) A common party wall in the garage portion of the unit only.
 - (b) Obscuring walls, architectural screens fencing or similar elements designed to create a private outdoor area.
 - (c) A common party wall between individual dwelling units, which defines interior living or storage space, provided that the exterior design of the building is compatible with existing single family structures located in the general area in architectural style, size, overall floor area and height, and that the structure complies with acoustic control standards as established by the Chief Building Official ~~for Cluster Housing.~~
5. Where the proposed cluster development abuts an existing conventional single family subdivision or land zoned for single family use, the Planning Commission shall ensure that an orderly transition occurs in one of the following manners:
 - (a) Detached single-family dwellings, subject to the standards of the Schedule of Regulations for the particular zoning district.
 - (b) Open or recreation space and associated amenities. Any accessory uses / structures that are a significant different scale or character than the surrounding residential districts (such as tennis courts, parking areas, etc.) shall not be located near the boundary of the development so as to negatively impact the residential use of adjacent lands.
 - (c) Sufficient change of topography.
 - (d) Buffer plantings of sufficient size, character, density and quantity to adequately provide for an orderly transition.
 - (e) Any other means the Planning Commission finds to be consistent with the spirit and intent of this Ordinance and the objectives of this Article.

Charter Township of Plymouth Zoning Ordinance No. 99

Article 22: Single Family Cluster Housing

6. Attached dwelling units shall be subject to the following:
 - (a) The maximum number of units which may be attached shall be ~~four (4)~~ six (6) units.
 - (b) The exterior design of the structures shall be compatible with existing single family structures located in the general area of the project in regards to architectural style, size, overall floor area and height.
 - (c) Variety in the design of individual units shall be provided by the use of design details which do not appear to be continuous or repetitious. A building pattern which is repetitious throughout the project shall not be permitted.
7. All buildings shall be set back a minimum of forty (40) feet from the street setback line for a major thoroughfare [projected right-of-way one hundred twenty (120) feet] or collector road [projected right-of-way eighty-six (86) feet]. The Planning Commission may reduce this requirement to allow development consistent with existing or future single family developments along the major thoroughfare or collector road.
7. All buildings shall be set back a minimum of forty-two (42) feet from the edge of any internal private street providing general circulation through the site. A minimum setback of twenty-five (25) feet ~~shall be provided on drives whose primary purpose is to serve as access for only a few units.~~ may be permitted, provided the project offers exemplary design and neighborhood best practices, such as additional recreational amenities, pedestrian connections, and streetscape enhancements with additional landscaping and street lighting. ~~The Planning Commission on the basis of the Site Plan shall determine which streets provide general circulation and those which serve only a few units.~~

8. Yard and Building Separation Standards

The requirements of Article 20, Schedule of Regulations applicable for minimum lot size and yard requirements shall not apply under the Cluster Housing Option. The arrangement of buildings, distances between buildings and intended use of yard areas shall be reviewed by the Planning Commission. Yard requirements and minimum separation distances between buildings shall be provided as follows:

- (a) Separation between Detached Dwelling Units. A minimum of ten (10) feet shall be provided between each detached unit except that the distance between garages or between a garage and living area may be reduced to six (6) feet with Planning Commission approval. The applicant shall clearly indicate the intended use of outdoor and indoor areas and proposed elevations facing each other. Where the space between units is intended for use as outdoor living space, the separation shall be a minimum of twenty (20) feet.
- (b) Separation between Dwelling Clusters. Minimum spacing between clusters shall be determined by the number of living units that are arranged in any cluster group, as shown in the following table:

Charter Township of Plymouth Zoning Ordinance No. 99

Article 22: Single Family Cluster Housing

NUMBER OF LIVING UNITS PER CLUSTER	MINIMUM DISTANCE BETWEEN CLUSTERS (feet)
1 Unit Cluster and a 1 Unit Cluster	10.0
1 Unit Cluster and a 2 Unit Cluster	15.0
1 Unit Cluster and a 3 Unit Cluster	20.0
1 Unit Cluster and a 4 Unit Cluster	25.0
2 Unit Cluster and a 2 Unit Cluster	20.0
2 Unit Cluster and a 3 Unit Cluster	25.0
2 Unit Cluster and a 4 Unit Cluster	30.0
3 Unit Cluster and a 3 Unit Cluster	30.0
3 Unit Cluster and a 4 Unit Cluster	40.0
4+ Unit Cluster and a 4+ Unit Cluster	40.0

- (c) Planning Commission Modifications. After review of the proposed plan and the proposed-use of yard areas and arrangement of buildings, the Planning Commission may require additional setbacks or separation distances between buildings or clusters of buildings to ensure that the intent of this Ordinance is carried out and the public health, safety and welfare of the community is adequately served and may reduce separation distances between buildings or clusters of building where sufficient justification is presented and where the public health and safety is not compromised.
- (d) The minimum building setback in a Single Family Cluster shall be 50 feet from any perimeter property line or street setback line of the development parcel. However, based on factors such as lack of impacts on adjacent sites or the particular relationship of the building(s) to the side and/or rear property line, the Planning Commission may reduce the required building setbacks from any side or rear property line. In no case shall be building setback be less than 35 feet.
- (e) Where a building in a Single Family Cluster sides to the right-of-way of a road, the minimum building setback from the street setback line shall be equal to the front yard setback for the abutting zoning district, if one of the abutting districts fronting the same road is zoned single family residential. In no case shall the building setback be less than 25 feet.
9. Where the proposed cluster development abuts a designated thoroughfare and/or collector road, the Planning Commission shall ensure that the treatment along said roads is compatible with existing or future single family developments in the area, and that an orderly transition occurs in one of the following manners:
- Detached single family dwellings, subject to the standards of the Schedule of Regulations for the particular zoning district.
 - Open or recreation space and associated amenities.
 - Sufficient change of topography.

Charter Township of Plymouth Zoning Ordinance No. 99

Article 22: Single Family Cluster Housing

- (d) Buffer plantings of sufficient size, character, density and quantity to adequately provide for an orderly transition.
- (e) Mounding or berming of sufficient size, height and slope to insure proper maintenance of the area and to adequately provide for an orderly transition.
- (f) Any other proposed means the Planning Commission finds to be consistent with the spirit and intent of this Ordinance and the objectives of this Article.

10. Architectural Standards

The following minimum architectural design and exterior wall finish materials standards are intended to encourage greater design variety, encourage greater variety and interest in the design of individual buildings, minimize repetition of design elements between neighboring structures, avoid design monotony within neighborhoods and prohibit the use of materials that are less permanent or are not consistent with a residential appearance.

Residential structures in a Cluster Housing development shall be subject to the following, unless otherwise determined by the Planning Commission:

- (a) Facade Materials. A minimum of ~~forty (40)~~ sixty (60) percent of the exterior vertical surface of the principal building façades shall be finished with brick, stone or similar decorative masonry materials approved by the Planning Commission. Variations in color shall be kept to a minimum and shall be in harmony with the surrounding area.
- (b) Other Elements. Other architectural elements intended to increase architectural variety, interest and reduce monotony in building design may be required by the Planning Commission. Such elements may include variation of the location and design of building entries, garage door orientation, porches, window openings, roof design and pitch, building materials, etc.
- (c) Variety in the design of individual units on each block shall be provided by the use of design details which do not appear to be continuous or repetitious. A building pattern which is repetitious throughout the project shall not be permitted.
- (d) A minimum of 50% of residential units shall have side entry, rear entry or detached garages. Attached front facing garages shall incorporate design elements that diminish the appearance of the garage. Attached front facing garages shall be recessed a minimum of five-feet behind the front building line.
- (e) Planning Commission Modifications. The Commission shall have the authority to vary the specific requirements of this subsection upon determination that alternative designs, materials or other architectural elements would be in accordance with the Purpose and Eligibility Principles sections of this Article.

- 11. Covenants and Restrictions or Master Deed: Architectural standards required as conditions of Cluster Housing development approval shall be included in the covenants and restrictions and/or master deed of the development.

Charter Township of Plymouth Zoning Ordinance No. 99

Article 22: Single Family Cluster Housing

12. Open spaces shall include all-weather pedestrian paths to permit convenient access for residents. Access easements connecting local streets within the cluster development to open spaces shall have a minimum width of ten (10) feet.

SEC. 22.11 PERMITTED DENSITIES

The area used in computing overall density shall be the gross site area including any dedicatable interior right-of-way less than eighty-six (86) feet in width and twenty-five percent (25%) of the water area of water located wholly within the boundaries of the parcel. Permitted dwelling unit density shall be further subject to the following:

1. Planning Commission Modifications

The Planning Commission may vary the ~~percentage of water area to be used in the density calculation~~ overall gross density of up to 25 percent when a developer conveys land for open space, recreation, or other purposes that is accessible to the public, upon determination that such an increase would be within the spirit and intent of the Cluster Option as established in the Purpose Section and the overall ~~projection~~ project would be in harmony with the existing and proposed land patterns of adjacent properties and the general planning area.

The following gross densities may be permitted, subject to modification:

ZONING DISTRICT	MAXIMUM NUMBER OF DWELLING UNITS PER ACRE
R-1-E	0.86
R-1-H	1.70
R-1-S	3.05
R-1	5.00
R-2	9.40

Exemplary Projects. An additional density bonus, greater than 25 percent, may be considered by the Planning Commission for exemplary projects. To qualify, the proposed development must provide a recognizable and substantial benefit to the residents of the community and overall quality of life in the Township through site design in excess of the requirements of this Ordinance, such as extensive landscaping, unique site features, preservation of woodlands / natural features, creation of recreation amenities, and buffering. Not less than 25 percent of the site shall be conveyed as common open space, exclusive of, right-of-way, lots and streets.

Density Impact. The proposed type and density of use shall not result in an unreasonable increase in the need for or impact to public services, facilities, roads, and utilities in relation to the use or uses otherwise permitted by this Ordinance, and shall not place an unreasonable impact to the subject and/or surrounding land and/or property owners and occupants and/or the natural environment. The Planning Commission may require that the applicant prepare an Impact Statement documenting the significance of any environmental, traffic or socio-economic impact resulting from the proposed open space community. An unreasonable impact shall be considered an unacceptable significant adverse effect on the quality of the surrounding community and the natural environment in comparison to the impacts associated with conventional development. Should impacts be identified, a mitigation plan is required.

Charter Township of Plymouth Zoning Ordinance No. 99

Article 22: Single Family Cluster Housing

2. Exclusions

The following shall be excluded from the area used in computing overall density:

- (a) Dedicated or dedicatable interior and exterior right-of-way equal to eighty-six (86) feet in width or greater. This shall be determined by the established street setback lines, in the case of existing streets.
- (b) Water area which is not wholly within the boundaries of the parcel to be developed.

SEC. 22.12 AMENDMENT, TERMINATION AND REVOCATION

Approval of the Final Development Plan, final plat, or final condominium site plan by the Planning Commission, and subsequent final approval by the Township Board of the Cluster Housing Option Contract, signifies the completion of the Cluster Housing development application process. The applicant shall comply with all conditions and requirements of the approved Cluster Housing Option contract and final site plan or final condominium site plan, which shall remain unchanged except upon the mutual consent of the Township and the landowner.

1. Compliance Required

Once an area has been included within the Final Development Plan, final plat, or final condominium site plan approved for a Cluster Housing Development, no development may take place in such area nor may any use thereof be made except in accordance with said plan, or in accordance with a Board approved amendment thereto, unless the plan is terminated as provided herein.

2. Amendment

An approved Cluster Housing contract and Final Development Plan, final plat, or final condominium site plan may be amended in the same manner provided in this Article for approval of the ~~original~~ Final Development Plan and Contract, excluding scope of work which is permitted by Section 29.4: Administrative Review.

3. Termination

An approved CHO Contract and Final Development Plan, final plat, or final condominium site plan for a Cluster Development may be terminated by the applicant prior to any development within the Cluster Housing Development involved by filing with the Township Clerk and recording in the Wayne County Records an affidavit so stating. The approval of the CHO Contract and Final Development Plan, final plat, or final condominium site plan for the Cluster Housing Development shall terminate upon said recording. No approved CHO Contract and Final Development Plan, final plat, or final condominium site plan shall be terminated after any development commences, except with the approval of the Township Board and of all parties of interest in the land, except as outlined below.

4. Revocation

A Cluster Housing Option approval may be revoked by the Township Board in any case where the conditions of such approval have not been or are not being complied with. If it is determined that the conditions of the approval are not being met, the Chief Building Official shall issue an immediate stop work order and communicate in writing his actions to the applicant and to the

Charter Township of Plymouth Zoning Ordinance No. 99
Article 22: Single Family Cluster Housing

Township Board with reason therefore. The Township Board shall give the applicant notice of its intention to revoke such approval at least ten (10) days prior to review of said approval by the Board. After conclusion of such review the Township Board may revoke such approval if it finds that a violation in fact exists and has not been remedied prior to such hearing.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**NEW
BUSINESS**

**ITEM F.5
CONTRACT FOR “CITYWORKS” DATA
MANAGEMENT SYSTEM
RESOLUTION #2019-01-22-08**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: January 22, 2019

ITEM: Cityworks/CMMS Implementation, Resolution #2019-01-22-08

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

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

BACKGROUND:

The Township DPW acquired Cityworks, a Computerized Maintenance Management System (CMMS) under the SAW Grant Program in 2018. Cityworks is a GIS-centric asset management software system that serves as an operational and management tool for identifying, planning, scheduling, executing, and ultimately analyzing maintenance work performed on Township water and sewer assets.

Cityworks will allow DPW staff to effectively receive and track resident inquiries, create and schedule work orders, record inspections, track resource usage (labor and material) and produce applicable reports. Also, since Cityworks is a web GIS-centric system, the Township's water and sewer GIS data and analysis tools will be fully integrated and easily accessible to users, both in the office (desktop) and field (mobile).

The first phase of Cityworks implementation was completed in November 2018 as part of the SAW Grant. This phase included software system acquisition and configuration for the wastewater collection assets. The Township's sewer assets were updated in the GIS and data including recent sewer CCTV videos and reports were integrated with the system.

Prior to system roll-out/go-live, the second phase of implementation is required; namely, configuration of the system for the water assets and system user training. These tasks were not part of the SAW Grant program since grant eligibility pertained to wastewater, not water, asset management. Second phase tasks are similar to first phase but pertain to water assets.

It is recommended GHD leads second phase implementation. GHD was the lead consultant under the Township's successful SAW Grant Program and led effort in first phase implementation of Cityworks. GHD's proposal is attached and outlines scope of work similar to first phase implementation in addition to system user training. As in first phase, GHD will continue to team with Ritter GIS, a small local GIS firm with past Township experience. GHD has extensive national asset management experience and, as a result of its lead role in developing the Township's wastewater asset management plan under SAW, is familiar with DPW assets, business processes/workflows and its water and sewer GIS data and needs.

ACTION REQUESTED: Approve

BUDGET/ACCOUNT NUMBER: \$50,000 / 592-172-820.000

MODEL RESOLUTION: I move to approve Resolution #2019-01-22-08, authorizing GHD to perform the work in accordance with the attached proposal from GHD in an amount not to exceed \$50,000 for completing Cityworks implementation.

ATTACHMENTS: Proposal

Moved by: _____ Supported by: _____

ROLL CALL:

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

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

RESOLUTION # 2019-01-22-08

CONTRACT WITH "CITYWORKS" DATA MANAGEMENT SYSTEM

At a regular meeting of the Board of Trustees for the Charter Township of Plymouth (the "Board"), held at Township Hall located at 9955 N. Haggerty Road, Plymouth, Michigan on January 22, 2019, the following resolution was offered:

WHEREAS, the Charter Township of Plymouth Board of Trustees has utilized "Cityworks"; a computerized maintenance management system under the SAW Grant Program in the past, and,

WHEREAS, "Cityworks", as a program will allow

for better receipt and tracking of user inquiries and streamline the operations of the staff to serve the needs of township residents and,

WHEREAS, implementation of this system will allow for the configuration of the system for the water assets and system user training, and provide this web GIS-centric system allowing full integrations and accessibility to users; enhancing current offerings of the Township and,

NOW, THEREFORE, be it resolved that the Board of Trustees of the Charter Township of Plymouth hereby approves Resolution #2019-01-22-08, authorizing the implementation of Cityworks/CMMS in an amount not to exceed \$50,000.00

Present: [Clinton, Heitman, Doroshewitz, Dempsey, Heise, Vorva, Curmi]

Moved by: _____

Supported by: _____

Roll Call Vote

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

Adopted: Regular Meeting of _____ 2019

Jerry Vorva, Clerk, Charter Township of Plymouth

Certification

STATE OF MICHIGAN)

)

COUNTY OF WAYNE)

I hereby certify that the foregoing is a true copy of the above Resolution, the original of which is on file in my office.

Jerry Vorva, Clerk
Charter Township of Plymouth

Date

Resolution: 2019-01-22-08



January 7, 2019

Reference No. 11109817

Patrick J. Fellrath, P.E.
 Division of Public Services
 Charter Township of Plymouth
 9955 N. Haggerty Rd
 Plymouth, MI 48170

Dear Mr. Fellrath:

Re: Proposal for Cityworks Implementation Services – Water Assets

GHD appreciates the opportunity to provide the following proposal describing GHD's scope of services for Cityworks configuration, training and support services for the water assets at Plymouth Township (Township). A description of the scope and a summary of the fee is provided below for your consideration.

Scope of Services

GHD will assist the Township with implementing their new Cityworks CMMS software as described below.

Task 1: Project Management

GHD will work closely with the Township to address project related issues and achieve a successful implementation. GHD will provide monthly invoicing, participate in bi-weekly (twice per month) project meetings, and maintain an issues and actions log.

Task 1.1 Meetings

One half-hour bi-weekly (twice per month) meeting will be held via conference call. The project team – consisting of Matt Lamb and Kathleen Zynda – and the Township's Patrick Fellrath and Operations representatives are anticipated to participate in these meetings as appropriate. A meeting summary will be provided within three (3) business days for each meeting and will include the following information:

- Meeting subject, date, and time
- Meeting participants
- Meeting agenda
- Updated Issues and Actions Log
- Notes in summary form including key decisions made

Task 1.2 Invoicing

GHD will provide invoices monthly. Invoices will include cumulative hours spent and percent budget remaining.



Task 1 Assumptions

- The project schedule anticipates completion for the water distribution assets three (3) months from notice to proceed.

Task 1 Deliverables

- Facilitate bi-weekly (twice per month) half-hour progress update conference calls
- Monthly invoice
- Updated Issues and Actions Log

Task 2: Configuration Planning for Software and Data

This task analyzes the current data structure of the Township's GIS and compiles the findings from the Business Process Workshops performed during the software RFP process, to define requirements for the Cityworks software configuration.

Task 2.1 GIS Review

GHD will design and build the Plymouth Township ArcGIS Online site to be integrated with the Cityworks application. This process includes the publication of water utility web and feature services that will be defined in Cityworks AMS.

Prior to integrating the water services, a review of the GIS data will be completed to check that defined GIS attributes are included. Schema changes will be presented and approved prior to updating and will include Cityworks defined fields.

GHD will build upon the services developed during the wastewater implementation and add five (5) services and one (1) basemap for the water utilization.

Task 2.2 Document Configuration Guide

GHD will provide the Township with a list of needed configuration requirements for the Township to gather. The following is a sample of the types of information that will be needed to finish the water configuration component of Cityworks:

- **Work orders** – list of the primary activities each department handles.
- **Tasks** – list of the tasks associated with the work orders.
- **Materials and equipment** – a list and organizational method for work order materials and equipment.
- **Service requests** – defining problem types, call taker questions and answers, etc. for water-related service calls.
- **Projects** – define on-going municipal and capital improvement projects.
- **Contractors** – details about contractors used for work activities.



- **Inspections** – list of inspections completed against assets along with the information captured during the inspection.
- **Storeroom** – details concerning the storeroom names, stock on hand and security.

The information gathered from the Township will be documented in a series of worksheets that will be used to custom configure the out-of-the-box Cityworks setup to meet the Townships specific needs. The process of finalizing the configuration guide is intended to be interactive, with GHD providing the framework and guidance, and the Township populating the fields remaining after the initial workshop decisions.

Once the draft configuration guide has been completed, GHD will review and, if necessary, provide recommendations on changes that may be necessary to meet each division's and the Township's overall needs. Although the guide will exist as a living document that may change during the baseline implementation and testing, it will serve as the guideline for the initial Cityworks setup.

The configuration document is anticipated to contain:

- Login and environment setup
- Current datasets
- Current business process workflows
- Required system interfaces and instructions on communications
- Customizations in Cityworks
- Configuration worksheets

Task 2 Assumptions

- The Township will review and provide feedback on deliverables in a timely manner.
- The Township will gather as many requirements as possible, including but not limited to:
 - Materials list
 - Equipment list
 - Inspection criteria
 - Current list of inspections
 - Work orders/work request list to be generated by system
 - Task list
 - Materials and equipment
 - Service requests
 - Projects



- List of contractors

Task 2 Deliverables

- Configuration document

Task 3: Cityworks Configuration

The goal of this task is to configure Cityworks based on the configuration documentation produced in Task 2 and deploy in the Townships Test environment for review prior to final implementation.

Task 3.1 Configure System

Once the initial configuration and planning tasks are completed, GHD will perform a baseline configuration and implementation of Cityworks in the Test environment. The baseline implementation will consist of the Cityworks system configured to the specifications documented in the initial draft of the configuration guide.

This task will focus on work order and request types, work tasks for each work order type, login, concepts, data model, viewing, employees and labor classifications, inventory types, creating and managing call center activities, and other configuration issues pertinent to the water distribution assets.

Task 3.2 Develop Testing and Acceptance Plan

GHD will develop a testing plan that documents the goals for the testing program, the testing methodology including test environment, participants, process and schedule requirements, the change control documentation process, and acceptance procedures. Also included are test scripts for service requests, work orders, and inspection types and a final acceptance sign-off document.

Task 3.3 Perform System Testing

GHD will work with Township staff to perform system acceptance testing. Major system functions and primary workflows will be tested. Approved test scripts will serve as a checklist for system testing.

Testing should involve the core Township project team, or power users. Testers will work through test scripts, complete the test script forms and submit them to a test administrator for review. The administrator will document system deficiencies into an Issues Log. Once testing is complete, this Log will be the source of information for configuration deficiencies to be addressed by GHD. As some of the items listed as deficiencies may be product bugs or deficiencies, GHD and the Township will agree on the items listed in the deficiency log that will be corrected.

Task 3.4 Revise System Configuration

Once the baseline testing instance for the water distribution system has been tested, necessary and agreed revisions will be made to the system configuration. A training environment will then be created for end-user training from the final production instance so that applicable users can be trained using the same production environment in which they will go live.



Task 3 Assumptions

- The Township will provide adequate meeting facilities
- The Township will review and comment on the Test plan
- The Township will conduct all testing
- GHD will provide remote testing support as required
- The Township will provide GHD with remote login credentials
- Configuration deficiencies will be documented in the Issues Log

Task 3 Deliverables

- System configured remotely as per agreed upon final Configuration Guide
- Test Plan
- Test scripts for service requests, work orders and inspections

Task 4: Reporting

Cityworks has many out of the box reporting capabilities as well as saved search options and inbox configurations to obtain information. GHD will work with Plymouth Township and identify key reports that are needed during the configuration workshop.

Up to 10 hours of reporting services will be allotted for inbox, saved search and custom report development for water assets.

Task 5: Training

Training for this system implementation will incorporate classroom training, use of training handouts or "cheat sheets," and follow-up, one-on-one sessions with end users during system go-live. The use of "real world" examples is encouraged during the scheduled training sessions. Our experience has shown that some of the most effective system training is based on users performing system procedures with actual work examples.

Task 5.1 Deliver Administrator Training

Once the system has been deployed, management of it will be turned over to the Township. Administrative support tasks are wide-ranging but may involve maintaining data tables, making changes to service request or work order templates or customizing the look of screens. In order to begin the process of knowledge transfer from the implementation team to the system administrator, one or more Township representatives will be selected to participate in the Cityworks administrator training. This will provide the Township with the knowledge necessary to maintain their system.



Administrator training will be a one (1) day on-site, one-on-one coaching session rather than a more formal classroom training approach. This will provide initial exposure to the software and allow the system testing of Task 3.2 to serve as an additional training exercise and exposure element prior to end-user training.

Cityworks Administration training covers the following topics:

- Navigating Designer
- Accessing and Managing Employees
- Accessing and Managing Equipment
- Accessing and Managing Contractors
- Domain Administrators and CWDBA Domains
- Groups
- Preferences and Codes
- Email Events and Triggers
- Site Menu
- GIS Configuration
- Web Site Administration
- Administrator Functions in the User Interface

Training materials for administrator training will be the standard Cityworks-developed administrator guide.

Task 5.2 Deliver End User Training

Classroom-based training sessions will be conducted prior to live deployment to help users be prepared to use the system to its potential according to the business processes developed during the software discovery phase of the project. Training will include both demonstration and hands-on scenario-based exercises using system tools and functionality.

GHD will provide three (3) days of onsite training to Cityworks users. GHD uses a team of two instructors for each hands-on classroom training session, where one instructor leads the session and demonstrates key concepts, while the second instructor provides assistance to individual users as needed throughout the session. This use of two instructors keeps the training session on schedule, while providing individual assistance where necessary.

Course topics for end user-training cover the following:

- User Interface, the Map, and Asset Search
- Work Orders
- Service Requests
- Advanced Cityworks Functionality
- Mobile
- Inspections
- Storeroom

Training materials will be the standard Cityworks-developed user guide in combination with custom developed "cheat sheets" summarizing common tasks.



Task 5 Assumptions

- The Township will assist in the development and review of a training plan
- The Township will provide a training room appropriately sized for the number of participants
- Plymouth Township will ensure attendance of identified staff
- Township trainees will use their own computers and mobile devices

Task 5 Deliverables

- Training plan and training documentation
- Conduct administrator training
- Conduct end user training per training plan
- Training materials/cheat sheets

Task 6: Go-live

During deployment, GHD will work with the Township system administrators and Cityworks to deploy the Cityworks Production environment from the Development environment, which has been previously configured and tested. The Production environment will be tested to check that it performs as expected and is in conformance with the approved development system.

Beginning on the day of the system go-live, (the day immediately following the last day of on-site training), GHD will provide two (2) days of on-site support to address questions and issues that may arise. This will include providing one-on-one assistance for users who have questions or need additional support to get started using the new system. GHD will walk users through system procedures, as needed, and point out system documentation that is available to the system users.

After the initial system deployment, GHD will continue to be available to provide remote guidance and assist the Townships system administrator by phone, WebEx, or email during business hours.

Task 6 Assumptions

- GHD will be on-site for one (1) full week. Mon/Tues/Wed will be end-user training and Thursday and Friday will be system go-live.

Task 6 Deliverables

- 16 hours of onsite support
- 8 hours of remote support



Project Team

GHD will utilize the following key staff, supported by others as required, to complete this scope of work:

- Seth Yoskowitz – Principal QA/QC
- Matt Lamb – Project Manager
- Kathleen Zynda – Sr. Asset Management Advisor
- Jennifer Dustin – Asset Management Advisor
- Madeleine Tecci – Asset Management Advisor

GHD has teamed with Ritter GIS to complete the ArcGIS online components as per the teaming effort under the SAW Grant implementation services performed for the wastewater assets.

Fee

Task Description	Estimated Hours	Estimated Labor Cost	Estimated Expenses	Estimated Fee
Task 1: Project Management	21	\$3,950	\$350	\$4,300
Task 2: Configuration Planning for Software & Data	42	\$9,200	\$1,100	\$10,300
Task 3: Cityworks Configuration	75	\$9,850	\$450	\$10,300
Task 4: Reporting	10	\$1,250	\$100	\$1,350
Task 5: Training	108	\$13,550	\$3,700	\$17,250
Task 6: Go Live	32	\$4,550	\$1,900	\$6,450
Totals	288	\$42,350	\$7,600	\$49,950

GHD will perform the scope of services for a fee not to exceed \$49,950 as shown on the above fee estimate.

We look forward to providing continued support to Plymouth Township on this project. Please contact the undersigned with any questions at 248-893-3392.

Sincerely,

GHD

Matthew Lamb

ML/4

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**NEW
BUSINESS**

**ITEM F.6
REQUEST TO ALLOCATE WAYNE COUNTY
LOCAL ROAD IMPROVEMENT FUNDS
RESOLUTION #2019-01-22-09**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: January 22, 2019

ITEM: Request to allocate 2018-19 Wayne County Local Road Improvement Funds to Plymouth Notch (Litchfield Road) Special Assessment District Project, Resolution #2019-01-22-09

PRESENTERS: Supervisor Heise

BACKGROUND: I am requesting your consideration to formally allocate our portion of the 2018-19 Wayne County Local Road Improvement Funds to the Plymouth Notch (Litchfield Road) Special Assessment District Project in the amount of \$388,888.00. The road is in a serious state of disrepair, and residents are looking at substantial costs per household to repair it. As you can see on the attached spreadsheet, allocating the County funds will help lower the overall costs per homeowner, which will still be substantial in relation to the average township SAD projects. We will need to approve an Intergovernmental Agreement with the County to receive these funds which will come before you at a later date.

PROPOSED MOTION: I move to approve Resolution #2019-01-22-09, authorizing the 2018-19 Wayne County Local Road Improvement Funds to the Plymouth Notch (Litchfield Road) Special Assessment District Project in the amount of \$388,888.00 and request that the Supervisor negotiate an Intergovernmental Agreement with the County for receipt of the funds.

Moved By _____ Seconded By _____

ROLL CALL:

___Vorva___ Clinton, ___Curmi, ___Heitman, ___Doroshewitz, ___Dempsey, ___Heise

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

**RESOLUTION TO AUTHORIZE DISSEMINATION OF 2018-19
WAYNE COUNTY LOCAL ROAD IMPROVEMENT FUNDS**

RESOLUTION #2019-01-22-09

At a regular 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 January 22, 2019, at 7:00 p.m.

WHEREAS, The Board of Trustees of the Charter Township of Plymouth was presented with a request to formally allocate our (Plymouth Township's) portion of the 2018-19 Wayne County Local Road Improvement Funds to the Plymouth Notch (Litchfield Road) Special Assessment District in the amount of \$388,888.00,

WHEREAS, the road is in a state of disrepair resulting in substantial costs per household to repair it, and

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Plymouth Board of Trustees does hereby approve Resolution #2019-01-22-09, authorizing the allocation of the aforesaid Local Road Improvement funds to be applied to the costs for the improvement of Plymouth Notch Subdivision and to authorize the Supervisor to negotiate an intergovernmental agreement with the County for receipt of the funds.

Motion By:

Seconded By:

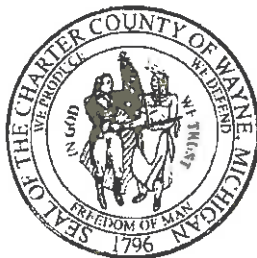
Roll Call Vote:

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

Motion Passed

Jerry W Vorva, Clerk

January 22, 2019



Warren C. Evans
Wayne County Executive

March 26, 2018,

Supervisor Kurt Heise
Plymouth Township
9950 N. Haggerty Road
Plymouth, MI 48170

RE: Wayne County Road Initiative Funding Dollars

Dear Supervisor Heise:

Wayne County Department of Public Services' Engineering Division would like to notify you of the continuation of the Wayne County Local Partnering Initiative for the Township Roads.

Wayne County Department of Public Services' (DPS) Engineering Division will allocate funds to repair, resurface or reconstruct existing local township residential zoned roads under Wayne County's Jurisdiction.

Wayne County Engineering Division will make available \$388,888.00 to fund this initiative. The township has approximately two years from the signed agreement to utilize the allocated funding upon execution of an intergovernmental agreement (IGA) with Wayne County. To qualify for project reimbursement, your township must match at least 20% of the total cost of a project with local funding. Wayne County will fund up to 80% of the project costs capped at the amount available. Wayne County will not reimburse for administration and design cost. Construction administration and design must be performed by a qualified engineer and paid for by the township. Contracts for all work will be bid and awarded by the township, with a copy of each agreement executed between the township and the contractor supplied to Wayne County DPS. All design and construction work must be approved, permitted, and inspected by the Wayne County Department of Public Services, Engineering Division.

Wayne County will not provide funds in advance of project completion, but will reimburse township for project costs up to the amount approved in the initiative award and IGA. Work shall not commence until the IGA is fully approved and executed. After project completion, the township shall timely submit invoices, waivers of lien and other required documentation to Mr. Rafic Reslan P.E., Department of Public Services' Engineering Director, at Rreslan@waynecounty.com or mail to, Wayne County Department of Public Services Engineering Department, 400 Monroe, Suite 300, Detroit, MI 48221.

For additional information, please feel free to call Mr. Reslan at 313-224-7733.

Thank you for your cooperation.

Sincerely,

Rafic Reslan, P.E.
Director of DPS Engineering Division

Cc: Beverly J. Watts, Director Department of Public Services
Tupac Hunter, Office of County Executive
Andrew J. Kandrevas, Esq., Director of External Affairs Wayne County

DEPARTMENT OF PUBLIC SERVICES • DIVISION OF ENGINEERING - DIRECTOR'S OFFICE
400 MONROE, 3RD FLOOR, DETROIT, MICHIGAN 48226 • (313) 224-7758 • FAX (313) 224-7761



OHM Advancing Communities®

ORCHARD, HILTZ & McCLIMENT, INC.
34000 Plymouth Road, Livonia, Michigan, 48150

CLIENT: Charter Township of Plymouth

PROJECT: Litchfield Drive Reconstruction

WORK: Concrete pavement with integral curb, full cross section reconstruction.

7 inch concrete pavement over 6 inch aggregate base

30 Benefits

ENGINEER'S OPINION OF PROBABLE
CONSTRUCTION COST

Telephone: (734) 522-6711 FAX: (734) 522-6427

DATE: Sep 25, 2018

PROJECT NO. 0132-18-0020

ESTIMATOR: KMS

CHECKED BY: GAT

BASIS FOR ESTIMATE: [X] CONCEPTUAL [] PRELIMINARY [] FINAL

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	Mobilization, 10% max	LS	1	\$44,110.00	\$44,110.00
2	Audio Video Route Survey	LS	1	\$2,000.00	\$2,000.00
3	Traffic Maintenance and Control	LS	1	\$12,500.00	\$12,500.00
4	Erosion Control, Inlet Filter	EA	7	\$225.00	\$1,575.00
5	Sidewalk, Rem	SYD	25	\$15.00	\$375.00
6	Pavt, Rem	SYD	5964	\$8.00	\$47,712.00
7	Pavt, Rem, Driveway	SYD	40	\$15.00	\$600.00
8	Station Grading	STA	20	\$2,000.00	\$40,000.00
9	Subgrade Undercutting	CYD	500	\$32.00	\$16,000.00
10	Dr Structure, Tap, 6 inch	EA	7	\$250.00	\$1,750.00
11	Underdarn, Subgrade, 6 inch	FT	3500	\$16.00	\$56,000.00
12	Dr Structure Rebuild	EA	7	\$2,000.00	\$14,000.00
13	Aggregate Base, 21AA	TON	2060	\$28.00	\$57,680.00
14	Conc Pavt, Nonreinf, 7 inch	SYD	5964	\$45.00	\$268,380.00
15	Drive Approach, Nonreinf Conc, 6 inch	SYD	40	\$55.00	\$2,200.00
16	Sidewalk Ramp, ADA Conc. 6 inch	SFT	100	\$12.00	\$1,200.00
17	Sidewalk, Conc, 4 inch	SFT	300	\$7.00	\$2,100.00
18	Remove and Reset Irrigation Head	EA	50	\$100.00	\$5,000.00
19	Post, Mailbox, Remove and Reset	EA	30	\$125.00	\$3,750.00
20	Sign, Remove and Reset	EA	5	\$200.00	\$1,000.00
21	Restoration	LS	1	\$12,500.00	\$12,500.00
22	Project Cleanup	LS	1	\$5,000.00	\$5,000.00

Estimated Construction Cost \$595,432.00

Construction Contingency, 10% \$59,543.20

Estimated Total Construction Cost \$654,975.20

Engineering and Administration Costs, 25% \$163,743.80

Total Project Cost Opinion \$818,719.00

Wayne County Local Road Funding \$388,888.00

Total Project Cost w/ WC Funding \$429,831.00

Total Benefits 30

Estimated Assessment/Benefit (assuming no WC funding) \$27,290.63

Estimated Assessment/Benefit (w/ full Wayne County local road funding) \$14,327.70

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**NEW
BUSINESS**

**ITEM F.7
PROHIBITION OF MARIHUANA
ESTABLISHMENTS ORDINANCE #1016,
AMENDMENT 21
RESOLUTION #2019-01-22-10**

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

RESOLUTION #2019-01-22-10

**RESOLUTION FOR SECOND READING OF ORDINANCE #1016
AMENDMENT #21**

At a regular meeting of the Board of Trustees for the Charter Township of Plymouth (the "Board"), held at Township Hall located at 9955 N. Haggerty Road, Plymouth, Michigan on January 22, 2019, the following resolution was offered:

WHEREAS, Initiated Law 1 of 2018, Michigan Regulation and Taxation of Marihuana Act ("the Act") became effective December 6, 2018; and,

WHEREAS, the Act distinguishes six different types of marihuana establishments: "marihuana grower," "marihuana safety compliance facility," "marihuana processor," "marihuana microbusiness," "marihuana retailer," and "marihuana secure transporter;" and,

WHEREAS, the Act does not explicitly state whether a municipality may prohibit certain types of marihuana establishments, e.g. retailers, and permit other types, e.g. safety compliance facilities; and,

WHEREAS, Section 6 of the Act permits a municipality to completely prohibit or limit the number, but not type, of "marihuana establishments" within its boundaries; and,

WHEREAS, the Act provides that if a municipality does not adopt an ordinance that prohibits or limits the number of marihuana establishments, it has no control over the number and/or type of marihuana establishments that the State of Michigan may issue within the municipality's boundaries; and,

WHEREAS, the Board of Trustees of the Charter Township of Plymouth has determined that the public health, safety and general welfare is best served by adopting an ordinance in accordance with Section 6 of the Act to completely prohibit marihuana establishments within its boundaries; and

WHEREAS, MCL 42.20(2) provides that an ordinance shall not be finally passed by the township board at the same meeting at which it is introduced;

NOW, THEREFORE, be it resolved that the Board of Trustees of the Charter Township of Plymouth hereby officially introduces and approves the second reading of the Charter Township of Plymouth Prohibition of Marihuana Establishments Ordinance.

Present: [Curmi, Clinton, Dempsey, Doroshewitz, Heise, Heitman, Vorva]

Moved by:

Supported by:

Roll Call Vote

Ayes:

Nays:

Adopted: Regular Meeting of the Board of Trustees on _____.

Jerry Vorva, Clerk, Charter Township of Plymouth

Certification

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

I hereby certify that the foregoing is a true copy of the above Resolution, the original of which is on file in my office.

Jerry Vorva, Clerk
Charter Township of Plymouth

Date _____

Resolution: 2019-01-22-10

STATE OF MICHIGAN
COUNTY OF WAYNE
CHARTER TOWNSHIP OF PLYMOUTH

PROHIBITION OF MARIHUANA ESTABLISHMENTS ORDINANCE

ORDINANCE NO. 1016

AMENDMENT #21

AN ORDINANCE TO PROVIDE A TITLE FOR THE ORDINANCE; TO DEFINE WORDS; TO PROHIBIT MARIHUANA ESTABLISHMENTS WITHIN THE BOUNDARIES OF THE CHARTER TOWNSHIP OF PLYMOUTH PURSUANT TO INITIATED LAW 1 OF 2018, MCL 333.27951 ET SEQ., AS MAY BE AMENDED; TO PROVIDE PENALTIES FOR VIOLATION OF THIS ORDINANCE; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND TO PROVIDE AN EFFECTIVE DATE.

THE CHARTER TOWNSHIP OF PLYMOUTH ORDAINS:

Ordinance No. 1016, Amendment #21, the Prohibition of Marihuana Establishments Ordinance, is hereby adopted to read as follows:

SECTION I. **TITLE**

This ordinance shall be known as and may be cited as the Charter Township of Plymouth Prohibition of Marihuana Establishments Ordinance.

SECTION II. **DEFINITIONS**

Words used herein shall have the definitions as provided for in Initiated Law 1 of 2018, MCL 333.27951 *et seq.*, as may be amended.

SECTION III. **NO MARIHUANA ESTABLISHMENTS**

The Charter Township of Plymouth hereby prohibits all marihuana establishments within the boundaries of the Township pursuant to Initiated Law 1 of 2018, MCL 333.27951 *et seq.*, as may be amended.

SECTION IV. **VIOLATIONS AND PENALTIES**

1. Any person who disobeys neglects or refuses to comply with any provision of this ordinance or who causes allows or consents to any of the same shall be deemed to be responsible for the violation of this ordinance. A violation of this ordinance is deemed to be a nuisance per se.

2. A violation of this ordinance is a municipal civil infraction, for which the fines shall not be less than \$100 nor more than \$500, in the discretion of the Court. The foregoing sanctions shall be in addition to the rights of the Township to proceed at law or equity with other appropriate and proper remedies. Additionally, the violator shall pay costs which may include all expenses, direct and indirect, which the Township incurs in connection with the municipal civil infraction.

3. Each day during which any violation continues shall be deemed a separate offense.

4. In addition, the Township may seek injunctive relief against persons alleged to be in violation of this ordinance, and such other relief as may be provided by law.

5. This ordinance shall be administered and enforced by the Ordinance Enforcement Officer of the Township, by a peace officer, or by such other person(s) as designated by the Township Board from time to time.

SECTION V. SEVERABILITY

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

SECTION VI. SAVINGS CLAUSE

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

SECTION VI. PUBLICATION

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

[The remainder of this page is intentionally blank.]

SECTION VIII. EFFECTIVE DATE

This Ordinance shall take full force and effect upon publication.

CERTIFICATION

The foregoing Ordinance was duly adopted by the Charter Township of Plymouth Board Trustees at its regular meeting called and held on the 22nd day of January, 2019, and was ordered to be given publication in the manner required by law.

Jerry Vorva, Clerk

Introduced: January 8, 2019

Published: January 24, 2019

Adopted: January 22, 2019

Effective upon Publication: January 24, 2019

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**NEW
BUSINESS**

**ITEM F.8
CRIMINAL CODE SUPPLEMENTATION
ORDINANCE #1016, AMENDMENT 22
RESOLUTION #2019-01-22-11**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: January 22, 2018

ITEM: Second reading of Criminal Code Supplementation Ordinance #1016, Amendment #22, Resolution #2019-01-22-11

PRESENTER: Kevin Bennett, Attorney

BACKGROUND: Police command officers have requested that the Township update its Criminal Code to include certain provisions related to controlled substances and paraphernalia. This Ordinance addresses those requests, as well as many other concerns that have arisen over the years, including open house parties, use of chemical agents for intoxication, misrepresenting age to obtain alcoholic liquor, possession or use of tobacco, vapor products or alternative nicotine products by minors, breach of peace, animal cruelty, and public intoxication. It also updates the Criminal Code to comply with the Michigan Regulation and Taxation of Marihuana Act.

This is the second reading of the Ordinance. The Board approved the first reading at the January 8, 2019 meeting.

PROPOSED RESOLUTION: I move to approve Resolution #2019-01-22-11, second reading and authorization to publish the Charter Township of Plymouth Ordinance #1016, Amendment #22; Criminal Code Supplementation and to make the Ordinance effective on January 24, 2019.

Moved By _____ Seconded By _____

ROLL CALL:

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

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

RESOLUTION # 2019-01-22-11

**RESOLUTION FOR SECOND READING OF ORDINANCE #1016
AMENDMENT #22**

At a regular meeting of the Board of Trustees for the Charter Township of Plymouth (the "Board"), held at Township Hall located at 9955 N. Haggerty Road, Plymouth, Michigan on January 22, 2019, the following resolution was offered:

WHEREAS, MCL 42.15 provides that a charter township may enact such ordinances as may be deemed necessary to provide for the public peace and health and for the safety of persons and property therein; and,

WHEREAS, MCL 41.181(3) provides that a township may adopt a provision of any state statute for which the maximum period of imprisonment is 93 days or the Michigan vehicle code, by reference in an adopting ordinance;" and,

WHEREAS, the Board of Trustees of the Charter Township of Plymouth has determined that the public health, safety and general welfare is best served by adopting the Criminal Code Supplementation Ordinance; and

WHEREAS, MCL 42.20(2) provides that an ordinance shall not be finally passed by the township board at the same meeting at which it is introduced; and

WHEREAS, the Board of Trustees approved the first reading of the Criminal Code Supplementation Ordinance at the Board meeting on January 8, 2019;

NOW, THEREFORE, be it resolved that the Board of Trustees of the Charter Township of Plymouth hereby officially approves the second reading of the Criminal Code Supplementation Ordinance.

Present: [Clinton, Curmi, Dempsey, Doroshewitz, Heise, Heitman, Vorva]

Moved by:

Supported by:

Roll Call Vote

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

Ayes:

Nays:

Adopted: Regular Meeting of the Board of Trustees on January 22, 2019.

Effective: January 24, 2019

Jerry Vorva, Clerk, Charter Township of Plymouth

Certification

STATE OF MICHIGAN)

)

COUNTY OF WAYNE)

I hereby certify that the foregoing is a true copy of the above Resolution, the original of which is on file in my office.

Jerry Vorva, Clerk
Charter Township of Plymouth

Date

Resolution: 2019-01-22-11

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

CRIMINAL CODE SUPPLEMENTATION ORDINANCE

ORDINANCE NO. 1016

AMENDMENT #22

AN ORDINANCE TO SUPPLEMENT THE TOWNSHIP CRIMINAL CODE; TO PROVIDE FOR ADOPTION BY REFERENCE OF CERTAIN PROVISIONS OF THE STATE PENAL CODE; TO PROVIDE THAT ANY STATE LAW MISDEMEANOR VIOLATION IS A VIOLATION OF THE TOWNSHIP CRIMINAL CODE; TO PROVIDE THAT POSSESSION OF CONTROLLED SUBSTANCE PARAPHERNALIA AND CHEMICAL AGENTS ARE UNLAWFUL; TO PROVIDE THAT MISREPRESENTING ONE'S AGE TO OBTAIN ALCOHOLIC LIQUOR IS UNLAWFUL; TO PROVIDE THAT POSSESSION OR USE OF TOBACCO, VAPOR PRODUCTS OR ALTERNATIVE NICOTINE PRODUCTS IS UNLAWFUL; TO PROVIDE THAT OPEN HOUSE PARTIES ARE UNLAWFUL; TO PROVIDE THAT PROSTITUTION IS UNLAWFUL; TO PROVIDE THAT ANIMAL CRUELTY IS UNLAWFUL; TO PROVIDE THAT FRAUDULENT SCHEMES ARE UNLAWFUL; TO PROVIDE THAT BREACH OF THE PEACE IS UNLAWFUL; TO PROVIDE THAT PUBLIC INTOXICATION IS UNLAWFUL; TO PROVIDE PENALTIES FOR VIOLATION OF THIS ORDINANCE; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR SAVINGS CLAUSE; TO PROVIDE FOR PUBLICATION; AND TO PROVIDE AN EFFECTIVE DATE.

THE CHARTER TOWNSHIP OF PLYMOUTH ORDAINS:

Ordinance No.1016, Amendment #22, the Criminal Code Supplementation Ordinance, is hereby adopted to read as follows:

VII-2.00 Criminal Code, adoption by reference.

(A) The Charter Township of Plymouth, pursuant to and as allowed by Section 23 of Public Act 359 of 1947, MCL § 42.23, adopts by reference the following provisions of the State Penal Code, Public Act 328 of Public Acts of 1931, as amended, the Fraudulent Access to Computers, Computer Systems, and Computer Networks Act, Public Act 53 of 1979, as amended, and the Careless, Reckless, or Negligent Use of Firearms Act, Act 45 of 1952, as amended. The following statutes are in addition to, and not a replacement of, the state law provisions already adopted by the Charter Township of Plymouth and codified in this Section.

MCL §§ 333.7404, 750.15, 750.27, 750.28, 750.33(a), 750.38, 750.39, 750.40, 750.42b(2), 750.49, 750.50, 750.50a, 750.51, 750.52, 750.57, 750.66, 750.77, 750.81, 750.95a, 750.103, 750.108, 750.109a, 750.115, 750.120a, 750.120b, 750.131, 750.135a, 750.136b(1) and (8-10), 750.137, 750.141 through 750.145, 750.145a-750.145f, 750.157s; 750.157w, 750.168(1), 750.169, 750.170, 750.174(1-2), 750.174a(2), 750.181(1-2), 750.184, 750.197a, 750.199, 750.204b, 750.204c, 750.214, 750.215, 750.216, 750.216a, 750.216b, 750.217a, 750.217g, 750.217h, 750.218(2), 750.219a(2)(a), 750.221, 750.223(1), 750.227d, 750.229, 750.231c, 750.232, 750.232a(1), 750.233, 750.234, 750.234d, 750.234e, 750.234f, 750.235, 750.235a, 750.237(1-2), 750.240, 750.241, 750.282, 750.291, 750.292, 750.335, 750.337, 750.352, 750.355, 750.356, 750.356d, 750.364, 750.368(1-3), 750.369, 750.370, 750.377a(1)(d), 750.380(5), 750.381, 750.382, 750.383, 750.384, 750.385, 750.387, 750.388, 750.390, 750.391, 750.394 through 750.396, 750.398, 750.400, 750.411a, 750.411d, 750.411g, 750.411h, 750.414a, 750.415, 750.416, 750.419, 750.421b, 750.421c, 750.448, 750.449a through 750.451, 750.462, 750.463, 750.464a, 750.465, 750.467, 750.468, 750.469, 750.471, 750.473, 750.477a, 750.479c, 750.481, 750.483, 750.485, 750.487, 750.489, 750.490a, 750.492a(1)(d), 750.493, 750.493a, 750.493b, 750.493c, 750.493d, 750.493e, 750.495, 750.495a(1), 750.496, 750.497, 750.498, 750.498b(1), 750.501, 750.502c, 750.507, 750.507b, 750.510, 750.518, 750.533, 750.534, 750.535(1) and (5), 750.536a, 750.539b, 750.540a, 750.540b, 750.540e, 750.540f(1), 750.540g(1)(a), 750.541, 750.542, 750.543, 750.546, 750.547, 750.548, 750.549, 750.550, 750.551, 750.552, 750.552a, 750.556, 750.562, 750.563, 750.564, 750.565, 750.566, 752.791-750.794, 752.797(1)(a), 752.861, 752.862, and 752.863c.

(B) State Law Misdemeanor Violations. Every act prohibited by state law as a misdemeanor is hereby prohibited, and whoever violates the provisions of this section within the Township shall, upon conviction thereof, be punished by the same penalty provided by state law, except that the penalty shall, in no case, exceed a fine of \$500 or imprisonment for 93 days, or both.

VII-2.01-2.07 (Unchanged)

VII-2.08 Possession and/or Use of Controlled Substances and/or Chemical Agents

(A) It is unlawful for any person to use or knowingly or intentionally to possess lysergic acid diethylamide, peyote, mescaline, dimethyltryptamine, psilocyn, or such other substances as defined in Schedules 1-5 of Public Act 368 of 1978, as amended (MCL 333.7336), of the State of Michigan, unless the substance was obtained directly from or pursuant to a valid prescription or order of practitioner ("practitioner" being defined as in Subdivisions (a) and (b) of MCL 333.7109, as amended) while acting in the course of his professional practice or except as otherwise authorized by this section.

(B) First offenders. When any person who has not previously been convicted as set forth herein or under any statute of the United States or state law or municipal ordinance relating to possession or use of the substances as defined herein pleads guilty to or is found guilty of violating this section, the court, without entering a judgment of guilt and with the consent of the accused person, may defer further proceedings and place the accused person on probation upon certain terms and conditions, including therein such requirement that the accused person attend

courses of instruction or rehabilitation on the medical, psychological and social effects of the misuse of drugs and/or the substances defined herein. Upon violation of a term of condition, the court may enter an adjudication of guilt and proceed as the court determines. Upon fulfillment of the terms and conditions, the court shall discharge the person and dismiss the proceeding against him. Discharge and dismissal under this section shall be without adjudication of guilt and is not a conviction for the purposes of disqualifications or disabilities imposed by law upon the conviction of a crime. There may be only one discharge and dismissal under this subsection with respect to any person. The Department of Public Safety shall retain a nonpublic record of an arrest and discharge or dismissal under this subsection. This record shall be furnished to any court or police agency upon request for the purpose of showing that a defendant in a criminal action involving possession or use of the substances as defined above has already once availed himself of the provisions of this subsection.

(C) Possession of Drug Paraphernalia. A person shall not possess drug paraphernalia as defined by section 7451 of Public Act No. 368 of 1978 (MCL 333.7451) knowing that the drug paraphernalia will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance as defined by part 71 of Public Act No. 368 of 1978 (MCL 333.7101 et seq.). This subsection shall not apply to the lawful use of marihuana, but shall apply to possession of marihuana paraphernalia by persons less than 21 years of age.

(D) Hypodermic syringes, needles, etc. It shall be unlawful for any person to have, possess, sell, offer to sell, dispense or give away any hypodermic syringe, needle or any other instrument or implement for the illegal use of narcotic or dangerous or hallucinatory drugs as defined by state law, by subcutaneous injection or intracutaneous injection or any other manner or method of introduction and which is possessed, sold, offered, dispensed or given away for that purpose.

(E) Loitering about places where controlled substances, etc., are illegally stored, kept or used. It shall be unlawful for any person, knowing that the controlled substances, devices and/or other instruments enumerated and prescribed within this section are being illegally sold, dispensed, furnished, given away, stored kept or used, to loiter about, frequent or be present in such building, apartment, automobile, beat or place of any description wherein such illegal activity is being carried on, conducted or operated or wherein such illegal substances, devices and/or instruments prescribed herein are being illegally kept or stored.

(F) Use of chemical agents.

(1) As used in this section, the term "chemical agent" means any substance containing a toxic chemical or organic solvent or both, having the property of releasing toxic vapors. The term includes, but is not limited to, glue, acetone, toluene, carbon tetrachloride, hydrocarbons and hydrocarbon derivatives.

(2) No person shall, for the purpose of causing a condition of intoxication, euphoria, excitement, exhilaration, stupefaction or dulling of the senses of nervous

system, intentionally smell or inhale the fumes of any chemical agent, drug or other substance or matter or intentionally drink, eat or otherwise introduce any model glue, drug or other substance or matter into his respiratory or circulatory system. This section shall not prohibit the inhalation of any anesthesia for medical or dental purposes.

(3) Any person who assists, aids, abets, or encourages any person to violate the provisions of this section shall be guilty of a misdemeanor.

(G) Controlled substances to be kept in original package. It shall be unlawful for any person to knowingly possess any controlled substance as defined in MCL § 333.7212, MCL § 333.7214, MCL § 333.7216, MCL § 333.7218 and MCL § 333.7220, and as amended, commonly referred to Schedule 1 through Schedule 5 controlled substances, unless it is kept in the original package or container in which they were received from a person who may lawfully prescribe or dispense controlled substances; provided, that this subsection shall not be construed to apply to any duly licensed medical doctor, osteopathic physician, dentist, veterinarian, or chiropractist, or to any authorized person acting directly under their supervision or control.

(H) Possession or use of marihuana by a person under 21 years of age. It shall be unlawful for any person under 21 years of age to knowingly or intentionally possess or use marihuana.

VII-2.09 Misrepresenting age to obtain alcoholic liquor.

(A) No person under the age of 21 years shall by documentary evidence falsely represent himself to be 21 years of age or over for the purpose of purchasing or attempting to purchase any alcoholic liquor nor shall any person under the age of 21 years give such false information regarding his age to any person selling alcoholic liquor for the purpose of securing a sale thereof to himself or any other person under the age of 21 years.

(B) No person shall furnish false documentary evidence to any person under 21 years of age to be used by any such person for the purpose of obtaining alcoholic beverages.

(C) Any person who shall violate any of the provisions of this section shall be subject to a maximum fine of \$500 and/or a maximum imprisonment of 93 days.

VII-2.10 Possession or use of tobacco, vapor products or alternative nicotine products.

(A) Definitions. As used in this section, the following definitions shall apply:

“Chewing tobacco” means loose tobacco or a flat, compressed cake of tobacco which is inserted into the mouth to be chewed or sucked.

“Vapor product” or “alternative nicotine product” means a noncombustible product containing nicotine or not that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means regardless of shape or size, that can be used to produce vapor from nicotine or not in a solution or other form. “Vapor product” includes an

electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and a vapor cartridge or other container of nicotine in a solution or other form than is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. "Vapor product" does not include a product regulated as a drug or device by the United States Food and Drug Administration ("FDA") under subchapter V of the Federal Food, Drug, and Cosmetic Act, 21 USC 351 to 360FFF-7.

"Tobacco snuff" means shredded, powdered or pulverized tobacco which may be inhaled through the nostrils, chewed or placed against the gums.

(B) Possession or use in public place prohibited. A person under 18 years of age shall not possess or smoke cigarettes or cigars, or possess or chew, suck, or inhale chewing tobacco or tobacco snuff, or possess or use tobacco in any other form, or possess or smoke vapor product or alternative nicotine products on a public highway, street, alley, park, or other lands used for public purposes, or in a public place of business or amusement.

(C) Penalty. A person who violates subsection (b) of this section is guilty of a misdemeanor, punishable by a fine of not more than \$50.00 for each offense. Pursuant to a probation order, the court may require a person who violates subsection (b) of this section to participate in a health promotion and risk reduction assessment program, if available. A probationer who is ordered to participate in a health promotion and risk reduction assessment program under this section is responsible for the cost of participating in the program. In addition, a person who violates this section is subject to the following:

- (1) For the first violation the court may order the person to do one of the following:
 - a. Perform not more than 16 hours of community service in a hospice, nursing home or long term care facility.
 - b. Participate in a health promotion and risk reduction program, as described in this subsection.
- (2) For a second violation, in addition to participation in a health promotion risk reduction program, the court may order the person to perform not more than 32 hours of community service in a hospice, nursing home, or long term care facility.
- (3) For a third or subsequent violation, in addition to participation in a health promotion and risk reduction program, the court may order the person to perform not more than 48 hours of community service in a hospice, nursing home or long term care facility.

VII-2.09. Open house parties.

- (A) Definitions:

“Alcoholic beverage” means an alcoholic liquor as defined in section 105 the Michigan Liquor Control Code of 1998 (MCL 436.1105 et seq.).

“Allow” means to give permission for, or approval of, possession or consumption of an alcoholic beverage or a controlled substance, by any of the following means:

- (1) In writing.
- (2) By one or more oral statements.
- (3) By any form of conduct, including a failure to take corrective action, that would cause a reasonable person to believe that permission or approval has been given.

“Control over any premises, residence, or other real property” means the authority to regulate, direct, restrain, superintend, control, or govern the conduct of other individuals on or within that premises, residence, or other real property, and includes, but is not limited to, a possessory right.

“Controlled substance” means that term as defined in section 7104 of Public Act No. 368 of 1978 (MCL 333.7104).

“Corrective action” means any of the following:

- (1) Making a prompt demand that the minor or other individual depart from the premises, residence, or other real property, or refrain from the unlawful possession or consumption of the alcoholic beverage or controlled substance on or within that premises, residence, or other real property, and taking additional action described in subsection (2) or (3) of this definition if the minor or other individual does not comply with the request.
- (2) Making a prompt report of the unlawful possession or consumption of alcoholic liquor or a controlled substance to a law enforcement agency having jurisdiction over the violation.
- (3) Making a prompt report of the unlawful possession or consumption of alcoholic liquor or a controlled substance to another person having a greater degree of authority or control over the conduct of persons on or within the premises, residence, or other real property.

Minor means an individual less than 21 years of age.

“Premises” means a permanent or temporary place of assembly, other than a residence, including, but not limited to, any of the following:

- (1) A meeting hall, meeting room, or conference room.
- (2) A public or private park.

“Residence” means a permanent or temporary place of dwelling, including, but not limited to, any of the following:

- (1) A house, apartment, condominium, or mobile home.
- (2) A cottage, cabin, trailer, or tent.

(3) A motel unit, hotel unit, or bed and breakfast unit.

Social gathering means an assembly of two or more individuals for any purpose, unless all of the individuals attending the assembly are members of the same household or immediate family.

(B) Except as otherwise provided in subsection (c) of this section, an owner, tenant, or other person having control over any premises, residence, or other real property shall not do either of the following:

(1) Knowingly allow a minor to consume or possess an alcoholic beverage at a social gathering on or within that premises, residence, or other real property.

(2) Knowingly allow any individual to consume or possess a controlled substance at a social gathering on or within that premises, residence, or other real property.

(C) This section does not apply to the use, consumption, or possession of a controlled substance by an individual pursuant to a lawful prescription, or to the use, consumption, or possession of an alcoholic beverage by a minor for religious purposes.

(D) Evidence of all of the following gives rise to a rebuttable presumption that the defendant allowed the consumption or possession of an alcoholic beverage or a controlled substance on or within the premises, residence, or other real property, in violation of this section:

(1) The defendant had control over the premises, residence, or other real property.

(2) The defendant knew that a minor was consuming or in possession of an alcoholic beverage or knew that an individual was consuming or in possession of a controlled substance at a social gathering on or within that premises, residence, or other real property.

(3) The defendant failed to take corrective action.

(E) This section does not authorize selling or furnishing an alcoholic beverage to a minor.

(F) A criminal penalty provided for under this section may be imposed in addition to any penalty that may be imposed for any other criminal offense arising from the same conduct.

VII-2.10 Prostitution

(A) No person shall commit or offer or agree to commit a lewd act or an act of prostitution, or moral perversion.

(B) No person shall secure or offer another for the purpose of committing a lewd act, or an act of prostitution, or moral perversion.

(C) No person shall be in or near any place frequented by the public or any public place for the purpose of inducing, enticing or procuring another to commit a lewd act, or an act of prostitution or moral perversion.

(D) No person shall knowingly transport any person to any place for the purpose of committing a lewd act, or an act of prostitution or moral perversion.

(E) No person shall knowingly receive, or offer to or agree to receive, any person into any place or building for the purpose of performing a lewd act, or an act of prostitution or moral perversion, or knowingly permit any person to remain in any place or building for any such purpose.

(F) No person shall direct or offer to direct any person to any place or building for the purpose of committing any lewd act, or act of prostitution or moral perversion.

VII-2.11 Animal Cruelty

It shall be unlawful for any owner, possessor or person having the charge or custody of any animal within the township to abandon any diseased, maimed, hopelessly sick, infirm or disabled animal in any place within the township, or willfully or negligently to permit and allow any aged, diseased, maimed, hopelessly sick, infirm or disabled animal in any place within the township to suffer unnecessary torture or pain, or to treat any animal cruelly.

VII-2.12 Fraudulent schemes.

It shall be unlawful for any person within the township to engage in any fraudulent scheme, device or trick to obtain money or other valuable thing, or to aid or abet or in any manner to be concerned therein.

VII-2.13 Breach of peace.

Any person who shall make or assist in making any noise, disturbance, trouble or improper diversion, rout or riot, by which the peace and good order of the township are unreasonably disturbed, shall be guilty of a misdemeanor.

VII-2.14 Public intoxication.

Any person who is publicly intoxicated in a public place, and who is either endangering the safety of another person or of property or is acting in a manner that unreasonably creates a public disturbance, shall be guilty of a misdemeanor.

SECTION III. PENALTY.

The penalty for violation of this Code shall be a maximum of 90 days in jail and/or a maximum fine of \$500 or both, unless the penalty under state law for a violation of the pertinent section is a maximum 93 days in jail, in which case the penalty for violation under this ordinance shall be a maximum of 93 days in jail and/or a maximum fine of \$500 or both.

SECTION IV. REPEAL.

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

SECTION V. SEVERABILITY.

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

SECTION VI. SAVINGS CLAUSE.

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

SECTION VII. PUBLICATION.

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

SECTION VIII. EFFECTIVE DATE.

This Ordinance shall take full force and effect upon publication.

CERTIFICATION

The foregoing Ordinance was duly adopted by the Charter Township of Plymouth Board Trustees at its regular meeting called and held on the 22nd day of January, 2019, and was ordered to be given publication in the manner required by law.

Jerry Vorva, Clerk

Introduced: January 8, 2019

Published: January 24, 2019

Adopted: January 22, 2019

Effective upon Publication: January 24, 2018

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019

ITEM G
SUPERVISOR AND TRUSTEE COMMENTS
JANUARY 22, 2019

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019**

**ITEM H
PUBLIC COMMENTS AND QUESTIONS
JANUARY 22, 2019**

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
JANUARY 22, 2019

ITEM I
ADJOURNMENT
JANUARY 22, 2019