

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

CALL TO ORDER

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

**ITEM A.
ROLL CALL**

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

**ITEM B.
PLEDGE OF ALLEGIANCE**

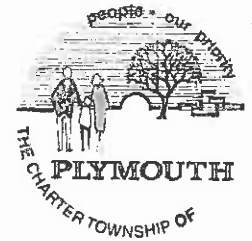
**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

**ITEM C.
APPROVAL OF AGENDA
FEBRUARY 26, 2019**

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

Tuesday, February 26, 2019

7:00 PM



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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, February 26, 2019

D. APPROVAL OF CONSENT AGENDA

D.1 Approval of Minutes:
Regular Meeting – Tuesday, February 12, 2019

D.2 Acceptance of Communications, Resolutions, Reports
Building Department Monthly Report – January, 2019
Fire Department Monthly Report – January, 2019
Police Department Monthly Report – January, 2019
FOIA Monthly Report – Clerk's Office – January, 2019
FOIA Monthly Report – Police Department – January, 2019
Thank You Letter from Plymouth Community Council on Aging

D.3 Approval of Township Bills:

FUND	ACCT	ALREADY PAID	TO BE PAID	TOTAL:
General Fund	101	\$234,328.29	\$123,499.18	\$357,827.47
Solid Waste Fund	226	2,310.80	104,541.14	106,851.94
Improvement Revolving (Capital)	246	0.00	0.00	0.00
Drug Forfeiture Fund	265	0.00	0.00	0.00

CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES MEETING

Tuesday, February 26, 2019

7:00 PM



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Drug Forfeiture State	266	0.00	0.00	0.00
Drug Forfeiture IRS	267	0.00	0.00	0.00
Golf Course Fund	510	325.59	110.25	435.84
Senior Transportation	588	2,955.54	411.80	3,367.34
Water/Sewer Fund	592	180,565.16	16,269.88	196,835.04
Trust and Agency	701	16,447.51	0.00	16,447.51
Police Bond Fund	702	0.00	0.00	0.00
Tax Pool	703	0.00	0.00	0.00
Special Assessment Capital	805	0.00	1,741.25	1,741.25
TOTALS:		\$436,932.89	\$246,573.50	\$683,506.39

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

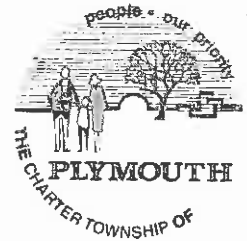
F. NEW BUSINESS

1. Verona Park Cluster Housing Option, **Resolution #2019-02-26-17**, Planning Director *Laura Haw*
2. Purchase of John Deere Multi-Purpose 1575 Terrain Cut Mower, **Resolution #2019-02-26-18**, Supervisor *Heise*, Park Foreman *Eric Anderson*
3. Towing Contract, **Resolution #2019-02-26-19**, Lieutenant *Dan Kudra*/Attorney *Kevin Bennett*
4. Single Audit Presentations – 2013, 2014 & 2015, **Resolution #2019-02-26-20**, Finance Director *Cindy Kushner*/Plante-Moran

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

Tuesday, February 26, 2019

7:00 PM



5. 2019 Senior Transportation Budget, **Resolution #2019-02-26-21**, *Finance Director Cindy Kushner*
6. 2019 Water and Sewer Fund Budget, **Resolution #2019-02-26-22**, *Finance Director Cindy Kushner*
7. 2019 Annual Wayne County ROW Agreement, **Resolution #2019-02-26-23**, *Public Services Director Patrick Fellrath/Attorney Kevin Bennett*
8. *Purchase of New Fire Engine/Ladder Truck* – **Resolution #2019-02-26-24**, *Fire Chief Dan Phillips*

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 MEETING
FEBRUARY 26, 2019**

CONSENT AGENDA

**ITEM D.1
APPROVAL OF MINUTES
FEBRUARY 12, 2019**

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, FEBRUARY 12, 2019**

PROPOSED MINUTES

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

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

MEMBERS ABSENT: Charles Curmi, Trustee, Excused

OTHERS PRESENT: Dan Phillips, Fire Chief
Thomas Tiderington, Police Chief
Kevin Bennett, Township Attorney
Laura Haw, AICP, NCI, Planning Director
Cindy Kushner, Finance Director
Sandra Groth, Deputy Clerk
Alice Geletzke, Recording Secretary
18 Members of the Public

B. PLEDGE OF ALLEGIANCE – Susan Bondie

C. APPROVAL OF AGENDA

Tuesday, February 12, 2019

Moved by Clerk Vorva and seconded by Trustee Heitman to approve the agenda for the Board of Trustees regular meeting of February 12, 2019. Ayes all.

D. APPROVAL OF CONSENT AGENDA

D.1 Approval of Minutes:

Regular Meeting – Tuesday, January 22, 2019
Study Session – February 5, 2019

D.2 Acceptance of Communications, Resolutions, Reports

D.3 Approval of Township Bills:

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, FEBRUARY 12, 2019**

PROPOSED MINUTES

FUND	ACCT	ALREADY PAID	TO BE PAID	TOTAL:
General Fund	101	\$606,959.34	\$88,342.21	\$695,301.55
Solid Waste Fund	226	5,247.68	705.75	5,953.43
Improvement Revolving (Capital)	246	0.00	0.00	0.00
Drug Forfeiture Fund	265	0.00	0.00	0.00
Drug Forfeiture State	266	0.00	0.00	0.00
Drug Forfeiture IRS	267	0.00	2,308.98	2,308.98
Golf Course Fund	510	(22.85)	0.00	(22.85)
Senior Transportation	588	5,059.84	234.23	5,294.07
Water/Sewer Fund	592	465,124.73	413,190.61	878,315.34
Trust and Agency	701	76,821.25	0.00	76,821.25
Police Bond Fund	702	2,930.00	0.00	2,930.00
Tax Pool	703	0.00	0.00	0.00
Special Assessment Capital	805	38.01	8,706.50	8,744.51
TOTALS:		\$1,162,158.00	\$513,488.28	\$1,675,646.28

Moved Clerk Vorva and seconded by Trustee Dempsey to approve the consent agenda for the Board of Trustees regular meeting of February 12, 2019. Ayes all.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, FEBRUARY 12, 2019**

PROPOSED MINUTES

Wayne County Commissioner Melissa Daub introduced herself and announced one of her upcoming coffee hours to be held February 28 at 7 p.m. at the Canton Township Administration Building.

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

F. NEW BUSINESS

*Copies of resolutions or attachments noted below are available
in the Clerk's office for public perusal.*

1. Text Amendments to Chapter 99 of the Zoning Code, Article 22, Cluster Housing Options (Refer back to Planning Commission), *Planning Director Laura Haw*

Moved by Supervisor Heise and seconded by Clerk Vorva to forward the attached material relative to a proposed text amendment to the Plymouth Township Zoning Ordinance No. 99, Article XXII: Single Family Cluster Housing (PC Application #2316) to the Planning Commission for further review. Ayes all on a roll call vote.

2. Outdoor Café Text Amendment, **Resolution #2019-02-12-12**, *Planning Director Laura Haw*

Board members discussed the proposed amendment which would permit restaurants, the sale of alcohol as permitted, accessory use, subject to use requirements, and outdoor seating in the C-1, Neighborhood Shopping District area.

Moved by Trustee Dempsey and supported by Trustee Doroshewitz to approve **Resolution #2019-02-12-12**, authorizing a text amendment to Article 12: C-1, Neighborhood Shopping District of the Plymouth Township Zoning Ordinance No. 99.

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

Motion carried.

3. Plymouth Canton Little League Use Agreement, **Resolution #2019-02-12-13**, *Supervisor Kurt Heise*

Jeffrey Holt of the Plymouth Canton Little League (the Club) gave a presentation regarding their request for a one-year Letter of Agreement for priority use of Field

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, FEBRUARY 12, 2019**

PROPOSED MINUTES

#4.at Township Park. As part of the agreement, the Club would perform all maintenance and preparation on that field and undertake four community improvement projects, totaling roughly \$17,000 in 2019. The agreement is based on the agreement approved last year with the Plymouth Reign Soccer Club.

Marc Smith and Ann-Marie Carravallah, members of the board of the Greater Canton Youth Baseball Softball Association, spoke regarding their organization set up with bylaws between Plymouth Township, Canton Township and the schools in 2005. The noted their long-time efforts in sharing resources and working with Little League.

Moved by Supervisor Heise and seconded by Trustee Dempsey moved that the Board of Trustees approve **Resolution #2019-02-12-13**, authorizing the Letter of Agreement between the Charter Township of Plymouth and the Plymouth-Canton Little League allowing for the priority use of Field #4 and ongoing enhancements to Plymouth Township Park and authorize the Supervisor and Clerk to sign same.

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

Motion defeated.

4. New Fire Engine Ladder Truck, **Resolution #2019-02-12-14**, *Fire Chief Phillips*

Moved by Clerk Vorva and seconded by Treasurer Clinton to postpone action on **Resolution #2019-02-12-14**, new Fire Engine Ladder Truck, until a full complement of Board members is present.

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

Motion carried.

Fire Chief Dan Phillips and Fire Captain Chris Mack gave a presentation regarding the uses and need for a new fire engine ladder truck for Fire Station No. 3, given the concentration of commercial and industrial buildings. The current vehicle was purchased in 1992 and is not currently in service.

Included in the Board's discussion of the possible purchase were questions regarding availability of this type of equipment from neighboring communities through mutual aid agreements and financing options should the truck be purchased.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, FEBRUARY 12, 2019**

PROPOSED MINUTES

Residents Eileen Coleman and Rich Giles had questions regarding the possible purchase.

5. McClumpha/Ann Arbor Road Traffic Light, **Resolution #2019-02-12-15**,
Supervisor Kurt Heise

Moved by Trustee Heitman and seconded by Trustee Dempsey that the Board of Trustees approve **Resolution #2019-02-12-15**, urging the State of Michigan to expedite the funding and installation of all necessary 4-way signals and other improvements necessary for the McClumpha Road/Ann Arbor Road traffic safety improvements. Ayes all on a roll call vote.

G. SUPERVISOR AND TRUSTEE COMMENTS

Supervisor Heise noted that the next Board regular meeting will be held February 26.

Clerk Vorva thanked everyone for the fire data and he thanked Treasurer Clinton for catching the false check.

Treasurer Clinton explained how the bank caught a check that had been forged.

Trustee Heitman thanked everyone for their attendance and comments.

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

i. ADJOURNMENT

Moved by Trustee Dempsey and seconded by Clerk Vorva to adjourn the meeting at 9:24 p.m. Ayes all.

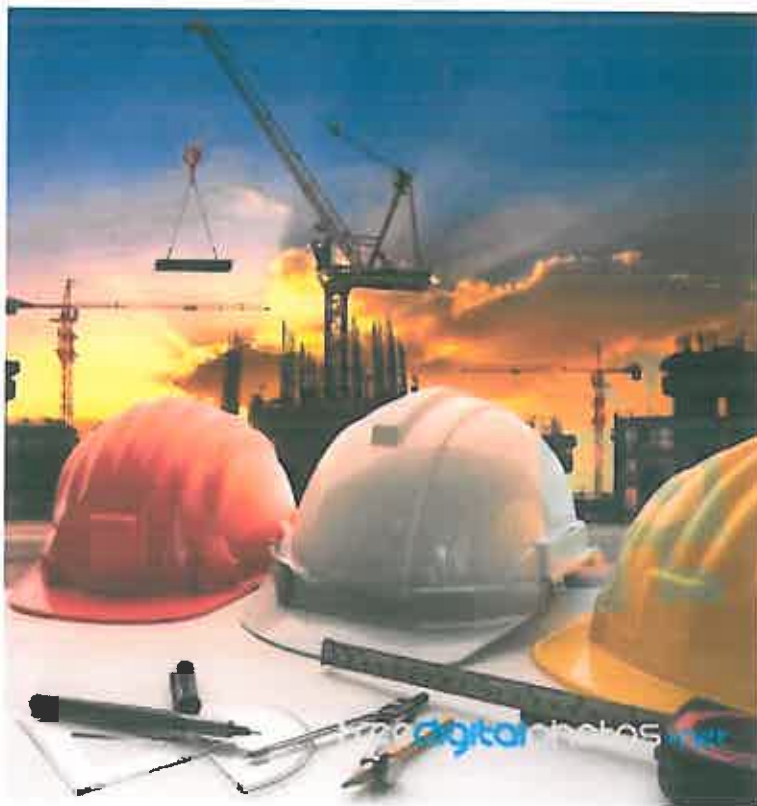
Jerry Vorva, Township Clerk

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

CONSENT AGENDA

**ITEM D.2
BUILDING DEPARTMENT MONTHLY REPORT
JANUARY, 2019**

CHARTER TOWNSHIP OF PLYMOUTH
DEPARTMENT OF BUILDING & CODE ENFORCEMENT



MONTHLY REPORT

**JANUARY
2019**

[illegible]

New Commerical Building for 2019

Company Name	Property Address	Type of Work	Construction Value	Status	Month
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Total Construction Value

-

New Commercial Additions/Alterations for 2019

Company Name	Property Address	Type of Work	Construction Value	Status	Month
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Freudenberg	47690 Anchor CT	Hydrogen tank	30,000	Issued	January
Anderson Process	41304 Concept	Tenant Finish	140,000	Issued	January
Michigan Medical Association	9401 General DR	Tenant Finish	85,000	Issued	January
Lairds Glass	42320 Ann Arbor Rd	Exterior remodel	53,200	Issued	January
Burrough's	41100 Plymouth Rd	3rd floor lobby/conference	125,000	Issued	January

Total Construction Value

433,200

Grand Total Construction Value

433,200

Residential Housing 2019

Single Family Detached

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

Single Family Attached (Townhouses/ Row Houses)

	<u>Total #</u>	<u>Total #</u>	<u>Total</u>	<u>Total</u>
	<u>Buildings</u>	<u>Dwelling</u>	<u>Value</u>	<u>Square</u>
		<u>Construction</u>		<u>Feet</u>
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	\$ -	-

Two-Family Buildings (Duplex)

	<u>Total #</u>	<u>Total #</u>	<u>Total</u>	<u>Total</u>
	<u>Buildings</u>	<u>Dwelling</u>	<u>Value</u>	<u>Square</u>
		<u>Construction</u>		<u>Feet</u>
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)

	<u>Total #</u>	<u>Total #</u>	<u>Total</u>	<u>Total</u>
	<u>Buildings</u>	<u>Dwelling</u>	<u>Value</u>	<u>Square</u>
		<u>Construction</u>		<u>Feet</u>
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	\$ -	-

	<u>Total #</u>	<u>Total #</u>	<u>Value</u>	<u>Square</u>
	<u>Buildings</u>	<u>Dwelling</u>	<u>Construction</u>	<u>Feet</u>
Totals all categories	0	0	\$ -	-



Revenue Breakdown Report

Page 1 of 22

02/01/2019

Filter: All Records, Transaction.DateToPostOn in <Previous month> [01/01/19 - 01/31/19] AND
Transaction.TransactionNumber Not = 67,079 AND
Transaction.TransactionNumber Not = 67,078

Unit Totals

Unit Name	Records	Revenue
	142	71,894.35
TOTAL	142	71,894.35

Record Type Totals

Unit:	Records	Revenue
Permit	142	71,894.35
UNIT TOTAL:	142	71,894.35

Record Type Breakdowns

Unit:		
Record Type: Permit	Records	Revenue
Building	43	21,205.35
Electrical	30	6,540.00
Mechanical	47	7,157.00
Plumbing	21	2,962.00
Sewer & Water	1	34,030.00
TOTAL:	142	71,894.35

Certificate of Occupancy List

02/01/2019

1/1

CofO Number	Status	Issued To	Address	CofO and Permit Dates	
OF19-0001 <u>Permit Number</u> PB16-0969	ISSUED (FINAL) <u>Applicant Name</u> K4 General Contractor	Picnic Basket Market Place	49471 ANN ARBOR RD Sui <u>Contractor</u> K4 General Contractor	<u>CO Date Apply:</u> 01/02/2019 <u>Permit Date Apply:</u> 10/12/2016	<u>CO Date Finaled:</u> 01/02/2019 <u>Permit Date Issued:</u> 0/12/2016
OF19-0002 <u>Permit Number</u> PB18-1007	ISSUED (FINAL) <u>Applicant Name</u> McNab Building Company	Edge Training Center	45677 HELM <u>Contractor</u> McNab Building Company	<u>CO Date Apply:</u> 01/16/2019 <u>Permit Date Apply:</u> 10/18/2018	<u>CO Date Finaled:</u> 01/16/2019 <u>Permit Date Issued:</u> 1/01/2018
OF19-0003 <u>Permit Number</u> PB16-0141	ISSUED (FINAL) <u>Applicant Name</u> John Demattia Construction LLC	FEDERAL MOGUL	47001 PORT ST <u>Contractor</u> John Demattia Construction	<u>CO Date Apply:</u> 01/30/2019 <u>Permit Date Apply:</u> 03/24/2016	<u>CO Date Finaled:</u> 01/30/2019 <u>Permit Date Issued:</u> 4/25/2016
OF19-0004 <u>Permit Number</u> PB18-0374	ISSUED (FINAL) <u>Applicant Name</u> Technical Hot and Cold	Shimmy Shack	1440 SHELDON RD <u>Contractor</u> Technical Hot and Cold	<u>CO Date Apply:</u> 01/30/2019 <u>Permit Date Apply:</u> 05/11/2018	<u>CO Date Finaled:</u> 01/30/2019 <u>Permit Date Issued:</u> 6/21/2018

All Records

Co.DateFinaled Between 1/1/2019 12:00:00 AM AND

1/31/2019 11:59:59 PM AND

Co.Status = ISSUED (FINAL)

Number of CofO's: 4

Temporary Certificates of Occupancy

Date	Address	Occupant	Category	Permit
January 11, 2019	49200 Halyard	Adient Phase 1C	Commercial	PB18-0297
January 22, 2019	12138 Amherst	New Residential	Residential	PB17-1002

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

CONSENT AGENDA

**ITEM D.2
FIRE DEPARTMENT MONTHLY REPORT
JANUARY, 2019**



Plymouth Township Fire Department

Monthly Report

January 2019

Response Information:

The Plymouth Township Fire Department responded to **282** emergencies this month.

There was an average of **9.09** runs per day this month.

PTFD's average response time was **5 minutes 54 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 .

	Mutual Aid Received	Mutual Aid Given
Canton	4	6
Northville City	5	2
Northville Township	5	2
Livonia	2	1

EMS Information:

There were **147** patients transported this month.

HVA transported **120** patients to the hospital.

Plymouth Township Fire transported **27** patients to the hospital.

The remainder of **29** patients were not transported for various reasons.

Plymouth transports billed out **\$18,263.60** this month, received **\$16,845.62** and have **\$57,340.09** in outstanding bills.

Fire Loss:

There were **10** fires this month that accounted for **\$786,500.00** worth of damage to possessions and property. We prevented the destruction of **\$2,105,000.00** in property.

Fire Prevention:

Plymouth Township Fire Department provided **38** 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** public safety events to a total of **38** participants.

Reports Included:**CFIRS 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

Incident Type Count Report

Date Range: From 1/1/19 To 1/31/19

Selected Station(s): all



Count

Station:

9 - Special incident type	1	.4%
Total - Special Incident Type	1	.4%
Total for Station	1	.4%

Station: MA

322 - Vehicle accident with injuries	1	.4%
Total - Rescue & Emergency Medical Service Incidents	1	.4%
611 - Dispatched & cancelled en route	3	1.1%
Total - Good Intent Call	3	1.1%
Total for Station	4	1.4%

Station: ST1

111 - Building fire	2	.7%
113 - Cooking fire, confined to container	1	.4%
Total - Fires	3	1.1%
320 - Emergency medical service, other	1	.4%
321 - EMS call, excluding vehicle accident with injury	78	27.7%
322 - Vehicle accident with injuries	2	.7%
324 - Motor vehicle accident with no injuries	1	.4%
Total - Rescue & Emergency Medical Service Incidents	82	29.1%
412 - Gas leak (natural gas or LPG)	1	.4%
440 - Electrical wiring/equipment problem, other	1	.4%
Total - Hazardous Conditions (No fire)	2	.7%
550 - Public service assistance, other	1	.4%
554 - Assist invalid	2	.7%
Total - Service Call	3	1.1%
600 - Good intent call, other	1	.4%
611 - Dispatched & cancelled en route	4	1.4%
611E - EMS: Dispatched & cancelled en route	1	.4%
651 - Smoke scare, odor of smoke	1	.4%
Total - Good Intent Call	7	2.5%
700 - False alarm or false call, other	4	1.4%
730 - System malfunction, other	1	.4%

	<u>Count</u>	
Total - False Alarm & False Call	5	1.8%
9001 - Dispatch Error	1	.4%
Total - Special Incident Type	1	.4%
Total for Station	103	36.5%

Station: ST2

111 - Building fire	2	.7%
Total - Fires	2	.7%
321 - EMS call, excluding vehicle accident with injury	40	14.2%
322 - Vehicle accident with injuries	4	1.4%
324 - Motor vehicle accident with no injuries	1	.4%
Total - Rescue & Emergency Medical Service Incidents	45	16.0%
412 - Gas leak (natural gas or LPG)	1	.4%
Total - Hazardous Conditions (No fire)	1	.4%
554 - Assist invalid	3	1.1%
Total - Service Call	3	1.1%
611 - Dispatched & cancelled en route	2	.7%
651 - Smoke scare, odor of smoke	1	.4%
Total - Good Intent Call	3	1.1%
700 - False alarm or false call, other	1	.4%
745 - Alarm system sounded, no fire - unintentional	1	.4%
Total - False Alarm & False Call	2	.7%
Total for Station	56	19.9%

Station: ST3

111 - Building fire	2	.7%
114 - Chimney or flue fire, confined to chimney or flue	1	.4%
131 - Passenger vehicle fire	2	.7%
Total - Fires	5	1.8%
220 - Overpressure rupture from air or gas, other	1	.4%
Total - Overpressure Rupture, Explosion, Overheat - no fire	1	.4%
321 - EMS call, excluding vehicle accident with injury	66	23.4%
322 - Vehicle accident with injuries	15	5.3%
324 - Motor vehicle accident with no injuries	2	.7%
Total - Rescue & Emergency Medical Service Incidents	83	29.4%
412 - Gas leak (natural gas or LPG)	1	.4%
Total - Hazardous Conditions (No fire)	1	.4%
500 - Service Call, other	2	.7%
520 - Water problem, other	1	.4%
554 - Assist invalid	2	.7%
561 - Unauthorized burning	2	.7%
Total - Service Call	7	2.5%

	<u>Count</u>	
611 - Dispatched & cancelled en route	3	1.1%
622 - No incident found on arrival at dispatch address	1	.4%
652 - Steam, vapor, fog or dust thought to be smoke	1	.4%
Total - Good Intent Call	5	1.8%
700 - False alarm or false call, other	6	2.1%
733 - Smoke detector activation due to malfunction	3	1.1%
735 - Alarm system sounded due to malfunction	2	.7%
743 - Smoke detector activation, no fire - unintentional	3	1.1%
746 - Carbon monoxide detector activation, no CO	1	.4%
Total - False Alarm & False Call	15	5.3%
9001 - Dispatch Error	1	.4%
Total - Special Incident Type	1	.4%
Total for Station	118	41.8%
	282	100.0%

Municipal Response Times Report

For Dates Beginning 1/1/19 Ending 1/31/19

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	155	56.57	155	56.57	85	32.82	85	32.82	12	4.78	12	4.78	7	2.66	7	2.66	10	3.82	10	3.82
1 - 2	105	38.32	260	94.89	107	41.31	192	74.13	23	9.16	35	13.94	4	1.52	11	4.18	4	1.53	14	5.34
2 - 3	6	2.19	266	97.08	47	18.15	239	92.28	39	15.54	74	29.48	6	2.28	17	6.46	20	7.63	34	12.98
3 - 4	5	1.82	271	98.91	17	6.56	256	98.84	44	17.53	118	47.01	22	8.37	39	14.83	30	11.45	64	24.43
4 - 5	1	0.36	272	99.27	1	0.39	257	99.23	41	16.33	159	63.35	29	11.03	68	25.86	47	17.94	111	42.37
5 - 6	1	0.36	273	99.64	1	0.39	258	99.61	32	12.75	191	76.10	41	15.59	109	41.44	34	12.98	145	55.34
6 - 7	0	0.00	273	99.64	1	0.39	259	100.00	21	8.37	212	84.46	43	16.35	152	57.79	42	16.03	187	71.37
7 - 8	0	0.00	273	99.64	0	0.00	259	100.00	13	5.18	225	89.64	37	14.07	189	71.86	26	9.92	213	81.30
8 - 9	0	0.00	273	99.64	0	0.00	259	100.00	10	3.98	235	93.63	28	10.65	217	82.51	15	5.73	228	87.02
9 - 10	0	0.00	273	99.64	0	0.00	259	100.00	5	1.99	240	95.62	14	5.32	231	87.83	11	4.20	239	91.22
10 +	1	0.36	274	100.00	0	0.00	259	100.00	11	4.38	251	100.00	32	12.17	263	100.00	23	8.78	262	100.00

Incident
Total

274

Average Times per Incident

Average PSAP Processing Time: 0 minute(s) 56 second(s)
(Alarm to Dispatch)

Percent less than or equal to 60 Seconds 56.57
Percent less than or equal to 90 Seconds 84.31

Average Fire Department Turn Out Time: 1 minute(s) 30 second(s)
(Dispatch to Enroute)

Average Fire Department Turn Out and Travel Time: 5 minute(s) 54 second(s)
(Dispatch to Arrive)

Average Municipal Response Time: 6 minute(s) 48 second(s)
(Alarm to Arrive)

Percentile Response Times in Accordance with NFPA Standards

PSAP Processing Time less than 60 seconds: 56.57%
(Alarm to Dispatch)

Fire Department Turn Out Time less than 60 seconds 32.82%
(Dispatch to Enroute)

Fire Department Travel Time less than 4 minutes 47.01%
(Enroute to Arrive)

Listing of Mutual Aid Responses by Mutual Aid Department



Time Period: 1/1/19 - 1/31/19

Department: Canton Twp FD

Mutual aid received

190000053	1/6/19 1:39:01PM	1	08204	9144 NORTHWOOD CT
190000185	1/21/19 8:59:25AM	1	08204	9401 GENERAL DR
190000278	1/31/19 4:17:52PM	1	08204	11696 BROWNELL
<i>Subtotal Mutual aid received</i>			3	

Automatic aid received

190000001	1/1/19 2:15:29AM	2	08204	50081 SHEFIELD CT
<i>Subtotal Automatic aid received</i>			1	

Mutual aid given

190000029	1/3/19 4:35:49PM	3	08204	8121 N LILLEY
190000037	1/4/19 11:22:31AM	3	08204	42526 SARATOGA
190000072	1/8/19 8:46:27AM	3	08204	SHELDON
190000083	1/9/19 10:40:25AM	3	08204	1275
190000214	1/23/19 4:19:47PM	3	08204	1150 S CANTON CENTER
190000248	1/28/19 11:43:17AM	3	08204	7295 N HAGGERTY
<i>Subtotal Mutual aid given</i>			6	
<i>Subtotal Canton Twp FD</i>			10	

Department: City of Northville FD

Mutual aid received

190000004	1/1/19 3:10:05PM	1	08232	FIVE MILE RD
190000053	1/6/19 1:39:01PM	1	08232	9144 NORTHWOOD CT
190000255	1/29/19 11:22:01AM	1	08232	44099 PLYMOUTH OAKS BLVD
190000278	1/31/19 4:17:52PM	1	08232	11686 BROWNELL
190000278	1/31/19 4:17:52PM	1	08232	11696 BROWNELL
<i>Subtotal Mutual aid received</i>			4	

Automatic aid received

190000001	1/1/19 2:15:29AM	2	08232	50081 SHEFIELD CT
<i>Subtotal Automatic aid received</i>			1	

Mutual aid given

190000182	1/21/19 6:32:03AM	3	08232	225 AMELIA
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Subtotal Mutual aid given 1

Automatic aid given

190000032 1/3/19 7:33:01PM 4 08232 36475 FIVEMILE

Subtotal Automatic aid given 1

Subtotal City of Northville FD 7

Department: Northville Twp FD**Mutual aid received**

190000004 1/1/19 3:10:05PM 1 08255 FIVE MILE RD
 190000007 1/1/19 8:14:49PM 1 08255 STATE HWY
 190000053 1/6/19 1:39:01PM 1 08255 9144 NORTHWOOD CT
 190000188 1/21/19 10:06:47AM 1 08255 13101 ECKLES RD
 190000207 1/23/19 4:00:40AM 1 08255 I275
 190000255 1/29/19 11:22:01AM 1 08255 44099 PLYMOUTH OAKS BLVD
 190000268 1/31/19 6:06:19AM 1 08255 SHELDON RD
 190000278 1/31/19 4:17:52PM 1 08255 11686 BROWNELL
 190000278 1/31/19 4:17:52PM 1 08255 11696 BROWNELL

Subtotal Mutual aid received 8

Automatic aid received

190000001 1/1/19 2:15:29AM 2 08255 50081 SHEFIELD CT
 190000010 1/1/19 9:29:51PM 2 08255 I275
 190000187 1/21/19 9:26:26AM 2 08255 14707 NORTHVILLE RD

Subtotal Automatic aid received 3

Mutual aid given

190000009 1/1/19 9:03:30PM 3 08255 I275
 190000157 1/18/19 9:48:53AM 3 08255 19826 IRONGATE CT
 190000177 1/20/19 5:39:09PM 3 08255 16688 FOREST DR
 190000227 1/25/19 11:45:02AM 3 08255 16900 DUNDALK CT
 190000262 1/30/19 8:35:36AM 3 08255 45835 TOURNAMENT DR

Subtotal Mutual aid given 5

Subtotal Northville Twp FD 16

Department: Livonia Fire Department**Mutual aid received**

190000151 1/17/19 5:53:39PM 1 8229 14835 PILOT DR

Subtotal Mutual aid received 1

Automatic aid received

190000010 1/1/19 9:29:51PM 2 8229 I275

Subtotal Automatic aid received 1

Mutual aid given

Time Period: 1/1/19 - 1/31/19

30

190000203 1/22/19 6:47:46PM 3 8229 I275

Subtotal Mutual aid given 1

Subtotal Livonia Fire Department 3

Department: Huron Valley Ambulance

Mutual aid received

190000152 1/17/19 6:21:39PM 1 HVA 9421 MARGUERITE

Subtotal Mutual aid received 1

Automatic aid received

190000055 1/6/19 3:50:22PM 2 HVA 9135 MANTON

Subtotal Automatic aid received 1

Other aid given

190000256 1/29/19 11:28:27AM 5 HVA 9139 BRIARWOOD DR

Subtotal Other aid given 1

Subtotal Huron Valley Ambulance 3

Total 30

Agency Activity Summary

Plymouth Township Fire Dept

Agency: Plymouth Township Fire Dept | Service Date: From 01/01/2019 Through 01/31/2019

Total Number of ePCRs: 176

Total Number of Incidents: 172

By Branch

01 Station 1 = 68

02 Station 2 = 38

03 Station 3 = 70

Run Disposition

	#	%		#	%
Treated/Transported	27	15.3%	Dead Prior To Arrival	4	2.3%
Treated / Transferred Care	120	68.2%	Dead After Arrival	N/A	N/A
Treated/No Transport (AMA)	25	14.2%	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	N/A	N/A
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	176	100.0%	Non-Emergency Runs	N/A	N/A
Stand By	N/A	N/A	Stand By	N/A	N/A
Mutual Aid	2	1.1%	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)

	N/A	N/A	Non-Emergency Runs (Scheduled)	N/A	N/A
Stand By	N/A	N/A	Stand By	N/A	N/A
Mutual Aid	N/A	N/A	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 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 Priv Veh	No Trans/Ref Care	Assist	Other	No Pat. Found
ENG1	1	0	1	0	0	0	0	0	0	0	0	0	0	0
ENG3	1	0	0	1	0	0	0	0	0	0	0	0	0	0
RES1	64	12	47	4	0	0	0	1	0	0	0	0	0	0
RES2	39	6	29	4	0	0	0	0	0	0	0	0	0	0
RES3	71	9	43	16	0	0	0	3	0	0	0	0	0	0
Total	176	27	120	25	0	0	0	4	0	0	0	0	0	0

Runs by Service Level

Dispatched Service Level	#	%	Recommended Service Level	#	%
BLS	4	2.3%	BLS	151	85.8%
ALS	172	97.7%	ALS1	24	13.6%
SCT	N/A	N/A	ALS2	1	0.6%
			SCT	N/A	N/A
			Rotary Wing	N/A	N/A
			Fixed Wing	N/A	N/A

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	%
None	153	86.9%	24	13.6%	1	0.6%	N/A	N/A	N/A	N/A	178	101.1%

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

Description	#	%
Abdominal Pain	4	2.3%
Allergic Reaction	3	1.7%
Alt. Level Conscious	6	3.4%
Anxiety	7	4.0%
Asthma Symptoms	3	1.7%
Back Pain (No Trauma)	4	2.3%
Behavioral Disorder	4	2.3%
CVA/Stroke	4	2.3%
Cardiac Arrest	2	1.1%
Cardiac Symptoms	4	2.3%
Chest Pain	11	6.3%
Dehydration Symp.	1	0.6%
Diabetic Symptoms	1	0.6%
Dizziness	3	1.7%
Dyspnea-SOB	15	8.5%
Flu Symptoms	2	1.1%
GI -Bleed	1	0.6%
GI -Constipation	1	0.6%
Medication Reaction	1	0.6%
Migraine	1	0.6%
Nausea	2	1.1%
No Medical Problem	6	3.4%
OB/Gyn	1	0.6%
Obvious Death	3	1.7%
Orth. Device Required	1	0.6%
Pneumonia Symptoms	1	0.6%
Poisoning	1	0.6%
Psychiatric Emerg.	11	6.3%
Syncope/Fainting	3	1.7%
Trauma Injury	34	19.3%
Unconscious	2	1.1%
Unknown Medical	8	4.5%
Weakness	25	14.2%
Left Blank	0	0.0%
Total	176	100.0%

Runs by Dispatch (EMD) Code

<u>Description</u>	<u>#</u>	<u>%</u>
1 Abdominal Pain	3	1.7%
10 Chest Pain [non-traumatic]	15	8.5%
11 Choking	1	0.6%
12 Convulsions/Seizures	1	0.6%
13 Diabetic	2	1.1%
17 Falls	31	17.6%
18 Headache	1	0.6%
2 Allergies/Envenomations	1	0.6%
21 Hemorrhage/Lacerations	1	0.6%
23 Overdose/poisoning	4	2.3%
24 Pregnancy/Childbirth/Miscarriage	1	0.6%
25 Psychiatric/Abnormal behavior/Suicide Attempt	16	9.1%
26 Sick Person	42	23.9%
28 Stroke [CVA]	5	2.8%
29 Traffic/Accidents	23	13.1%
30 Traumatic Injuries	2	1.1%
31 Unconscious/Fainting	6	3.4%
33 Non-emergency Transports	1	0.6%
5 Back Pain	3	1.7%
6 Breathing Problems	11	6.3%
88 Not applicable	2	1.1%
9 Cardiac or Respiratory Arrest/Death	3	1.7%
99 Unknown	1	0.6%
<i>Left Blank</i>	0	0.0%
<i>Total</i>	176	100.0%

Transport From (Category)

	<u>#</u>	<u>%</u>
–Left Blank–	176	100.0%
<i>Total</i>	176	100.0%

Transport From (Facility)

	<u>#</u>	<u>%</u>
–Left Blank–	176	100.0%
<i>Total</i>	176	100.0%

Transport To (Destination Facility)

	<u>#</u>	<u>%</u>
St Mary Livonia ER	117	66.5%
–Left Blank–	27	15.3%
UNIVERSITY OF MICHIGAN ER	10	5.7%
St Joe Ann Arbor ER	7	4.0%
Providence Park ER-Novi	6	3.4%
Henry Ford West Bloomfield	3	1.7%
No transport	1	0.6%
Billing Report	1	0.6%
C.S. Mott Children's Hospital	1	0.6%
VA ANN ARBOR ER	1	0.6%
Beaumont Hospital Royal Oak	1	0.6%
Beaumont Canton	1	0.6%
<i>Total</i>	176	100.0%

Aging Summary

PLYMOUTH AGING

Report As Of January 31, 2019

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
<None>	<None>	4	2678.00	0.00	0.00	0.00	0.00	0.00	0.00	2678.00
1MRP	PAPER - MEDICARE	1	0.00	753.20	0.00	0.00	0.00	0.00	0.00	753.20
APPL	APPEAL PATIENT 30	3	0.00	0.00	0.00	0.00	500.00	0.00	50.37	550.37
BCBS	ELECT BCBS	1	572.00	0.00	0.00	0.00	0.00	0.00	0.00	572.00
CAID	ELECT MEDICAID	1	0.00	0.00	596.00	0.00	0.00	0.00	0.00	596.00
CAIP	PAPER MEDICAID RE	1	710.00	0.00	0.00	0.00	0.00	0.00	0.00	710.00
CARE	ELECT - MEDICARE	2	512.00	0.00	0.00	0.00	0.00	746.00	0.00	1258.00
CAREBL	ELECT MEDICARE PI	2	1266.40	0.00	0.00	0.00	0.00	0.00	0.00	1266.40
COMP	PAPER WORK COMP	1	0.00	734.00	0.00	0.00	0.00	0.00	0.00	734.00
FIREINS	FIRE RECOVERY 15C	1	0.00	0.00	0.00	125.00	0.00	0.00	0.00	125.00
INSU	PAPER INS PRIMARY	3	0.00	0.00	0.00	536.00	722.00	0.00	111.50	1369.50
NEICCAID	ELECT MEDICAID NE	1	0.00	608.00	0.00	0.00	0.00	0.00	0.00	608.00
PCAR	PAPER MEDICARE	1	0.00	746.00	0.00	0.00	0.00	0.00	0.00	746.00
PPAR	PAPER BCBS PARTIC	1	0.00	98.53	0.00	0.00	0.00	0.00	0.00	98.53
PRV2	PAPER - PRIVATE PA	55	8218.93	11658.20	3808.62	1295.80	515.00	0.00	102.85	25595.20
REVIEW	REVIEW	18	0.00	860.00	0.00	2955.58	3521.00	25.00	2096.76	9458.34
SINS	PAPER INS SECOND,	3	84.58	0.00	93.07	95.28	0.00	0.00	0.00	272.93
TIME	TIME PAY ACCOUNT	3	0.00	0.00	0.00	0.00	462.91	798.91	0.00	1259.82
U	MHR HOLD FOR MHF	29	552.80	0.00	0.00	0.00	0.00	0.00	0.00	552.80
Totals		131	14592.71	18455.93	4497.69	5007.66	5720.91	1567.91	10497.28	57340.09

Charge Summary

PLYMOUTH MONTHLY CHARGE REPORT

Summary By Charge Code - Code Description

ID	Description	QTY	QTY %	Charge Count	Charge Count %	Charges	Total Charges %
0427	ALS EMERGENCY	10	4.76	10	16.67	6500.00	35.59
0429	BLS EMERGENCY	19	9.03	19	31.67	9100.00	49.83
0428	BLS NON EMERG	1	0.48	1	1.67	500.00	2.74
0425MC	CMS MILEAGE	66.3	31.53	10	16.67	795.80	4.36
0425	MILEAGE	114	54.21	20	33.33	1368.00	7.49
Totals For All		210.3		60		18263.80	

Credit Summary

Summary By Credit As - Code Description

PLYMOUTH MONTHLY CREDIT REPORT

ID	Description	Credits	QTY %	Amount	Amount %
2	Adjustment	47	43.52	5120.55	30.40
1	Other Payment	46	42.59	12539.25	74.44
6	Patient Payment	8	7.41	1237.99	7.35
5	Write Off	7	6.48	-2052.17	-12.18
Totals For All		108		16845.62	

Incident Summary by Incident Type

For Dates: 1/1/19 - 1/31/19



Incident Type	Incident Count	Average Response Time	Total Loss	Total Value
No Shift Entered				
No Station Entered				
Special Incident Types	1	206,191:44:27	\$ 0.00	\$ 0.00
Total for No Station Entered	1	206,191:44:27	\$ 0.00	\$ 0.00
Total for No Shift Entered	1.00	206,191:44:27	\$ 0.00	\$ 0.00
Shift: A				
Station: MA				
Good Intent Calls	1	00:00:00	\$ 0.00	\$ 0.00
Total for Station: MA	1	00:00:00	\$ 0.00	\$ 0.00
Station: ST1				
Fires	2	00:03:57	\$ 450,000.00	\$ 1,125,000.00
Rescue & Emergency Medical Service Incidents	31	00:06:10	\$ 0.00	\$ 0.00
Good Intent Calls	4	00:01:45	\$ 0.00	\$ 0.00
Total for Station: ST1	37	00:05:34	\$ 450,000.00	\$ 1,125,000.00
Station: ST2				
Rescue & Emergency Medical Service Incidents	16	00:07:04	\$ 0.00	\$ 0.00
Service Calls	2	00:04:38	\$ 0.00	\$ 0.00
False Alarm & False Calls	1	00:00:02	\$ 0.00	\$ 0.00
Total for Station: ST2	19	00:06:27	\$ 0.00	\$ 0.00
Station: ST3				
Fires	2	00:07:35	\$ 325,000.00	\$ 575,000.00
Rescue & Emergency Medical Service Incidents	27	00:07:01	\$ 0.00	\$ 0.00
Hazardous Conditions (No fire)	1	00:06:01	\$ 0.00	\$ 0.00
Service Calls	2	00:08:21	\$ 0.00	\$ 0.00
Good Intent Calls	2	00:00:00	\$ 0.00	\$ 0.00
False Alarm & False Calls	5	00:07:23	\$ 0.00	\$ 0.00
Total for Station: ST3	39	00:06:46	\$ 325,000.00	\$ 575,000.00
Total for Shift: A	96.00	00:06:11	\$ 775,000.00	\$ 1,700,000.00
Shift: B				
Station: MA				
Rescue & Emergency Medical Service Incidents	1	00:09:53	\$ 0.00	\$ 0.00
Total for Station: MA	1	00:09:53	\$ 0.00	\$ 0.00
Station: ST1				
Rescue & Emergency Medical Service Incidents	27	00:07:02	\$ 0.00	\$ 0.00
Service Calls	2	00:04:54	\$ 0.00	\$ 0.00
Good Intent Calls	2	00:00:00	\$ 0.00	\$ 0.00
Total for Station: ST1	31	00:06:27	\$ 0.00	\$ 0.00

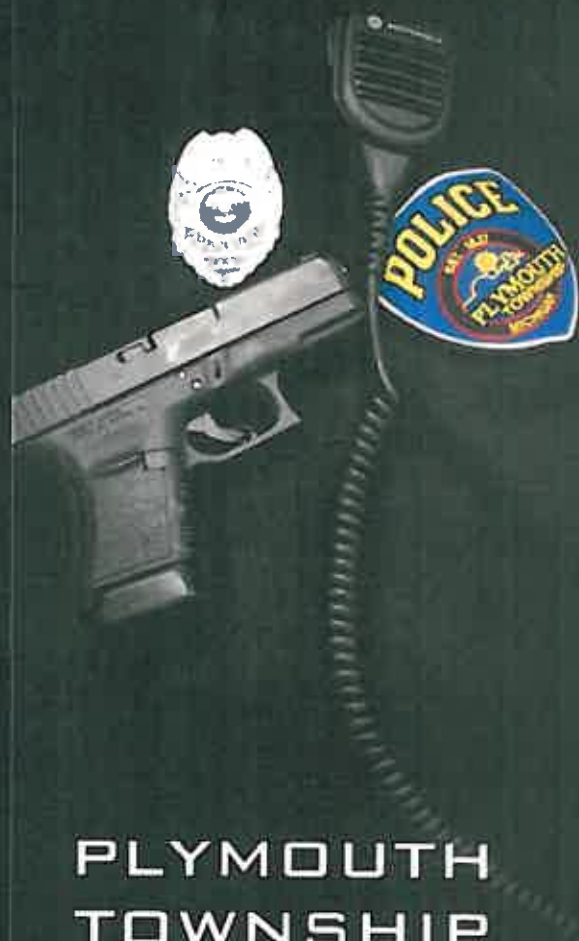
Incident Summary by Incident Type

Incident Type	Incident Count	Average Response Time	Total Loss	Total Value
Station: ST2				
Fires	2	00:11:14	\$ 0.00	\$ 0.00
Rescue & Emergency Medical Service Incidents	14	00:07:04	\$ 0.00	\$ 0.00
Good Intent Calls	1	00:00:00	\$ 0.00	\$ 0.00
False Alarm & False Calls	1	00:04:01	\$ 0.00	\$ 0.00
Total for Station: ST2	18	00:06:58	\$ 0.00	\$ 0.00
Station: ST3				
Fires	2	00:06:28	\$ 10,000.00	\$ 405,000.00
Overpressure Rupture, Explosion, Overheat - no fire	1	00:02:54	\$ 0.00	\$ 0.00
Rescue & Emergency Medical Service Incidents	22	00:07:26	\$ 0.00	\$ 0.00
Service Calls	3	00:02:15	\$ 0.00	\$ 0.00
Good Intent Calls	3	00:04:25	\$ 0.00	\$ 0.00
False Alarm & False Calls	5	00:07:28	\$ 0.00	\$ 0.00
Total for Station: ST3	36	00:06:34	\$ 10,000.00	\$ 405,000.00
Total for Shift: B	86.00	00:06:39	\$ 10,000.00	\$ 405,000.00
Shift: C				
Station: MA				
Good Intent Calls	2	00:00:00	\$ 0.00	\$ 0.00
Total for Station: MA	2	00:00:00	\$ 0.00	\$ 0.00
Station: ST1				
Fires	1	00:01:51	\$ 1,500.00	\$ 0.00
Rescue & Emergency Medical Service Incidents	24	00:05:56	\$ 0.00	\$ 0.00
Hazardous Conditions (No fire)	2	00:07:59	\$ 0.00	\$ 0.00
Service Calls	1	00:05:44	\$ 0.00	\$ 0.00
Good Intent Calls	1	00:05:48	\$ 0.00	\$ 0.00
False Alarm & False Calls	5	00:04:38	\$ 0.00	\$ 0.00
Special Incident Types	1	00:03:53	\$ 0.00	\$ 0.00
Total for Station: ST1	35	00:05:41	\$ 1,500.00	\$ 0.00
Station: ST2				
Rescue & Emergency Medical Service Incidents	15	00:05:59	\$ 0.00	\$ 0.00
Hazardous Conditions (No fire)	1	00:14:25	\$ 0.00	\$ 0.00
Service Calls	1	00:09:30	\$ 0.00	\$ 0.00
Good Intent Calls	2	00:03:15	\$ 0.00	\$ 0.00
Total for Station: ST2	19	00:06:19	\$ 0.00	\$ 0.00
Station: ST3				
Fires	1	00:09:22	\$ 0.00	\$ 0.00
Rescue & Emergency Medical Service Incidents	34	00:07:36	\$ 0.00	\$ 0.00
Service Calls	2	00:09:47	\$ 0.00	\$ 0.00
False Alarm & False Calls	5	00:06:50	\$ 0.00	\$ 0.00
Special Incident Types	1	00:00:23	\$ 0.00	\$ 0.00
Total for Station: ST3	43	00:07:29	\$ 0.00	\$ 0.00
Total for Shift: C	99.00	00:06:29	\$ 1,500.00	\$ 0.00
Total	282.00	731:16:59	\$ 786,500.00	\$ 2,105,000.00

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

CONSENT AGENDA

**ITEM D.2
POLICE DEPARTMENT MONTHLY REPORT
JANUARY, 2019**



PLYMOUTH
TOWNSHIP
POLICE

2019 MONTHLY REPORTS

JANUARY

WWW.PLYMOUTHWP.ORG

PART-ONE CRIMES

January 1, 2018 through December 31, 2018

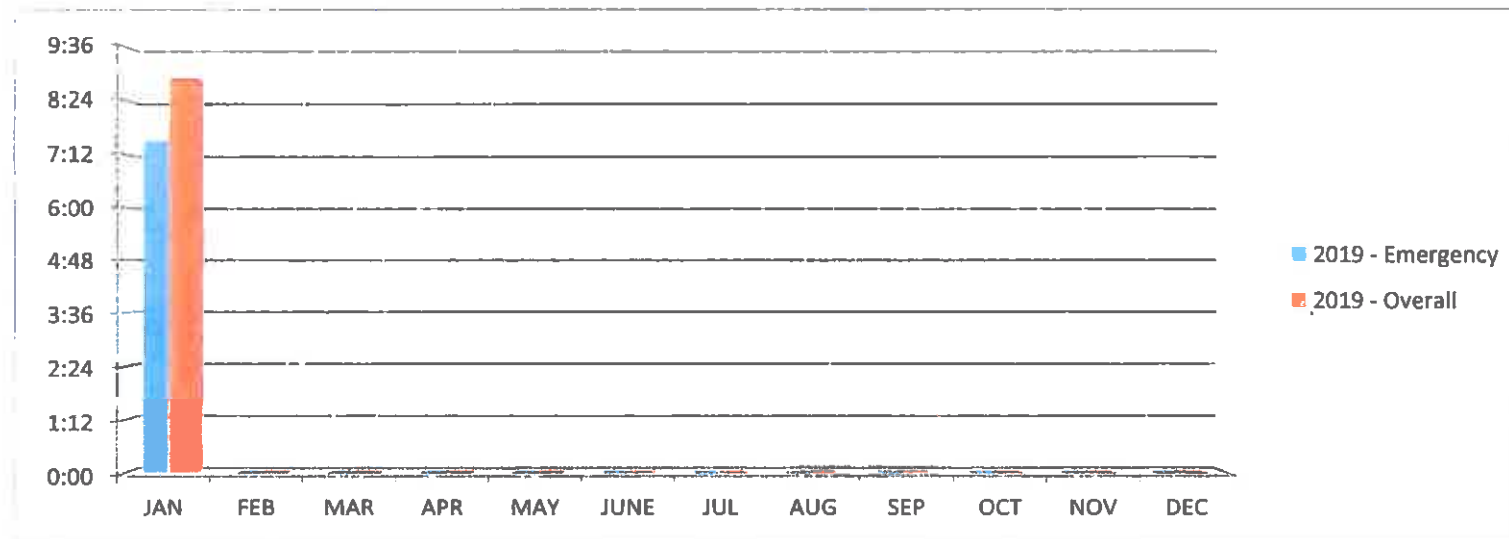
2019	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
Murder	0												
CSC	0												
Robbery	0												
Aggravated Assault	0												
Burglary	2												
Larceny	18												
Auto Theft	1												
Arson	0												
Retail Fraud	1												
Total	22	0	0	0	0	0	0	0	0	0	0	0	0

CALLS FOR SERVICE

2019	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
Part A Crimes	39												
All Other Crimes	101												
Total	140	0	0	0	0	0	0	0	0	0	0	0	0

RESPONSE TIME

2019	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC
2019 - Emergency	7:30	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00
2019 - Overall	8:53	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00



DISPATCH CENTER

2019	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD
# of 911 Calls	0	0	0	0	0	0	0	0	0	0	0	0	0
# of Non-Emergency Calls	2,602	0	0	0	0	0	0	0	0	0	0	0	2,602
Total													

POLICE AND FIRE RESPONSE

2019	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD
City Police	1,497	0	0	0	0	0	0	0	0	0	0	0	1,497
Township Police	1,255	0	0	0	0	0	0	0	0	0	0	0	1,255
Township Fire	282	0	0	0	0	0	0	0	0	0	0	0	282
City Fire	108	0	0	0	0	0	0	0	0	0	0	0	108
Total	3,142	0	0	0	0	0	0	0	0	0	0	0	3,142

TRAFFIC ACCIDENT SUMMARY

JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

2019	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	14	0	0	0	0	0	0	0	0	0	0	0	14
Property Damage	92	0	0	0	0	0	0	0	0	0	0	0	92
Private Property	13	0	0	0	0	0	0	0	0	0	0	0	13
Hit and Run	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	119	0	0	0	0	0	0	0	0	0	0	0	119

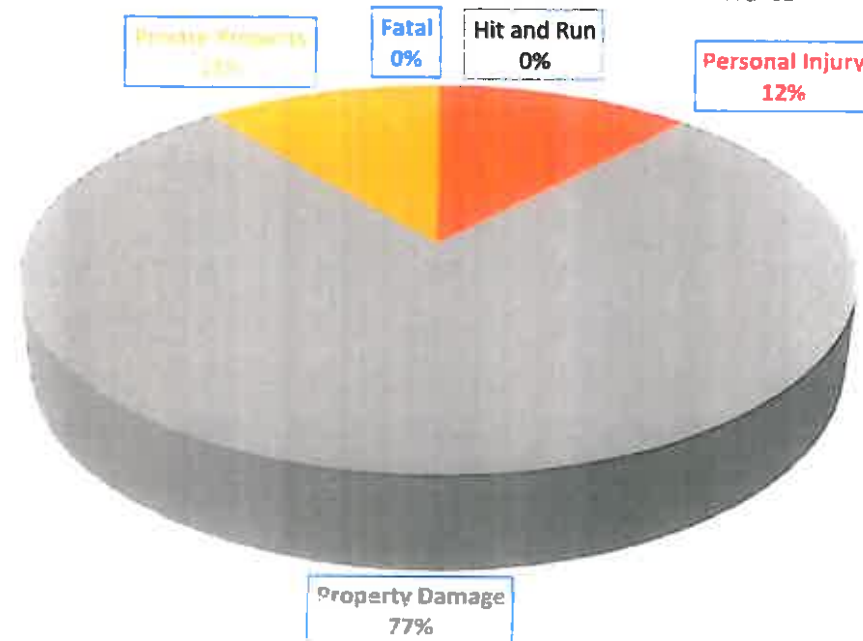
JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

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

Traffic Accidents 2018 vs 2019



REPORTED ACCIDENTS BY TYPE - YTD 2019

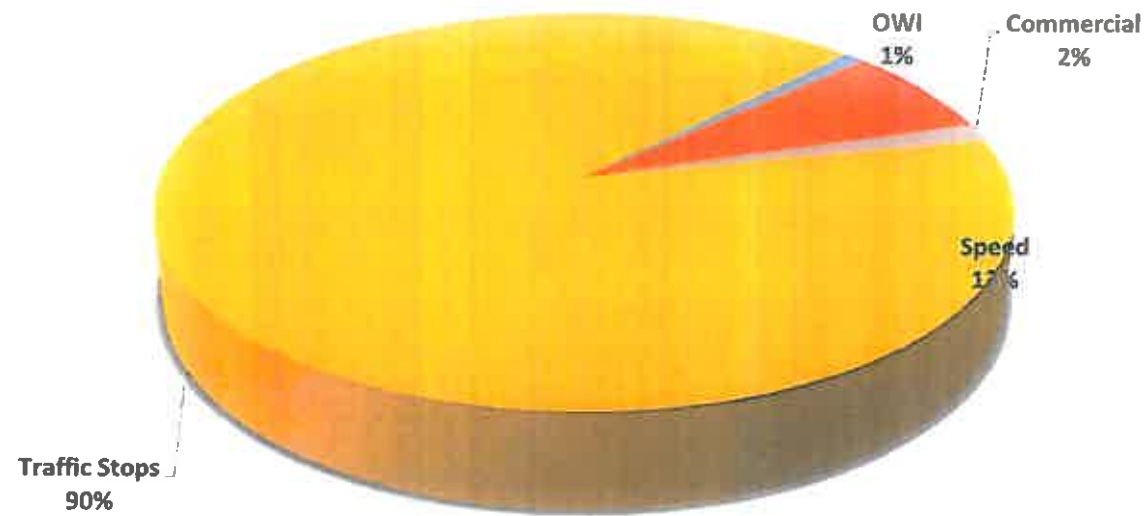


TRAFFIC VIOLATION SUMMARY

		January 1, 2019 through December 31, 2019												
2019		JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
OWI		5	0	0	0	0	0	0	0	0	0	0	0	5
Speed		41	0	0	0	0	0	0	0	0	0	0	0	41
Commercial		8	0	0	0	0	0	0	0	0	0	0	0	8
Traffic Stops		509	0	0	0	0	0	0	0	0	0	0	0	509

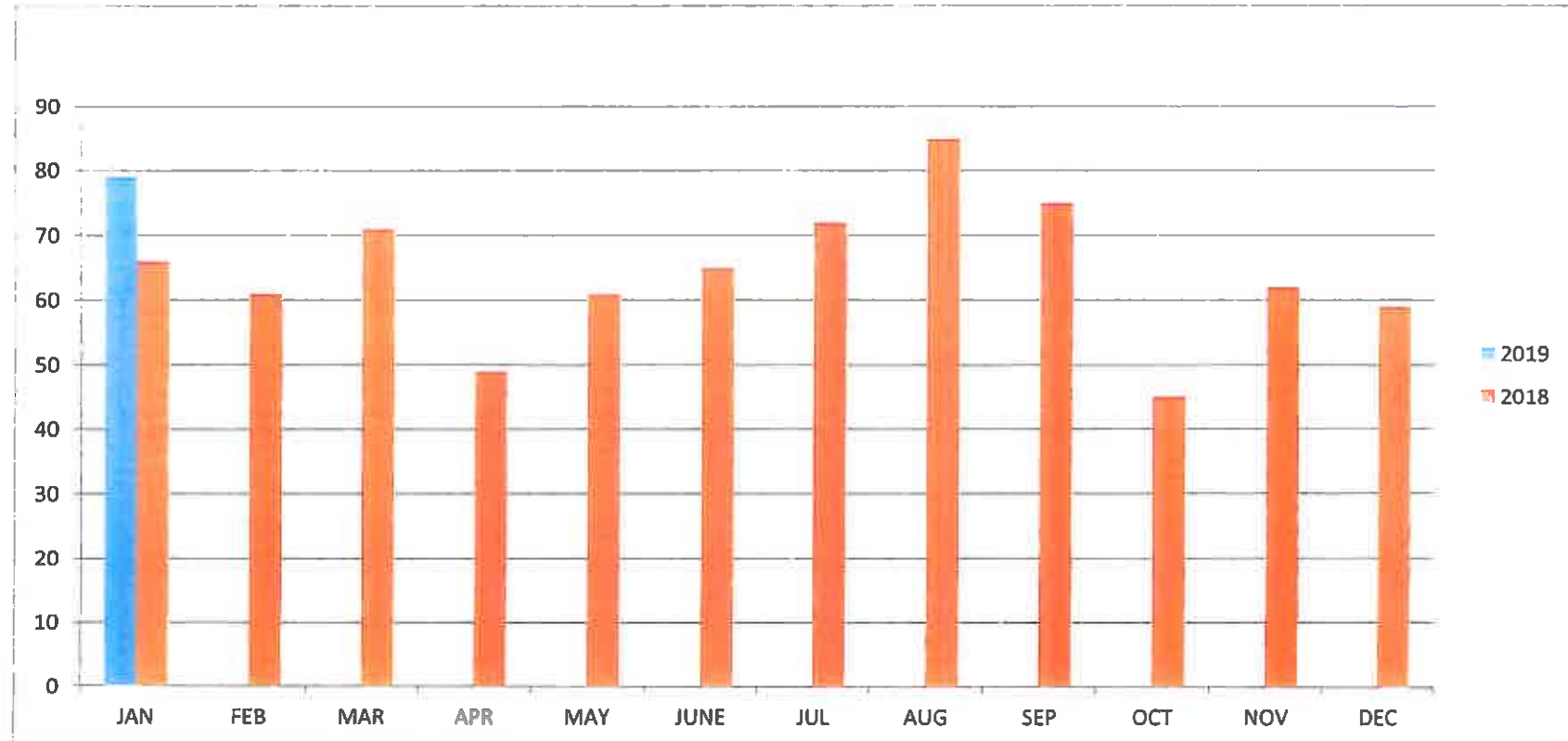
		Number of Arrests											
2019	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
Felony	14	0	0	0	0	0	0	0	0	0	0	0	14
Misdemenor	65	0	0	0	0	0	0	0	0	0	0	0	65
Citations	262	0	0	0	0	0	0	0	0	0	0	0	262
Total	341	0	0	0	0	0	0	0	0	0	0	0	341

Traffic Violations Issued by Type Year to Date 2019



NUMBER OF ARRESTS

	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
2019	79	0	0	0	0	0	0	0	0	0	0	0	79
2018	66	61	71	49	61	65	72	85	75	45	62	59	771



**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

CONSENT AGENDA

**ITEM D.2
FOIA MONTHLY REPORT – CLERK'S OFFICE
JANUARY, 2019**

FOIA Monthly Report

Run Date: 02/01/2019 8:02 AM

Create Date	Company Name	Customer Full Name	Type of Information Requested	Amount of Payment
1/4/2019	Progressive Insurance	John Dalton	Fire Report	
1/8/2019		William Conroy	EMS Report	
1/11/2019	SME	Ms. Courtney Koters	Environmental	
1/17/2019		Sarah Nolan	Fire Report	
1/22/2019	Citizen's Insurance Group	Kim Campbell	Fire Report	
1/22/2019	Rehmann Corporate Investigative Services	Danielle Grabow	Fire Report	
1/25/2019	BuildZoom	Janine Rugas	Building	
1/31/2019	CBRE	ms kelly bruno	Building Fire Report Zoning	
1/31/2019	Lawrence D Kohl PC	Larry Kohl	Outstanding Liens/Assessments Police Records	0.00
Total Requests: 9				Total Dollars: 0

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

CONSENT AGENDA

**ITEM D.2
FOIA MONTHLY REPORT – POLICE DEPARTMENT
JANUARY, 2019**

PD FOIA Monthly Report

Run Date: 02/01/2019 8:02 AM

Create Date	Company Name	Customer Full Name	Type of Information Requested	Amount of Payment
1/3/2019	Metropolitan Reporting Bureau	Metropolitan Reporting Bureau	Police Records	0.00
1/3/2019		Bradley Harris	Police Records	34.20
1/4/2019		Todd Schiftar	Police Records	1.70
1/7/2019	Plymouth 848	Tanya Sparrow	Police Records	0.00
1/8/2019		Matthew Nolan	Police Records	0.00
1/8/2019		Mark Childs	Police Records	0.00
1/11/2019	McDonalds	Gina Moser	Police Records	0.00
1/11/2019		PRS	Police Records	0.00
1/11/2019	Mash Law, PLLC.	Attorney Erin Mash	Police Records	6.24
1/14/2019	Holiday Inn Express	Jennifer Zieger	Police Records	0.00
1/15/2019		Jim Theakston	Police Records	0.00
1/15/2019		Mr. Patrick Nolan	Police Records	
1/16/2019		Jeffrey Randa	Police Records	25.02
1/17/2019		Sarah Nolan	Police Records	
1/17/2019	LexisNexis	LexisNexis	Police Records	0.00
1/18/2019	Fox 2 News	Fox 2	Police Records	0.00
1/22/2019	Citizen's Insurance Group	Kim Campbell	Police Records	
1/23/2019		Kelly Gorman	Police Records	0.00
1/23/2019		Tina Callarino	Police Records	0.00
1/23/2019	State Farm	Neil Anchill	Police Records	0.00
1/24/2019		Eric Bausley	Police Records	0.00
1/25/2019		David Essenburg	Police Records	0.00
1/25/2019		Tracey Kukielka	Police Records	0.00
1/25/2019		Emily Anderson	Police Records	0.00
1/28/2019		Angela Dawn	Police Records	0.00
1/28/2019		John Abair	Police Records	0.00
1/29/2019		Urumi Ashida	Police Records	0.00
1/29/2019	Miller, Cnafield, Paddock and Stone	Dawn Kraft	Police Records	6.76
1/30/2019		Jackilyn Hollowell	Police Records	0.00
1/30/2019		Sarah Nolan	Police Records	0.00
1/31/2019		Aryk Gonta	Police Records	0.00
1/31/2019	Lawrence D Kohl PC	Larry Kohl	Outstanding Liens/Assessments Police Records	0.00
1/3/2019	Oak Haven MHC LLC	Danielle Srock	Police Records	0.00
Total Requests: 33				Total Dollars: 73.92

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

CONSENT AGENDA

**ITEM D.2
THANK YOU
COMMUNITY COUNCIL ON AGING**



Plymouth Community Council on Aging
9955 N. Haggerty
Plymouth, MI 48170

December 6th, 2018

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

Dear Kurt,

On behalf of the Plymouth Community Council on Aging (PCCA) and myself, once again we would like to thank the Charter Township of Plymouth for approving the block grant funds, which allow us to offer quality programs and vital assistance to our elderly.

These funds are so vitally important to the existence of the PCCA, it allows us to continue to serve the community seniors with social programs, health and wellness programs, resources for housing, home care, taxes, medical equipment, food, Medicare and Medicaid and virtually anything that may assist a senior citizen.

With your continuing generous support I will do my very best, to offer quality programs, and assist the Plymouth Community Seniors with their needs, to the best of my ability.

Thank you once again for the support from this grant as well as your *continuing support* on a daily basis.

Respectfully,

Bobbie Pummill
 Director
 Plymouth Community Council on Aging

RECEIVED

DEC 13 2018

**PLYMOUTH TWP
 CLERK'S OFFICE**

cc: Mr. Jerry Vorva - Clerk
 Mr. Mark Clinton - Treasurer
 Ms. Sarah Visel -Solid Waste and Public Service Coordinator

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

CONSENT AGENDA

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

BOARD DATE

2/26/2019

FUND NAME	FUND NUMBER	TOTAL INC PAYROLL	PAYROLL & INVOICES PAID	INVOICES PAID
			PRIOR TO MEETING	AFTER BOARD REVIEW
GENERAL FUND	101	357,827.47	234,328.29	123,499.18
SWD	226	106,851.94	2,310.80	104,541.14
IMPROV. REV.	246	-	-	
DRUG FORFEITURE	265	-	-	
DRUG FORFEITURE	266	-	-	
DRUG FORFEITURE	267	-	-	
GOLF COURSE FUND	510	435.84	325.59	110.25
SENIOR TRANSPORTATION	588	3,367.34	2,955.54	411.80
WATER & SEWER	592	196,835.04	180,565.16	16,269.88
TRUST & AGENCY	701	16,447.51	16,447.51	
POLICE BOND FUND	702	-	-	
TAX POOL	703	-	-	
SPECIAL ASSESS CAPITAL	805	1,741.25	-	1,741.25
	TOTAL	683,506.39	436,932.89	246,573.50
GRAND TOTAL		683,506.39		

Charter Township of Plymouth
AP Invoice Listing - Board Report

Weekly Page: 21/11/17
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VENDOR INFORMATION

INVOICE INFORMATION

A T & T

AT&T - Telephone Allocation Jan 2019 - R01-9777

101-201-853.000	Information Services	Invoice Amount:	\$2,155.94
101-209-853.000	Assessing	Check Date:	02/20/2019
101-371-853.000	Building		147.43
101-336-853.000	Fire		88.03
101-305-853.000	Police		245.39
101-171-853.000	Supervisor		387.37
101-253-853.000	Treasurer		392.43
101-215-853.000	Clerk		229.42
101-371-853.500	Community Development		195.73
101-325-853.000	Dispatch		114.32
101-265-854.000	Water/Sewer (Util)		91.34
101-691-853.000	Park		147.62
592-172-853.000	Gen Expense Tel		35.06
			27.46
			54.34

BASIC

Quarterly Fee for Section125 Flexplan admin (17

101-336-714.000	Fire	Invoice Amount:	\$262.65
592-172-714.000	DPW (Latawiec)	Check Date:	02/20/2019
101-305-714.000	Police		30.90
101-325-714.000	Dispatch (fell)		15.45
101-201-714.000	Information Services (Janks)		123.60
101-215-714.000	Clerk (leClair)		30.90
101-265-714.000	Bldg. (haack)		15.45
592-291-714.000	DPW (Fellrath)		15.45
			15.45

COMCAST

Internet - March 2019

Acct 8529 10

101-290-941.000	March Internet	Invoice Amount:	\$61.67
		Check Date:	02/20/2019
			61.67

COMCAST

Internet - February 2019

Acct 90091

101-691-921.000	Township Park	Invoice Amount:	\$194.85
101-336-921.000	Fire	Check Date:	02/20/2019
101-325-853.000	Telephone		64.95
			64.95
			64.95

CONSUMERS ENERGY

Monthly Chgs - January 2019

Acct 100

101-171-921.000	Supervisor	Invoice Amount:	\$7,063.60
101-201-921.000	Info Services	Check Date:	02/20/2019
101-209-921.000	Assessing		286.13
101-215-921.000	Clerk		153.10
101-253-921.000	Treasurer		81.90
101-265-854.000	Senior Ctr		248.66
101-305-921.000	Police		103.85
101-325-921.000	Dispatch		474.00
101-325-921.400	Lock Up		821.73
101-336-921.000	Fire Dept		171.04
101-371-921.000	Building		171.04
101-371-921.500	Comm Devel		2,650.19
101-691-921.000	Park		180.14
226-226-921.000	Utilities		100.91
510-510-737.000	Golf Course		825.98
588-588-921.000	Senior Trans		23.72
592-444-745.000	Power & Pumping		325.59
			30.26
			415.36

Charter Township of Plymouth
AP Invoice Listing - Board Report

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VENDOR INFORMATION

INVOICE INFORMATION

WESTERN TWNSPS UTILITIES AUTHORITY

WTUA - January 2019

592-441-742.000

Monthly Charges

592-441-743.000

YUCA IPP-IWC

592-443-937.000

Country Acres Pump Station

Invoice Amount:

\$137,736.80

Check Date:

02/20/2019

132,377.13

4,697.42

662.25

WOW! BUSINESS

Police Dept. Service Chgs January 2019 Acct. # 0

101-305-921.000

Police Dept.

Invoice Amount:

\$11.38

Check Date:

02/20/2019

11.38

WOW! BUSINESS

Service Chgs Jan & Feb 2019 Acct. # 012296705

101-265-854.000

Senior Util

588-588-921.000

Senior Transport

Invoice Amount:

\$35.06

Check Date:

02/20/2019

32.96

2.10

Total Amount to be Disbursed:

\$147,521.95

Bond Refund 1: 1/20/19

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

VENDOR INFORMATION

INVOICE INFORMATION

HEMMING,POLACZYK,CRONIN,SMITH, BD Bond Refund 701-100-202.701 BPZ18-0010	Invoice Amount: Check Date: 1,509.38	\$1,509.38 02/20/2019
HEMMING,POLACZYK,CRONIN,SMITH, BD Bond Refund 701-100-202.701 BPZ18-0004	Invoice Amount: Check Date: 301.88	\$301.88 02/20/2019
HEMMING,POLACZYK,CRONIN,SMITH, BD Bond Refund 701-100-202.701 BPZ18-0006	Invoice Amount: Check Date: 420.00	\$420.00 02/20/2019
HEMMING,POLACZYK,CRONIN,SMITH, BD Bond Refund 701-100-202.701 BPZ18-0009	Invoice Amount: Check Date: 183.75	\$183.75 02/20/2019
SPALDING DEDECKER ASSOCIATES, INC. BD Bond Refund 701-100-202.701 BE18-0002	Invoice Amount: Check Date: 721.25	\$721.25 02/20/2019
SPALDING DEDECKER ASSOCIATES, INC. BD Bond Refund 701-100-202.701 BE18-0020	Invoice Amount: Check Date: 2,348.75	\$2,348.75 02/20/2019
SPALDING DEDECKER ASSOCIATES, INC. BD Bond Refund 701-100-202.701 BE18-0023	Invoice Amount: Check Date: 18.75	\$18.75 02/20/2019
SPALDING DEDECKER ASSOCIATES, INC. BD Bond Refund 701-100-202.701 BE18-0004	Invoice Amount: Check Date: 190.00	\$190.00 02/20/2019
SPALDING DEDECKER ASSOCIATES, INC. BD Bond Refund 701-100-202.701 BE18-0005	Invoice Amount: Check Date: 2,341.25	\$2,341.25 02/20/2019
SPALDING DEDECKER ASSOCIATES, INC. BD Bond Refund 701-100-202.701 BE18-0042	Invoice Amount: Check Date: 955.00	\$955.00 02/20/2019
SPALDING DEDECKER ASSOCIATES, INC. BD Bond Refund 701-100-202.701 BE18-0053	Invoice Amount: Check Date: 1,685.00	\$1,685.00 02/20/2019
SPALDING DEDECKER ASSOCIATES, INC. BD Bond Refund 701-100-202.701 BE18-0017	Invoice Amount: Check Date: 172.50	\$172.50 02/20/2019
SPALDING DEDECKER ASSOCIATES, INC. BD Bond Refund 701-100-202.701 BE18-0040	Invoice Amount: Check Date: 3,947.50	\$3,947.50 02/20/2019
SPALDING DEDECKER ASSOCIATES, INC. BD Bond Refund 701-100-202.701 BE18-0025	Invoice Amount: Check Date: 1,000.00	\$1,000.00 02/20/2019

Charter Township of Plymouth
AP Invoice Listing - Board Report

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VENDOR INFORMATION

INVOICE INFORMATION

SPALDING DEDECKER ASSOCIATES, INC.

Invoice Amount: \$652.50

BD Bond Refund

Check Date: 02/20/2019

701-100-202.701 BE18-0021

652.50

Total Amount to be Disbursed: \$16,447.51

Charter Township of Plymouth

AP Invoice Listing - Board Report

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VENDOR INFORMATION

INVOICE INFORMATION

APOLLO FIRE EQUIPMENT		Invoice Amount:	\$559.58
Hoods dropped shipped from Fire Dex		Check Date:	02/25/2019
101-336-758.100	Fire Dex hoods/incl freight		540.00
101-336-758.100	freight		19.58
CODE SAVVY CONSULTANTS LLC		Invoice Amount:	\$530.00
SPRINKLER SYSTEM PLAN REVIEW MILE CITY CH		Check Date:	02/25/2019
101-371-818.000	INVOICE 1436		530.00
Core & Main		Invoice Amount:	\$264.68
#JO26567 METER PARTS 2018 INVOICE		Check Date:	02/25/2019
592-443-937.000	2018 INVOICE JO26567 METER PARTS		264.68
FOX LABS INTERNATIONAL, INC		Invoice Amount:	\$431.80
Pepper Spray Inv. 00026901 10/1/19		Check Date:	02/25/2019
101-305-851.000	Five Point Three 2 oz. \$25.00 - 20% Disc		420.00
101-305-851.000	Shipping		11.80
Ferguson Waterworks		Invoice Amount:	\$4,600.00
Meter Parts and Maintenance 2018 INVOICE		Check Date:	02/25/2019
592-172-780.000	R900 V4 WALL MIU N13341200		2,040.00
592-172-780.000	5/8X3/4 T10 MTR P/C USG 4 WHL *X		2,560.00
OAKLAND COUNTY		Invoice Amount:	\$5,086.00
Clemis Fees - October - December 2018 Inv. CLM		Check Date:	02/25/2019
101-325-818.000	Membership Usage Fee		1,729.00
101-325-818.000	MDC Participation Fee		3,282.00
101-325-818.000	Crimemapping		75.00
SPALDING DEDECKER ASSOCIATES, INC.		Invoice Amount:	\$10,200.00
Spalding DeDecker - Jsn. 2019 Invoice (minus Bui		Check Date:	02/25/2019
101-371-818.500	Invoice # 78742 - Monthly Retainer		500.00
101-290-818.000	Inv # 78743-123NET 15620 Tech. DRIve		460.00
101-290-818.000	Inv# 78744-#CF797672RLR18-B-DPW		460.00
101-290-818.000	Inv# 7745-123NET 40475 Plymouth Rd DPW		690.00
592-443-939.000	Inv# 78750 -Water Tower Cathodic Protect		2,866.75
101-290-818.000	Inv# 78747--Miss Dig Design Ticket - DPW		1,380.00
101-290-818.000	Inv#78523-AT&T 47584 Galleon #A01EGS9-DP		57.50
592-172-820.000	Inv#78751-Ply. Twp. Eng. Stds.		960.75
101-371-818.500	Inv#78765-NorthridgeCHO-PLANNING		400.00
101-371-818.500	Inv#78766-15100 Fogg St -PLANNING		1,050.00
101-371-818.500	Inv#78767-RidgeRd. Ind.Park-PLANNING		1,050.00
101-371-818.500	INV78768-#2303-0818 Burroughs Phase2PLAN		325.00
TireHub, LLC		Invoice Amount:	\$541.72
Police Dept. Tires Inv. 5568976 11/27/18		Check Date:	02/25/2019
101-305-863.000	2355518 GY Assur Tires/AC Brothers		541.72
TOUCH OF CLASS CLEANERS		Invoice Amount:	\$2,190.40
Uniform Dry Cleaning / Police Dept. Sworn Person		Check Date:	02/25/2019
101-305-758.000	Cleaning from 1/1/18 - 12/31/18		2,190.40
WINDER POLICE EQUIPMENT		Invoice Amount:	\$33.74
Universal Card Swipe Reader Inv. 20182773 12/1		Check Date:	02/25/2019
101-305-851.000	Item # C-CSR-2		33.74
Total Amount to be Disbursed:			\$24,437.92

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Charter Township of Plymouth

AP Invoice Listing - Board Report

VENDOR INFORMATION

INVOICE INFORMATION

WEST METRO/ACME GARAGE DOOR			Invoice Amount:	\$232.50
Comm Service Door Repair Inv. 60066 1/29/19			Check Date:	02/26/2019
101-305-776.000	Replace Coil Cord on Door #3			232.50
ALPHAGRAPHICS #336			Invoice Amount:	\$219.00
New Business Cards			Check Date:	02/26/2019
101-305-727.000	Assistant Chief Brothers			73.00
101-305-727.000	Detective S. Tiderington			73.00
101-305-727.000	Detective M. Hinkle			73.00
ALPHAGRAPHICS #336			Invoice Amount:	\$225.00
Business Cards for Assessors (refill)			Check Date:	02/26/2019
101-209-727.000	Tina Foley			75.00
101-209-727.000	Tracy Haley			75.00
101-209-727.000	Meriem Kadi			75.00
APOLLO FIRE EQUIPMENT			Invoice Amount:	\$581.31
RFID Reader for air pack			Check Date:	02/26/2019
101-336-979.000	RFID reader 10158407			572.00
101-336-979.000	Freight			9.31
APOLLO FIRE EQUIPMENT			Invoice Amount:	\$210.15
Blk Lightening Dia Blade			Check Date:	02/26/2019
101-336-851.000	14" Blk Light. Dia Blade			193.00
101-336-851.000	Freight			17.15
APOLLO FIRE EQUIPMENT			Invoice Amount:	\$165.49
6 pair of ext gloves			Check Date:	02/26/2019
101-336-758.100	Extr. Gloves			156.00
101-336-758.100	Freight			9.49
APOLLO FIRE EQUIPMENT			Invoice Amount:	\$215.13
Diamond cut blade			Check Date:	02/26/2019
101-336-851.000	Diamond cut blade			201.00
101-336-851.000	freight			14.13
B & R JANITORIAL SUPPLY			Invoice Amount:	\$1,659.27
JANITORIAL SUPPLY JANUARY			Check Date:	02/26/2019
101-265-776.000	INVOICE 184905			746.67
101-265-858.000	INVOICE 184905			49.77
101-305-776.000	INVOICE 184905			414.81
101-325-727.000	INVOICE 184905			165.92
101-336-776.000	INVOICE 184905			33.18
592-172-776.000	INVOICE 184905			248.92
B & R JANITORIAL SUPPLY			Invoice Amount:	\$1,255.67
janitorial supplies			Check Date:	02/26/2019
101-336-776.000	ANGEL SOFT BATH TISSUE			85.36
101-336-776.000	HUSKY 320 NON ACID BOWL CLNR			7.56
101-336-776.000	PUREX LIQUID LAUNDRY DETERGENT			432.15
101-336-776.000	PUMP ECON 1oz FOR PAIL 904A			12.78
101-336-776.000	SHOUT STAIN TREATMENT TRIG			66.48
101-336-776.000	GENTERPULL TWL 2 PLY 6400+			41.31
101-336-776.000	SUNSHINE LEMON DISH SOAP			29.42
101-336-776.000	SPONGE SCRUBBER #174			3.66
101-336-776.000	CASCADE DISHWASH PACS 5/20'S			37.34
101-336-776.000	KITCHEN ROLL TOWEL 30CS 6272			113.94

Charter Township of Plymouth
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INVOICE INFORMATION

	101-336-776.000	CLOROX WIPES LEMON 35CT	197.52
	101-336-776.000	33G 3339 1.5 MIL BLACK R-39XH	19.49
	101-336-776.000	55G 3858 1.5 MIL BLACK R-60XH	103.86
	101-336-776.000	HEAVY DUTY DEGREASER	104.80
BATTERIES PLUS BULBS		Invoice Amount:	\$41.93
Batteries		Check Date:	02/26/2019
	101-336-836.000	Batteries for equipment	41.93
BATTERIES PLUS BULBS		Invoice Amount:	\$87.80
Chargers for Police Department Inv. 481-P110576		Check Date:	02/26/2019
	101-305-727.000	3' Lightcable Charger	43.90
	101-305-727.000	6' Lightning Cable	43.90
BATTERIES PLUS BULBS		Invoice Amount:	\$287.95
Battery for Speed Trailer Inv. 481-P11264068 2/5		Check Date:	02/26/2019
	101-305-851.000	Dual X2 Marine Battery	287.95
BLACKWELL FORD INC.		Invoice Amount:	\$260.10
Vehicle Repair/A13226 Inv. 343941 2/5/19		Check Date:	02/26/2019
	101-305-863.000	Rplace Cat Monitor Sensor	260.10
BLACKWELL FORD INC.		Invoice Amount:	\$52.34
Vehicle Repair/B68428 Inv. 344082 2/6/19		Check Date:	02/26/2019
	101-305-863.000	Oil Change	52.34
BLACKWELL FORD INC.		Invoice Amount:	\$52.34
Vehicle Repair/106808 Inv. 344149 2/7/19		Check Date:	02/26/2019
	101-305-863.000	Oil Change	52.34
BLACKWELL FORD INC.		Invoice Amount:	\$1,939.25
REPAIR WORK ON F-150		Check Date:	02/26/2019
	101-371-863.000	INVOICE 343757	1,939.25
OCCUPATIONAL HEALTH CENTERS OF MI		Invoice Amount:	\$85.00
Dan Hamann & James Scholten (DPW) UDS & BA		Check Date:	02/26/2019
	592-172-818.000	Dan Hamann (DPW)	42.50
	592-172-818.000	James Scholten (DPW)	42.50
CORPORATE CLEANING GROUP INC		Invoice Amount:	\$2,161.55
MONTHLY CLEANING JANUARY		Check Date:	02/26/2019
	101-305-776.000	INVOICE 6139	914.76
	101-336-776.000	INVOICE 6139	83.16
	592-172-776.000	INVOICE 6139	187.16
	101-265-776.000	INVOICE 6139	893.97
	101-325-818.400	INVOICE 6139	82.50
CORPORATE CLEANING GROUP INC		Invoice Amount:	\$405.00
MONTHLY CLEANING JANUARY		Check Date:	02/26/2019
	592-172-776.000	INVOICE 6107	345.00
	101-265-858.000	INVOICE 6107	60.00
DANULOFF, LYLE D., PHD.		Invoice Amount:	\$600.00
Police Service Aide Applicant Psychological Evalua		Check Date:	02/26/2019
	101-325-818.000	Evaluation for hire - Karl Zimmerman	600.00

Charter Township of Plymouth

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VENDOR INFORMATION

INVOICE INFORMATION

DELL MARKETING L.P.		Invoice Amount:	\$2,038.61
Monitors and Sound Bar Quote 30000330076664.		Check Date:	02/26/2019
101-305-727.000	Dell UltraSharp 24 Monitor - U2412M		2,012.72
101-305-727.000	Dell AX510 Sound Bar Speakers		25.89
Denny's Service Center		Invoice Amount:	\$411.80
Senior Transportation Vehicle Repair (details attac		Check Date:	02/26/2019
588-588-863.000	Exhaust Support and fix mirror		411.80
EctoHR, Inc.		Invoice Amount:	\$6,500.00
EctoHR - JanuaRY 2019 Services - Invoice # 1037		Check Date:	02/26/2019
101-171-818.200	1-19 Services - Inv. 10372		6,500.00
ENGRAVING CONNECTION		Invoice Amount:	\$216.00
Accountability tags		Check Date:	02/26/2019
101-336-758.100	Accountability tags		216.00
ETNA SUPPLY		Invoice Amount:	\$362.40
INVENTORY FOR SANITARY SEWER REPAIRS AN		Check Date:	02/26/2019
592-291-932.000	FERNCO 1002-66 FLEX COUPLING 2		24.00
592-291-932.000	FERNCO 1056-66 FLEX COUPLING 4		48.00
592-291-932.000	FERNCO 116-300 STAINLESS STEEL CLAMP 2		10.40
592-291-932.000	6X10 PVC PIPE 30		102.00
592-291-932.000	6X10 PVC PIPE 30		102.00
592-291-932.000	6 PVC SCH40 COUPLING DWV 4		44.00
592-291-932.000	REED MH36 INCH MANHOLE COVER HOOK		32.00
FEDEX		Invoice Amount:	\$238.31
Package Shipped Inv. 6--431-74022 1/16/19		Check Date:	02/26/2019
101-305-727.000	DVD Player to be repaired		238.31
FELLRATH, PATRICK		Invoice Amount:	\$124.70
Mileage Reimbursement Jan 19		Check Date:	02/26/2019
592-291-863.000	Mileage Reimbursement Jan 19		124.70
FIFER INVESTIGATIONS, LLC		Invoice Amount:	\$1,900.00
Background Investigation 2/11/19		Check Date:	02/26/2019
101-305-818.000	Police Officer Applicant - Kyle Talmadge		1,900.00
GFL Environmental USA, Inc.		Invoice Amount:	\$102,735.36
JAN 2019 - RESIDENTIAL COLLECTION FEE		Check Date:	02/26/2019
226-226-810.000	JAN 2019 TRASH		66,393.60
226-226-810.000	JAN 2019 RECYCLING		18,520.32
226-226-810.000	JAN 2019 YARD WASTE		17,821.44
GFL Environmental USA, Inc.		Invoice Amount:	\$1,740.00
JAN 2019 RESIDENTIAL YARD WASTE DISPOSAL F		Check Date:	02/26/2019
226-226-810.000	69.60 TONS @ 25.00/TON		1,740.00
Great Lakes Ace Hardware		Invoice Amount:	\$11.16
BLANKET PO 2019		Check Date:	02/26/2019
101-691-931.000	BLANKET PO 2019		11.16
GUARDIAN ALARM CO		Invoice Amount:	\$110.25
8592782 Hilltop Golf Course Alarm Feb19		Check Date:	02/26/2019
510-510-737.000	Hilltop Golf Course Alarm Feb 19		110.25

Charter Township of Plymouth
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INVOICE INFORMATION

GUARDIAN ALARM CO ALARM MONITORING AND SERVICE <i>101-265-776.000 invoice 19998700</i>	Invoice Amount: Check Date:	\$191.40 02/26/2019 <i>191.40</i>
GUARDIAN ALARM CO Alarm billing 02/01/19-04/30/19 #19999606 DPW <i>592-172-818.000 Monitoring, Maintenance & Services</i>	Invoice Amount: Check Date:	\$265.95 02/26/2019 <i>265.95</i>
HALT FIRE INC E2 Inoperative Primer <i>101-336-863.000 E2 Primer motor replacement</i>	Invoice Amount: Check Date:	\$885.50 02/26/2019 <i>885.50</i>
HAROLD'S FRAME SHOP #90069 2 piece power/control wiring harness for <i>592-291-863.000 CABLE ASSEMBLY-VEHICLE</i> <i>592-291-863.000 CABLE ASSY PLOW</i> <i>592-291-863.000 sales tax</i>	Invoice Amount: Check Date:	\$242.97 02/26/2019 <i>128.86</i> <i>100.36</i> <i>13.75</i>
Hearing Consultants, Inc. Hearing Evaluation Inv . 110923 1/28/19 <i>101-305-818.000 Concentra Criteria - Kyle Talmadge</i>	Invoice Amount: Check Date:	\$45.00 02/26/2019 <i>45.00</i>
HEMMING,POLACZYK,CRONIN,SMITH, Legal Services January 2019 (KEVIN BENNETT) <i>101-290-825.000 Ordinance Prosecutions</i> <i>101-290-827.000 Community Development</i> <i>101-290-826.000 Admin</i> <i>101-290-826.000 Misc.</i> <i>101-290-826.000 Building Dept.</i> <i>101-290-826.000 Public Services</i> <i>101-290-826.000 Water & Sewer</i>	Invoice Amount: Check Date:	\$15,793.38 02/26/2019 <i>6,168.75</i> <i>4,239.37</i> <i>4,475.63</i> <i>240.25</i> <i>236.25</i> <i>301.88</i> <i>131.25</i>
HERSCH'S INC. Sales Order #407444 02/04/2019 <i>101-446-731.000 Delivery Charge</i> <i>101-446-731.000 Mag 50# Pellets 1/48 550179</i>	Invoice Amount: Check Date:	\$2,803.56 02/26/2019 <i>19.56</i> <i>2,784.00</i>
HYDRO CORP Cross Connection Control jan 2019 <i>592-291-804.000 Cross Connection Control Jan 2019</i>	Invoice Amount: Check Date:	\$1,779.00 02/26/2019 <i>1,779.00</i>
IDEAL CALIBRATIONS Cal monitor, repl. sensor of gas monitor estimate <i>101-336-851.000 Gas monitor repair</i>	Invoice Amount: Check Date:	\$580.40 02/26/2019 <i>580.40</i>
IRON MOUNTAIN Offsite Storage - February 2019 <i>101-215-818.000 Offsite Storage - February 2019</i>	Invoice Amount: Check Date:	\$211.26 02/26/2019 <i>211.26</i>
J & B MEDICAL SUPPLY INC medical supplies <i>101-336-836.000 ECONOMY ADHESIVE BANDAGES</i> <i>101-336-836.000 COVIDIEN 100 SERIES ECG PEDIATRIC</i> <i>101-336-836.000 FRONTLINE 12 NITRILE EXAM GLOVES,</i> <i>101-336-836.000 FRONTLINE 12 NITRILE EXAM GLOVES,</i> <i>101-336-836.000 COVIDIEN 530 SERIES ECG ELECTRODES ECG</i> <i>101-336-836.000 BD INSYTE AUTOGUARD SHIELDED I.V. CATHE</i>	Invoice Amount: Check Date:	\$2,113.72 02/26/2019 <i>37.65</i> <i>25.20</i> <i>252.40</i> <i>252.40</i> <i>236.00</i> <i>110.00</i>

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	101-336-836.000	COVIDIEN MEDI-TRACE CADENCE DEFIBRILLA	118.75
	101-336-836.000	MICRODOT ORAL GLUCOSE/GLUTOSE GEL,	53.25
	101-336-836.000	AMBU SPUR II DISPOSABLE RESUSCITATOR	137.76
	101-336-836.000	COVIDIEN CURITY GAUZE PADS	89.05
	101-336-836.000	FLOW-SAFE CPAP SYSTEM w SMALL ADULT	113.90
	101-336-836.000	FLOW-SAFE II CPAP	301.75
	101-336-836.000	3M TRANSPORE SURGICAL TAPE	65.28
	101-336-836.000	MEDSOURCE INTERNATIONAL NEEDLELESS IV	36.80
	101-336-836.000	FLOW-SAFE II CPAP, child deluxe mask,	181.05
	101-336-836.000	Flex-All Splint (Sam Splint)	60.00
	101-336-836.000	3M COBAN SELF-ADHERENT WRAP	42.48
<hr/>			
KNIGHT TECHNOLOGY GROUP, INC.		Invoice Amount:	\$150.00
Firewall Monitoring February 2019 - Invoice# 125		Check Date:	02/26/2019
	101-290-941.000	Firewall Monitoring - Feb 2019	150.00
<hr/>			
KNIGHT TECHNOLOGY GROUP, INC.		Invoice Amount:	\$150.00
Firewall Monitoring January 2019 - Invoice# 1243		Check Date:	02/26/2019
	101-290-941.000	Firewall Monitoring - Jan 2019	150.00
<hr/>			
KONICA MINOLTA BUSINESS SOLUTIONS		Invoice Amount:	\$394.15
Copy charges -January 2019		Check Date:	02/26/2019
	101-371-727.000	Color Copies - Bldg	97.44
	101-371-727.000	B&W Copies - Bldg	8.55
	101-215-727.000	Color Copies - Clerk	252.40
	101-215-727.000	B&W Copies - Clerk	35.76
<hr/>			
KONICA MINOLTA BUSINESS SOLUTIONS		Invoice Amount:	\$116.15
Maintenance #256679592 01/01/19-01/31/19		Check Date:	02/26/2019
	101-171-727.000	C454e Copier Maintenance	24.39
	101-201-851.000	Maint.	4.65
	101-400-851.000	Maint.	5.81
	226-226-727.000	Maint.	5.81
	592-172-818.000	Maint	75.49
<hr/>			
Lexipol, LLC		Invoice Amount:	\$2,250.00
Lexipol service Jan 2019-Dec 31, 2019		Check Date:	02/26/2019
	101-336-960.000	1 year training & testing database 2019	2,250.00
<hr/>			
AutoZone		Invoice Amount:	\$17.94
WINDSHIELD WASHER SOLVENT 2/11/19 #4382		Check Date:	02/26/2019
	592-291-851.000	NEG 20 WINDSHIELD F SKU-690800	17.94
<hr/>			
AutoZone		Invoice Amount:	\$39.43
REPAIR PLOW LIGHTS 1/29/2019		Check Date:	02/26/2019
	592-291-851.000	BULB GREASE SKU-258987	1.45
	592-291-851.000	H13 9008 XTRAVISN SKU-723052	37.98
<hr/>			
AutoZone		Invoice Amount:	\$20.57
SUPPLIES TO CLEAN/REPAIR WIRING HARNESSE		Check Date:	02/26/2019
	592-291-851.000	QD ELECTRONIC CLEA SKU-128435	9.79
	592-291-851.000	CRC DI-ELECTRIC GR SKU-348174	8.79
	592-291-851.000	TARTAN SKU-502120	1.99
<hr/>			
M H R BILLING SERVICES		Invoice Amount:	\$540.00
transport billing fees		Check Date:	02/26/2019
	101-336-959.000	Transport billing fees	540.00

**Charter Township of Plymouth
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INVOICE INFORMATION

Marin Consulting Associates			Invoice Amount:	\$250.00
Performance and Accountability Training	Order #		Check Date:	02/26/2019
	101-325-960.000	Comm. Supervisor Fell - 2/25/19-2/26/19		250.00
MCNAUGHTON - MCKAY ELECTRIC			Invoice Amount:	\$3,203.21
RE: Scada			Check Date:	02/26/2019
	592-172-973.010	9800 ECHMCOM		2,650.05
	592-172-973.010	9800ECINFAUT		553.16
MICHIGAN AIR SOLUTIONS, LLC			Invoice Amount:	\$282.20
Sa t#1 Air Comp Maintenance			Check Date:	02/26/2019
	101-336-851.000	Sta#1 Air Comp Maint		282.20
MICHIGAN, STATE OF			Invoice Amount:	\$30.00
SOR Registration - January, 2019 Inv. 551-53211			Check Date:	02/26/2019
	101-305-818.000	SOR Registration-Period Ending 1/31/19		30.00
MICHIGAN LINEN SERVICE			Invoice Amount:	\$84.35
Uniforms 2/1/2019 #399699			Check Date:	02/26/2019
	592-172-758.000	2/1/2019		84.35
MICHIGAN LINEN SERVICE			Invoice Amount:	\$224.39
Uniforms 2/8/19 #400128			Check Date:	02/26/2019
	592-172-758.000	02/08/2019		224.39
NORTHVILLE, CHARTER TOWNSHIP OF			Invoice Amount:	\$325.00
January 2019 Five Mile Road Corridor Project			Check Date:	02/26/2019
	101-371-818.500	Jan 2019 5 Mile Corridor Project		325.00
O K FIRE EQUIPMENT CO			Invoice Amount:	\$62.50
Recharge Fire Extinguisher in Patrol Car Inv #685			Check Date:	02/26/2019
	101-305-851.000	Service Call		35.00
	101-305-851.000	10 lb Recharge		25.00
	101-305-851.000	O-Ring		2.50
OFFICE DEPOT			Invoice Amount:	\$136.86
Office Supplies January 2019			Check Date:	02/26/2019
	592-172-727.000	Batteries AAA		18.46
	592-172-727.000	Envelopes		5.00
	592-172-727.000	Germicidal Wipes		17.49
	592-172-727.000	Wite out		13.02
	592-172-727.000	File Sorter		17.71
	592-172-727.000	Casio Label Tape		32.59
	592-172-727.000	Avery Shelf laminating sheets		17.01
	592-172-727.000	Post it notes		15.58
OFFICE DEPOT			Invoice Amount:	\$29.36
Office Supplies January 2019			Check Date:	02/26/2019
	592-172-727.000	2019 Calenders		29.36
OFFICE DEPOT			Invoice Amount:	\$70.05
office supplies			Check Date:	02/26/2019
	101-336-727.000	office supplies		70.05
OFFICE DEPOT			Invoice Amount:	\$56.89
pencils, pens, paper binder			Check Date:	02/26/2019
	101-336-727.000	pencils, pens, paper, binder		56.89

Charter Township of Plymouth
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INVOICE INFORMATION

OFFICE DEPOT		Invoice Amount:	\$32.45
pencils, pens, paper binder		Check Date:	02/26/2019
101-336-727.000	pencils, pens, paper, binder		32.45
ORCHARD, HILTZ, & MCCLIMENT, INC.		Invoice Amount:	\$1,468.25
General Drive SAD Preliminary		Check Date:	02/26/2019
805-805-970.350	General Drive SAD Preliminary		1,468.25
ORCHARD, HILTZ, & MCCLIMENT, INC.		Invoice Amount:	\$273.00
Plymouth Commons SAD		Check Date:	02/26/2019
805-805-970.300	Plymouth Commons SAD		273.00
PUBLIC AGENCY TRAINING COUNCIL		Invoice Amount:	\$495.00
Detective & New Criminal Investigator Training C		Check Date:	02/26/2019
101-305-960.000	Detective Hinkle - April 8-12, 2019		495.00
AIRGAS USA, LLC		Invoice Amount:	\$344.36
oxygen Tank rental		Check Date:	02/26/2019
101-336-836.000	Oxygen tanks Rental		344.36
REVIZE, LLC		Invoice Amount:	\$3,800.00
Annual Website Hosting/Content Mgt Solution Tec		Check Date:	02/26/2019
101-290-941.000	Annual Website Hosting and Tech Support		3,800.00
SEHI COMPUTER PRODUCTS		Invoice Amount:	\$76.89
Ink cartridges for sta#3 rear printer		Check Date:	02/26/2019
101-336-727.000	C2P05AN#140 BLK CARTRIDGE		33.91
101-336-727.000	C2P07AN#140 TRI COLOR		36.98
101-336-727.000	FREIGHT		6.00
SEHI COMPUTER PRODUCTS		Invoice Amount:	\$215.00
LASER JET PRO M402DNE PRINTER		Check Date:	02/26/2019
101-371-851.000	Q00Q06729 DPLEX MODEL		209.00
101-371-851.000	FREIGHT		6.00
SHI International Corp.		Invoice Amount:	\$1,056.00
VMware Support Renewal - Quote 16457832		Check Date:	02/26/2019
101-290-941.000	VMware Support Renewal 1/13/19-1/12/20		1,056.00
TireHub, LLC		Invoice Amount:	\$518.72
Police Dept. Tires Inv. 6182821 1/16/19		Check Date:	02/26/2019
101-305-863.000	2456018 GY Assur Tires/DB Vehicle		518.72
TOWN LOCKSMITH		Invoice Amount:	\$10.50
Keys made by Sgt. Krebs - Receipt #38498 1/18/		Check Date:	02/26/2019
101-305-727.000	STD Key J 6		10.50
VIGILANTE SECURITY		Invoice Amount:	\$105.00
PRN Monitoring 02/15/19-05/14/19 #605522		Check Date:	02/26/2019
592-172-818.000	15275 Northville Rd.		105.00
VILLET, GUY		Invoice Amount:	\$23.20
Reim for mileage to training		Check Date:	02/26/2019
101-336-960.000	Mileage reimbursement training 1/30/19		23.20

**Charter Township of Plymouth
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VISEL, SARAH

JAN - FEB 2019 Mileage Reimbursement

226-226-863.000

JAN - FEB 2019 Mileage Reimbursement

Invoice Amount:

\$59.97

Check Date:

02/26/2019

59.97

WCA ASSESSING

WCA Assessing -January 2019 Billing -Legal Seric

101-209-826.000

January 2019 Legal Services

Invoice Amount:

\$596.41

Check Date:

02/26/2019

596.41

WCA ASSESSING

Appraisal Services Rendered - February 2019

101-209-818.000

Appraisal Services Rendered (Contrasct)

Invoice Amount:

\$27,414.25

Check Date:

02/26/2019

101-209-818.000

Co-Star Services

23,507.58

101-209-818.000

Appraisal Personnel

156.67

3,750.00

Thomas Reuters -WEST PAYMENT CENTER

Clear Investigations Advanced Inv. 839693745 2/

101-305-960.000

January 1-31, 2019

Invoice Amount:

\$294.78

Check Date:

02/26/2019

294.78

XYBIX SYSTEMS, INC.

New Communications Center Furniture/Equipment

101-325-978.000

50% Deposit, 40% Install 10% Punch

Invoice Amount:

\$24,881.24

Check Date:

02/26/2019

24,881.24

Total Amount to be Disbursed:

\$222,135.58

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

**ITEM E.
PUBLIC COMMENTS AND QUESTIONS
(Limited to 3 Minutes)**

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

NEW BUSINESS

**ITEM F.1
VERONA PARK CLUSTER HOUSING
Resolution #2019-02-26-17**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD CONSIDERATION

MEETING DATE: February 26, 2019

ITEM: Verona Park, Cluster Housing Development, Final Approval Request,
Resolution #2019-02-26-17

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

OTHER INDIVIDUALS IN ATTENDANCE: Mr. Jack Carnahan (Centennial Home Group, LLC), Applicant

BACKGROUND:

Application 2296-0618 pertains to parcel ID: R-78-037-99-0001-000, a ±five-acre, wooded site located at 12731 Beck Road (northwest of Beck Road and Edinburgh Drive) and is zoned the R-1-S, Single Family Residential district.

The applicant requests final Cluster Housing Agreement and Development Plan approval to construct a residential neighborhood with 14 single-family, detached homes that are designed for empty nesters with first floor masters and common landscaped grounds. Utilization of the CHO permits the preservation of approximately one acre of green space, including the existing woodlands along Edinburgh Drive and woodlands along the western and northern property lines.

In May of 2018, the Board of Trustees reviewed and granted a Cluster Housing Option for a single family residential neighborhood with 14 units. Since this time, the Planning Commission held several public meetings on the development of this site. At their January 16, 2019 meeting, the Planning Commission recommended final site development plan approval to the Board of Trustees, contingent that all outstanding items, as listed in the Planner's report, be addressed.

Township Attorney Kevin Bennett also reviewed the associated legal documents, including the enclosed Cluster Housing Agreement, Master Deed, and Condominium Bylaws, and offered recommendations for revisions. The legal documents have gone through several iterations and have been addressed to the satisfaction of the Township Attorney.

PROPOSED RESOLUTION:

I move to approve Resolution #2019-02-26-17 authorizing the Cluster Housing Agreement and associated legal documents for Verona Park, parcel ID: R-78-037-99-0001-000, as recommended by the Planning Commission.

Enclosed: Site Documents and Legal Documents – condensed sheets (please contact the Clerk's Department to review any supplementary materials, if needed).

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

**RESOLUTION TO AUTHORIZE FINAL BOARD APPROVAL OF CLUSTER
HOUSING AGREEMENT FOR VERONA PARK**

RESOLUTION #2019-02-26-17

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 February 26, 2019, at 7:00 p.m.

WHEREAS, The Board of Trustees of the Charter Township of Plymouth was presented with a request to provide final approval of the Cluster Housing Agreement and Development Plan for Verona Park, Parcel id #R-78-037-99-0001-000, and

WHEREAS, the Charter Township of Plymouth Planning Commission has granted final site development plan approval and has recommended final approval from the Board of Trustees, contingent upon satisfactory completion of all outstanding items as listed in the Planner's report, and,

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Plymouth Board of Trustees does hereby approve Resolution #2019-02-26-17, authorizing the Verona Park Cluster Housing Agreement with associated legal documents to include the 33 page By-Laws as presented in Exhibit A; the 8 page Verona Park of Plymouth Cluster Housing Agreement and the 15 page Master Deed.

Motion By:

Seconded By:

Roll Call Vote:

____Vorva,____Clinton, ____Curmi, ____Dempsey, ____Doroshewitz, ____Heise, ____Heitman

Motion _____

Jerry W Vorva, Clerk

February 26, 2019

EXHIBIT A

BYLAWS

VERONA PARK OF PLYMOUTH

ARTICLE I

ASSOCIATION OF CO-OWNERS

Verona Park of Plymouth, a residential Condominium Project located in Plymouth Township, Wayne County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Association Bylaws provided for under the Michigan Non-profit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

Section 1. Assessments Against Units and Co-owners. All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Owners thereof in accordance with the following provisions.

Section 2. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising with, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or

connected with the Common Elements or the administration of the Condominium Project shall constitute receipt affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 3. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular annual payments as set forth in Section 4 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding \$1,000.00 annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) **Special Assessments.** Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$1,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above,

which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners in number and in value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 4. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owners in one installment, which is due and payable on January 1 of each year (or any other date which the board may determine at its discretion). In the initial year, the payment shall be prorated commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge of 1% per month shall be assessed automatically by the Association upon any assessments in default for five or more days until installment together with the applicable late charges is paid in full. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 6. Enforcement.

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon 7 days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to

deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of subject Unit.

(c) Notices of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i), the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments,

including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

Section 7. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 8. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the monthly Association assessment, except with respect to completed and occupied Units that it owns. A completed Unit is one with respect to which a dwelling has been constructed on the Unit a certificate of occupancy has been issued. An occupied Unit is one which is occupied as a residence. Developer shall independently pay all direct costs of maintaining completed Units for which it is not required to pay regular maintenance assessments and shall not be responsible for any payments whatsoever to the Association in connection with such Units. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs.

Section 9. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 10. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 11. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 12. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein.

Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied, provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III

ARBITRATION

Section 1. **Scope and Election.** Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. **Judicial Relief.** In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. **Election of Remedies.** Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

Section 1. **Extent of Coverage.** The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry liability insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the Common Elements and administration of the Condominium Project. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the buildings and all other

improvements constructed or to be constructed within the perimeter of his Condominium Unit and for his personal Property located therein or thereon or elsewhere on the Condominium Project. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit or the improvements located thereon, and also for any other personal insurance coverage that the Co-owner wishes to carry. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage required to be carried by a Co-owner.

Section 2. **Indemnification.** Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 2 shall not be construed to go give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

Section 3. **Premium Expenses.** All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. **Association Responsibility for Repair.** Immediately after a casualty causing damage to General Common Element, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 2. **Timely Reconstruction and Repair.** If damage to the General Common Elements adversely affects the appearance or utility of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 3. **Co-owner's Responsibility.** Each Co-owner shall be responsible for all maintenance, repair and replacement required within his Unit.

Section 4. **Eminent Domain.** The following provisions shall control upon any taking by eminent domain:

(a) **Taking of Unit or Improvements Thereon.** In the event of any taking of an entire Unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project.

(b) **Taking of General Common Elements.** If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Continuation of Condominium after Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

(d) **Notification of Mortgagees.** In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

(e) **Applicability of the Act.** To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 5. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with single-family residential use. No building of any kind shall be erected except private residences and structures ancillary thereto. Only one residence may be erected within any Unit.

Section 2. Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion without approval by the Association.

(b) **Leasing Procedures.** The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee of the Unit and at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants or non co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or non co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions.

Section 3. Architectural Control.

(a) No building, structure or other improvement shall be constructed or landscaping installed within a Condominium Unit or elsewhere within the condominium Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse to approve any such construction plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement, modification or landscaping, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. Developer may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment of increased maintenance charges from any Co-owner whose proposed building, appurtenances and related improvements will cause the Association abnormal expenses in carrying out its responsibilities under the Master Deed. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Developer's rights under this Article VI, Section 3 may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements or effect any landscaping upon the

Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

(b) **Standard for Developer's Approvals; Exculpation from Liability.** In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by the Developer under this Section, the Developer intends to ensure that the dwellings and other features embodied or reflected therein meet the requirements set forth in this Section; however, the Developer reserves the right to waive or modify such restrictions or requirements pursuant to paragraph (c) of this Section. In addition to ensuring that all dwellings comply with the requirements and restrictions of this Section 3, the Developer (or the Association, to the extent approval powers are assigned to it by the Developer) shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as the Developer (or the Association) in its sole discretion may determine appropriate or pertinent. The Developer currently intends to take into account the preservation of trees and of the natural setting of the Condominium in passing upon plans, designs, drawings, specifications and other submissions. Except as otherwise expressly provided herein, the Developer or the Association, as the case may be, shall be deemed to have the broadest discretion in determining what dwellings, fences, walls, hedges, or other structures will enhance the aesthetic beauty and desirability of the Condominium, or otherwise further or be consistent with the purposes for any restrictions. In no event shall either the Developer (or the agents, officers, employees or consultants thereof), or the Association have any liability whatsoever to anyone for any act or omission contemplated herein, including without limitation the approval or disapproval of plans, drawings, specifications, elevations of the dwellings, fences, walls, hedges or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither the Developer nor member of the Association shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Section 3 or any other provision contained in the Condominium Documents, or for disapproving plans, specifications, structures or the like which arguably are in conformity with the provisions hereof. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Developer or any other person for any decision of the Developer (or alleged failure of the Developer to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter as to which the Developer reserves the right to approve or waive under this Master Deed. The approval of the Developer (or the Association, as the case may be) of a building, structure, improvement or other matter shall not be construed as a representative or warranty that the structure or matter is properly designed or that it is conformity with the ordinances or other requirements of Plymouth Township or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the Owner or any other person of the same (even if known), is hereby disclaimed.

(c) **Developer's Right to Waive or Amend Restrictions.** Notwithstanding anything herein to the contrary, the Developer reserves the right to approve any structure or activities otherwise prescribed or prohibited hereunder, or to waive any restriction or requirement provided for

in this Section 3, if in the Developer's sole discretion such is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Condominium and the Units therein, or to relieve the Owner of a Unit or a contractor from any undue hardship or expense. In no event, however, shall the Developer be deemed to have waived or be estopped from asserting its right to require strict and full compliance with all the restrictions set forth herein, unless the Developer indicates its intent and agreement to do so in writing and, in the case of an approval of nonconforming structures, the requirements of paragraph (a) of this Section are met.

Section 4. Pets. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. No dog kennels shall be allowed.

Section 5. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No exterior radio, television aerial, antenna, satellite dish or other reception or transmission device shall be constructed, altered or maintained on any Unit without the prior written consent of Developer, which the Developer may withhold in its sole discretion. Satellite dishes shall be 22 inches in diameter or less and attached to the sides or rear of the dwelling.

Section 6. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless in garages. Passenger vehicles shall be parked in garages to the maximum extent possible. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business.

Section 7. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Development and Sales Period, from the Developer.

Section 8. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the

Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than 50% of the Co-owners in number and value, except that the Co-owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association.

Section 9. Common Element Maintenance. Sidewalks, if any, yards, landscaped areas, driveways and roads shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

Section 10. Co-owner Maintenance. Each Co-owner shall maintain his Unit and Limited Common Elements for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision (in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 11. Reserved Rights of Developer.

(a) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer, and may continue to do so during the entire Development and Sales Period. Developer shall restore the areas so utilized to habitable status upon termination of use.

(b) **Enforcement of Bylaws.** The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

(c) **Prior approval by Developer.** During the Development and Sales Period, no buildings, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height materials, color scheme, location and approximate cost of such structure or improvements and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

ARTICLE VII

MORTGAGES

Section 1. **Notice to Association.** Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

Section 2. **Insurance.** The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. **Notification of Meetings.** Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to vote for each Unit which it owns.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of 35% of the Co-owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and

written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% in number of the Units in the Project (determined with reference to the recorded Consolidating Master Deed) have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the second Tuesday of April each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings

such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

Section 6. Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meeting of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the

action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum be present either in person or by proxy; and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 2 non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% in number and in value of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall initially

be comprised of 3 members and shall continue to be so comprised until enlarged to 5 members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a Board of 5 Directors all of whom must be members of the Association, except for the first Board of Directors, or its successors as selected by the Developer. Directors' compensation, if any, shall be set by the affirmative vote of 60% of all Co-owners. Directors of the Association who serve prior to the Transitional Control Date shall receive no compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors or its successors as selected by the Developer, shall be composed of 3 persons and such first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owners to be Board, the Board shall be increased in size from 3 persons to 5 persons. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% in number of the Units that may be created, 1 of the 5 Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% in number of the Units that may be created, 2 of the 5 Directors shall be elected by non-developer Co-owners. When the required percentage levels of conveyance have been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director or Directors, as the case may be. Upon certification by the Co-owners to the Developer of the Director or Directors so elected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

(c) Election of Directors at and After First Annual Meeting.

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% in number of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 Director as long as the Units that remain to be created and sold equal at least 10% of all Units that may be created in the Project. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of

members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate 1 member as provided in subsection (i).

(iv) At the First Annual Meeting 3 Directors shall be elected for a term of 2 years and 2 Directors shall be elected for a term of 1 year. At such meeting all nominees shall stand for election as 1 slate and the 3 persons receiving the highest number of votes shall be elected for a term of 2 years and the 2 persons receiving the next highest number of votes shall be elected for a term of 1 year. At each annual meeting held thereafter, either 2 or 3 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 2 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners.

Section 4. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(b) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association in number and in value.

(h) To make rules and regulations in accordance with Article VI, Section 8 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(j) To enforce the provisions of the Condominium Documents.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to

fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owner shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least 10 days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Adjournment. At all meetings of the Board of Directors, a majority of the

Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a) **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

(b) **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

(d) **Treasurer.** The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 2. **Election.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. **Removal.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. **Duties.** The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XIV

FINANCE

Section 1. **Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the

Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 2. **Fiscal Year.** The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. **Bank.** Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

Section 1. **Proposal.** Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more in number of the Co-owners by instrument in writing signed by them.

Section 2. **Meeting.** Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws.

Section 3. **Voting.** These Bylaws may be amended by the Co-owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of mortgagees shall be required with each mortgagee to have one vote for each mortgage held.

Section 4. **By Developer.** Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

Section 5. **When Effective.** Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the County Register of Deeds.

Section 6. **Binding.** A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII

COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVIII

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XIX

REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XX of these Bylaws.

Section 5. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to

enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice.** Notice of violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer the evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 days from the date of the notice.

(c) **Default.** Failure to respond to the notice of violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. **Amounts.** Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

- (a) **First Violation.** No fine shall be levied.
- (b) **Second Violation.** Twenty Five Dollar (\$25.00) fine.
- (c) **Third Violation.** Fifty Dollar (\$50.00) fine.
- (d) **Fourth Violation and Subsequent Violations.** One Hundred Dollar (\$100.00) fine.

Section 4. **Collection.** The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Document including, without limitations, those described in Article II and Article XIX of the Bylaws.

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility

easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII

SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE XXIII

LITIGATION

Section 1. **General.** The requirements of this Article XXIII shall govern the Association's commencement and conduct of any civil action except for actions to enforce the Bylaws of the Association or collect delinquent assessments. The requirements of this Article XXIII will ensure that the members of the Association are fully informed regarding the prospects to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the Association shall have standing to sue to enforce the requirements of this Article XXIII. The following procedures and requirements apply to the Association's commencement of any civil action other than in action to enforce the Bylaws of the Association or collect delinquent assessments:

(a) The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed, and supervising and directing any civil actions that are filed.

(b) Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board shall call a special meeting of the members of the Association ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the litigation evaluation meeting shall be sent to all members not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8 1/2" x 11" paper:

(1) A certified resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file a civil action and further certifying that:

(i) It is in the best interest of the Association to file a lawsuit;

(ii) That at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association without success;

(iii) Litigation is the only prudent, feasible and reasonable alternative;
and

(iv) The Board's proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(c) A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the Association in the proposed civil action, including the following information:

(1) The number of years the litigation attorney has practiced law; and

(2) The name and address of every condominium and/or homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(3) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(4) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(5) The litigation attorney's proposed written fee agreement.

(6) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by subparagraph (f) of this Article XXIII.

(c) If the lawsuit relates to the condition of any of the Common Elements, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated

costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the Association have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to the replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all members with the written notice of the litigation evaluation meeting.

(d) The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee agreement unless the existence of the agreement is disclosed to the members in the text of the Association's written notice to the members of the litigation evaluation meeting.

(e) At the litigation evaluation meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce the Association Bylaws or collect delinquent assessments) shall require the approval of two-thirds majority in number and in value. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

(f) All legal fees incurred in pursuit of any civil action that is subject to this Article XXIII shall be paid by special assessment of the members of the Association ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all members of the Association in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the members in accordance with their respective percentage of the value interests in the Condominium and shall be collected from the members on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

(g) During the course of any civil action authorized by the members pursuant to this Article XXIII, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:

(1) The attorney's fee, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) days period immediately preceding the date of the

attorney's written report ("reporting period").

(2) Actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(3) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including but not limited to, settlement discussions.

(4) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(5) Whether the originally estimated total cost of the civil action remains accurate.

(h) The Board shall meet monthly during the course of any civil action to discuss and review:

(1) The status of the litigation.

(2) The status of settlement efforts, if any.

(3) The attorney's written report.

(i) If at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revisions thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

(j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article XXIII ("litigation expenses") shall be fully disclosed to members in the Association's annual budget. The litigation expenses for each civil action subject to this Article XXIII shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

(k) This Article XXIII may be amended, altered or repealed by a vote of not less than 66-2/3% of all members of the Association.

VERONA PARK OF PLYMOUTH CLUSTER HOUSING AGREEMENT

THIS AGREEMENT (the "Agreement") entered into as of this ____ day of _____, 2019 by Centennial Home Group LLC, a Michigan Limited Liability Company (the "Owner and Developer"), whose address is 1465 Axtell Drive, Suite G, Troy, MI 48084, and Verona Park of Plymouth Association, a Michigan nonprofit corporation (the "Condominium Association"), whose address is 1465 Axtell Drive, Suite G, Troy, MI 48084, and the Charter Township of Plymouth, a Michigan municipal corporation, located at 9955 North Haggerty Road, Plymouth, Michigan 48170 (the "Township").

WITNESSETH:

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

WHEREAS, the Owner and Developer desires to develop a project of not more than FOURTEEN (14) dwelling units upon premises described in Section 1 below (the "Project"), said project to be developed as a residential building site condominium project to be known as Verona Park of Plymouth (sometimes hereinafter referred to as the "Condominium Association"), under the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Condominium Act"), and desires to obtain the benefit of the provisions of the cluster housing sections of Ordinance No. 99, which provisions require approval and execution of a contract providing assurances to the Township as to the installation of certain improvements and including, without limitation, the maintenance of public utilities, roadways and open spaces.

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

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

LOCATED IN AND BEING A PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, T.1S., R.8E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 29; THENCE S.88°48'41"W. (RECORDED AS S.88°43'28"W.), 542.32 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 29; THENCE N.02°11'09"E. (RECORDED AS N.02°00'00"E.), 401.57 FEET; THENCE N.88°48'41"E., 542.32 FEET (RECORDED AS N.88°43'28"E., 542.41 FEET) TO A POINT ON THE EAST LINE OF SAID SECTION 29; THENCE S.02°11'09"W. (RECORDED AS S.02°00'00"W.), 401.57 FEET ALONG SAID EAST SECTION LINE TO THE POINT OF BEGINNING. CONTAINING 217,402 S.F., 4.99 ACRES OF LAND. SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS OF RECORD, IF ANY.

2. Ownership of Land. The real Property, including any mineral rights thereon, described in Section 1 is owned in fee simple by the Owner and Developer. Owner and Developer warrant that this Agreement and the provisions hereof are covenants running with the land and binding on all future Owners and Developers and possessors of the Real Property. Owner and Developer warrants that this Agreement is not now and will not in the future be subordinated by Owner and Developer to the rights, obligations or interest of any person or entity.

3. Future Ownership of Land. The Real Property which is established as Verona Park of Plymouth by recording a Master Deed by the Owner and Developer will be owned by individual owners of condominium units as Co-owners pursuant to the Condominium Act and all responsibilities for the maintenance, upkeep, repair and replacement of all general common elements shall be discharged by the Association which has been or will be formed by the Owner and Developer for the purpose of operating and managing the Project. Each Owner will acquire all mineral rights in his or her Unit.

4. Open Land and Public Improvements. The general common elements of the Project shall include those items identified in the Master Deed of the Condominium Project such as roads, streets and ways, open space land and underground utility mains for storm and sanitary sewers, water supply, natural gas and other fuels, electricity and cable communications, including telephone and television (such specific general common elements being hereinafter referred to as "Public Improvements") Further, the Public Improvements shall include all details noted as Public Improvements on the final Site Plan, a copy of which is attached as Exhibit A to this Agreement and incorporated by reference, including the grading, landscaping and storm water drainage system. Nothing contained in this Agreement shall constitute or have the effect of making any Public Improvement on the general common elements "public property" or the property of the Township. Any of the Public Improvements may be accepted for either ownership or jurisdiction by the Township, in its sole discretion, by mutual agreement of Owner and Developer or the Association, by instruments separate from this Agreement. The Owner/Developer shall be responsible for completing, or posting security with the Building Department to insure completion of all required landscaping, roadways and other site improvements as shown on Exhibit A, prior to obtaining building permits for the residences to be constructed. The security shall be in the form of a bond, irrevocable letter of credit, or other security deemed sufficient by the Chief Building Official, and shall be in an amount sufficient to

insure completion of all required improvements, as determined by the Chief Building Official.

5. Creation of Verona Park of Plymouth Association. Owner and Developer shall establish a Condominium Association for the purpose of operating and maintaining the common elements. It is intended that the Co-owners of each of the condominium units in Verona Park of Plymouth shall become the owners of the general common elements on the Real Property.

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

(a) If the Township shall determine any maintenance, repair or replacement of Public Improvements is needed, the Township shall give written notice of its intent to construct, maintain, repair or replace such Public Improvements (hereinafter called the "Notice To Correct") for or on behalf of and at the expense of the Owner and Developer, the Condominium Association, and the Co-owners, whichever may be applicable. The written Notice To Correct shall contain the estimated cost thereof and the Township shall allow the Owner and Developer or Condominium Association SIXTY (60) days from the written Notice To Correct either to correct all items or to show cause why any items to be corrected as indicated within the written Notice To Correct do not need correction.

(b) Upon receipt by the Association of the Township's Notice To Correct with respect to such Public Improvements, the directors of the Condominium Association shall forthwith, and in any event within ninety (90) days, either correct the items to be corrected as indicated within the written Notice to Correct and assess the Co-owners in accordance with the Condominium Act and the Master Deed, in order to defray the actual costs or estimated costs of maintaining, repairing or replacing the Public Improvements as set forth in the Notice To Correct by the Township. It is the intent of this provision to impose upon the Condominium Association and each Co-owner of any Condominium Unit (including the Owner and Developer to the extent it owns any Units) established upon the real Property described in Section 1 hereof, an affirmative obligation

- (i) to maintain, repair and replace, if necessary, the Public Improvements; and
- (ii) to cause the cost of maintenance, upkeep, repair and replacement to be assessed to and imposed as a lien and a personal obligation upon each Co-owner of any Condominium Unit within the Project .

(c) If it deems it to be necessary in the interest of public health, safety or welfare of the Co-owners, residents of neighboring property, other residents of the Township, or the Township as a governmental unit including its employees, agents and contractors, the Township has the right, but not the duty, to immediately initiate and complete any maintenance, repair or replacement, and the entire cost thereof together with the Township standard charges therefore and including any reasonable and appropriate charges for related overhead, supervision and inspection, shall be assessed, collected and paid to the Township no later than one hundred eighty (180) days following submission by the Township of its bill; nonpayment of the amount billed after ninety (90) days shall bear interest on principal sum at the rate of TEN (10%) percent per annum, but such rate shall not exceed the generally accepted and utilized prime rate for

commercial loans by commercial banks operating in the Township.

(d) Nothing contained herein shall be construed to create an obligation on the part of the Owner and Developer to maintain, repair or replace the Public Improvements after control of the Public Improvements has passed to the Co-owners of the Condominium pursuant to the Master Deed and Bylaws of Verona Park of Plymouth Condominiums, except as the Owner and Developer may be required to share with other unit owners any such obligation as the owner of a unit in the Condominium.

7. **Costs.** All costs of maintenance, repair and replacement of any Public Improvements, the cost of recording this Agreement and Exhibits made part of this Agreement and any legal liability arising from this Agreement or actions taken pursuant to this Agreement, shall be the primary obligation of the Owner and Developer until control of the Project has passed to the Co-owners of the Condominium or the Condominium Association, provided, however, that the Owner and Developer shall be entitled to reimbursement from the Condominium Association or other condominium unit owners as the case may be, for any amounts paid hereunder to or on account of the Township for expenses and costs otherwise required to be shared by all unit owners: provided, further, that nothing herein contained shall relieve the Owner and Developer of the obligations to pay the initial installation costs of any Public Improvements which it is otherwise required to bear.

8. **License to Enter Land.** The Township is granted an irrevocable license to enter upon, through and across the Real Property described as the Project at any time for any purpose to effectuate the terms and conditions of the Agreement. The right to enter upon, through and across the Real Property shall extend to any authorized official, agent, employee or representative of the Township and to any independent contractor or subcontractor as the Township may designate.

9. **Restrictive Covenants, Master Deed and Condominium Bylaws.** Any and all restrictive covenants, deed restrictions, master deed, condominium bylaws, rules and regulations and any other instrument or act by the Owner and Developer, the Condominium Association, their successors or assigns, and all successors in title to the Real Property, shall be in accordance with this Agreement and shall contain such provisions as are necessary to fulfill the letter and intent of this Agreement and to effectuate the provisions hereof, and the Township may enforce this Agreement and all such other documentary provisions arising herefrom, whether at law or in equity, and including, without limitation, by specific performance. The parties acknowledge that, coincident with approval and execution hereof the Township has approved the proposed Master Deed and Bylaws of Verona Park of Plymouth Condominiums as being in conformity with this Cluster Housing Agreement. Owner and Developer agrees that it will cause said Master Deed and Bylaws to be duly recorded in substantially the same form as heretofore approved by the Township. No change in such documents which affects any rights of the Township shall be made without Township approval. The parties additionally agree that, in connection with any conveyance of a "building site" or "condominium unit" in Verona Park of Plymouth Condominiums, the seller thereof shall be required to provide copies of this Cluster Housing Agreement and Verona Park of Plymouth Condominiums Master Deed and Bylaws to the purchaser of such building site or condominium unit and to advise such purchaser that he is

purchasing a site condominium unit. The Township shall have the same rights to abate any violation of this requirement as set forth in Paragraphs 6 through 8 of this Agreement.

In particular, all houses erected in Verona Park of Plymouth shall adhere to the following standards (also contained in the Condominium Bylaws):

1. Minimum living area size:
 - a. 1,662 square feet for 1 story houses
 - b. 2,100 square feet for 1.5 story houses
2. All first floor exterior wall materials shall be brick, stone, or similar decorative masonry materials and said materials will extend to the ground surface.
3. All exterior chimneys will be brick, stone or similar decorative masonry material.
4. At least two different floor plans will be offered in the development.
5. Each floor plan will provide for at least 3 different elevation treatments.
6. The same elevation will not be built on two adjacent lots.

10. Completion of Project by the Owner and the Developer and Maintenance Obligations of the Association. The Owner and Developer shall complete the Project in accordance with the site plan approved by the Township and in accordance with this Agreement. The Owner and the Developer shall post such security as reasonably required by the Township to assure completion of the Project. The Association shall maintain the common elements of the Project and otherwise perform its maintenance obligations in accordance with the Master Deed and Bylaws for Verona Park of Plymouth and in accordance with this Agreement. The Association shall levy and collect all assessments necessary to perform its maintenance obligations from the co-owners of Verona Park of Plymouth in accordance with the Master Deed and Bylaws and Condominium Act.

11. Compliance with Township Zoning Ordinance. Notwithstanding any other provision of this Agreement, the Owner and the Developer, and the Association, shall comply with all requirements of the Plymouth Township Zoning Ordinance.

12. Rights of Township Subject to Township Sole Discretion. Nothing contained in this Agreement shall waive, prejudice, impair or affect the rights of the Township to enforce any current or future ordinance, regulation or law. Further, the Township may elect to enforce or to forego any rights granted to the Township by this Agreement in its sole discretion. To the degree that the immediately foregoing sentences and the clear understanding evidenced therein shall be held for naught or varied in any respect by a court of competent jurisdiction, then the signatures of the clerk and the supervisor shall be deemed to be set aside and held void, ab initio, all without liability, cost or damage to the supervisor, clerk and Township. Any action taken by the Township pursuant to the provisions of this Agreement shall be voluntary and shall not be enforceable by any of the other parties to this Agreement or by any third party claiming benefits hereunder, without due cause or a showing of negligence on the part of the Township.

13. Recording. This Agreement shall be executed in recordable form and recorded in the office of the Wayne County Register of Deeds by the Owner and the Developer immediately after execution hereof by the Township and upon recording, a true and genuine copy of this Agreement displaying the liber and pages of recording shall be supplied to the Township.

14. **Severability.** Invalidation of any one or more of these covenants by judgment or decree or order of any court shall in no way affect or invalidate any of the other provisions which shall continue to remain in full force and effect. The covenants herein contained shall be binding upon the parties hereto and their respective successors and assigns and shall run with the title to the Real Property, unless and until amended, altered or terminated pursuant to agreement between the Township and the Owner and Developer, so long as the Owner and Developer owns any portion of the Real Property described in Section 1 hereof, and thereafter by the Condominium Association.

15. **Association Bound.** Verona Park of Plymouth Condominium Association joins in the execution of this Agreement for the purpose of undertaking the covenants required of it and the Co-owners of the Condominium as successors to Owner and Developer and as expressly set forth herein.

16. **Site Plan.** Exhibit A, attached hereto and incorporated by reference, is subject to approval by the Township pursuant to Ordinance No. 99.

17. **Modifications.** Amendments. No modifications or amendments of this Agreement shall occur without the written consent of the Township.

18. **Counterparts.** This agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all counterparts, when taken together, will constitute one and the same agreement. The parties agree that signatures on this agreement may be delivered by facsimile or electronically in lieu of an original signature and agree to treat facsimile or electronic signatures as original signatures that bind them to this agreement.

[The remainder of this page is intentionally blank, signature pages to follow.]

IN WITNESS WHEREOF, the parties have executed this instrument as of the dates indicated hereinbelow.

WITNESSES:

Centennial Home Group LLC, A
Michigan Limited Liability
Company

By: _____
Stefano Mularoni,
Authorized Representative

"Owner and Developer"

Verona Park of Plymouth
Association, a Michigan nonprofit
corporation

By: _____
Stefano Mularoni,
Authorized Representative
"Condominium Association"

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Stefano Mularoni, authorized representative of Centennial Home Group LLC and Verona Park of Plymouth Condominium Association, on behalf of each.

Notary Public

County, Michigan
My Commission Expires: _____

WITNESSES:

Charter Township of Plymouth, a
Michigan municipal corporation

By: _____
Its: Supervisor

By: _____
Its: Clerk

"Township"

STATE OF MICHIGAN)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, Supervisor for the Charter Township of Plymouth and _____, Clerk for the Charter Township of Plymouth, on behalf on behalf of said township.

Notary Public

County, Michigan
My Commission Expires: _____

**MASTER DEED
VERONA PARK OF PLYMOUTH**

This Master Deed is made and executed on this _____ day of _____, 2019, by Centennial Home Group, L.L.C., a Michigan limited liability company ("Developer"), whose address is 1465 Axtell Drive, Suite G, Troy, Michigan 48084, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

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

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

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Verona Park of Plymouth, Wayne County Condominium Subdivision Plan No. _____. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element or the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

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

LEGAL DESCRIPTION:

LOCATED IN AND BEING A PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, T.1S., R.8E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 29; THENCE S.88°48'41"W. (RECORDED AS S.88°43'28"W.), 542.32 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 29; THENCE N.02°11'09"E. (RECORDED AS N.02°00'00"E.), 401.57 FEET; THENCE N.88°48'41"E., 542.32 FEET (RECORDED AS N.88°43'28"E., 542.41 FEET) TO A POINT ON THE EAST LINE OF SAID SECTION 29; THENCE S.02°11'09"W. (RECORDED AS S.02°00'00"W.), 401.57 FEET ALONG SAID EAST SECTION LINE TO THE POINT OF BEGINNING. CONTAINING 217,402 S.F., 4.99 ACRES OF LAND. SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS OF RECORD, IF ANY.

Excepting therefrom any portion deeded, taken or used for public road purposes and subject to all easements and restrictions of record and all governmental limitations.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Verona Park of Plymouth Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Verona Park of Plymouth as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. **Act.** The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. **Association.** "Association" means Verona Park of Plymouth Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3. **Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. **Common Elements.** "Common Elements", where used without modification, means both the General and Limited Common Elements, if any, described in Article IV hereof.

Section 5. **Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. **Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Verona Park of Plymouth as described above.

Section 7. **Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" means Verona Park of Plymouth, a Condominium Project established in conformity with the provisions of the Act.

Section 8. **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. **Co-owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project and shall include a Land Contract Vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 10. **Detention Basin.** "Detention Basin" means the storm water Detention Basin which provides storm water detention for the Project as depicted on Exhibit B hereto.

Section 11. **Development and Sales Period.** "Development and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

Section 12. **Developer.** "Developer" means Centennial Home Group, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 13. **First Annual Meeting.** "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold or (b) mandatorily after the elapse of 54 months from the date of the first Unit conveyance or (c) mandatorily after 75% of all Units which may be created are sold, whichever first occurs.

Section 14. **Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceeds the votes which may be cast by the Developer.

Section 15. **Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean a single Unit in Verona Park of Plymouth as the same is described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The Developer does not intend to and is not obligated to install any structures whatsoever within the Units.

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

ARTICLE IV

COMMON ELEMENTS

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

Section 1. **General Common Elements.** The General Common Elements are:

(a) **Land.** The land described in Article II hereof, excluding the portion of the land described in Article V, Section 1 below and in the Condominium Subdivision Plan as constituting the Condominium Units.

(b) **Electrical.** The electrical transmission mains throughout the Project, up to the point of lateral connection for Unit service, together with common lighting for the Project, if any is installed.

(c) **Telephone.** The telephone system throughout the Project up to the point of lateral connection for Unit service.

(d) **Gas.** The gas mains throughout the Project up to the point of lateral connection for Unit service.

(e) **Sanitary Sewer.** The sanitary sewer mains throughout the Project up to the point of lateral connection for Unit service.

(f) **Water.** The water mains throughout the Project up to the point of lateral connection for Unit service.

(g) **Storm Sewers.** Any storm sewer system which may ultimately be installed in the Condominium and the easements within which the same are located.

(h) **Telecommunications.** The telecommunications system, if and when it may be installed, up to the point of lateral connection for Unit service.

(i) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Section 2. **Limited Common Elements.** Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Patios.** Each individual patio (including any permitted improvement within any patio area) in the Project is restricted in use to the Co-owner of the Unit appurtenant to such patio as shown on Exhibit B hereto.

(b) **Driveways.** Each driveway, if any, shall be appurtenant as a Limited Common Element to the Unit to which such driveway is appurtenant as shown on Exhibit B hereto.

(c) **Air-Conditioner Compressors.** Each air-conditioner compressor, if any, located outside any building shall be limited in use to the Co-owner of the Unit which such compressor services.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Co-owner Responsibilities.

(i) **Units.** The responsibility for and the costs of maintenance, decoration, repair and replacement of each Unit (including the dwelling and all improvements located within the Unit and any patio area and air-conditioner compressor assigned thereto as a Limited Common Element) and the shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of such Units to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Association based on reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations.

(ii) **Utility Services.** All costs of water, sewer, electricity, natural gas, cable television, telephone and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished. All utility laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority and the Association shall have no responsibility therefor.

(b) Association Responsibilities. The Costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. The Association shall also maintain any lawn area and snow shoveling of any walks or porches contained within any Unit.

Section 3. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, if and when constructed, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that water, sewer, telephone, electric and natural gas mains (but not cable television

transmission lines) are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units.

Section 4. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Verona Park of Plymouth and attached hereto as Exhibit B. Each Unit shall consist of the land located within Unit boundaries as shown on Exhibit B hereto and delineated with heavy outlines together with all appurtenances thereto. Detailed architectural plans and specifications for dwellings constructed with each Unit will be filed with Plymouth Township.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is equal. The percentages of value were computed on the basis of comparative characteristics of the Units and concluding that there are not material differences among them insofar as the allocation of the Percentages of Value is concerned. The total value of the Project is precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

ARTICLE VI

CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 14 Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the Project all or some portion of the land described in Article II hereof (the "Contractible Area"). Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be

contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than 2. There is no obligation on the part of the Developer to withdraw from the Condominium Project any of the Contractible Area, or any portion thereof, nor is there any obligation to withdraw the Contractible Area in any particular order.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in Article II (as it may be amended) as such Contractible Area, or any portion or portions thereof, is (or are) described above. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal, but within a period ending no later than 6 years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

Section 3. Amendment of Master Deed. Such contraction in size of this Condominium Project or subsequent expansion shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustment in percentage of value shall be within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 4. Expansion After Contraction. Any land withdrawn from the Condominium Project under this Article VI may be included as an area of future development and may be added back into the Condominium Project pursuant to Section 32 of the Michigan Condominium Act.

Section 6. Consent of Interested Parties. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by Developer to effectuate the foregoing and to any proportions reallocation of percentages of value of Units which Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VII

CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas for Modification of Units and Common Elements. All Units, General Common Elements and all Limited Common Elements in the Project are Convertible Areas within which the individual Units, General Common Elements and Limited Common Elements may be enlarged or reduced in size and modified as provided herein.

Section 2. Developer's Right to Modify Units. Developer reserves the right, in its sole discretion, during a period ending no later than 6 years from the date of recording this Master Deed, to modify the size, design, location and other attributes of individual Units, General Common Elements and Limited Common Elements within Convertible Areas. No additional Units will be added to this Project under this Article VII.

Section 3. Compatibility of Improvements. All improvements, if any, constructed within the Convertible Areas described above shall be reasonably compatible with the structures on the other portion of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

Section 4. Amendment of Master Deed. Modifications within this Condominium Project shall be given effect by an appropriate amendment to the Master Deed in the manner provided by law, which amendment shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Project.

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VIII

EASEMENTS

Section 1. **Easement for Maintenance of Encroachments and Utilities.** In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists. There shall be easements to, through and over those portions of the land and improvements for the continuing maintenance, repair, replacement, enlargement of or tapping into all utilities in the Condominium.

Section 2. **Rights Retained by Developer.**

(a) **Utility Easements.** Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, storm sewers and sanitary sewer mains, if any. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

(b) **Sign Easements.** Developer reserves for the benefit of itself, its successors and assigns, an easement to construct and maintain anywhere within the Project a sign advertising Condominium Units in this Project and/or the Developer's new location. Developer also reserves an easement over the Project for the purpose of maintaining a sign advertising the future development of the Project.

(c) **Model Easements.** The Developer reserves right to at all times use the model Units in the Condominium Project to market other projects developed by the Developer, its successors and assigns.

(d) **Road Dedication.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Development and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B thereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing grant of easement or transfer of title

(e) **Utility Dedication.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Development and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Edinburgh Estates. All such right-of-way areas shall be contractible areas which may be withdrawn from the project at the discretion of the Developer. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B thereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication..

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted or burdened thereby.

Section 4. Association and Developer Easements for Maintenance, Repair and Replacement. The Developer, the Association, all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the residence and all other appurtenance and improvements constructed or otherwise located within his Unit, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his Unit in a proper manner and in accordance with the standards set forth in Article VI of the Bylaws. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any Rules and Regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein, the Association (and/or the Developer during the Development and Sale Period) shall have the right, and all necessary easements in furtherance thereto, (but not the obligation) to take whatever reasonable action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, all at the expense of the Co-owner of the Unit, Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any

responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his annual assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. Telecommunications Agreements. The Developer during the Construction and Sales Period (and thereafter the Association), shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein.

ARTICLE IX

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

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

Section 1. By Developer. Developer reserves the sole right during the Development and Sale Period and without the consent of any other Co-owner or any mortgagee of any Unit to:

(a) **Subdivide Units; Consolidation of Units; Relocation of Boundaries.** Subdivide or re-subdivide any Unit which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between adjoining Units. Such subdivision or re-subdivision of Units, consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) **Amendments to Effectuate Modification.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision shall be separately identified by number and the percentage of value for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the new Condominium Units resulting in order to preserve a total value

of 100% for the entire Project resulting from such amendment or amendments to this Master Deed; provided, however, the percentage of value for all Units in the Project shall remain equal. Such amendment or amendments to the Master Deed shall also contain such further definitions of General Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so subdivided. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purposes of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

ARTICLE X

AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of 66-2/3% of the Co-owners except as hereinafter set forth:

Section 1. **Co-owner Consent.** No Unit dimension may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of Limited Common Elements, if any, or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

Section 2. **By Developer.** Prior to 1 year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 3. **Change in Value of Vote, Maintenance Fee and Percentages of Value.** The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent,

except as provided in Article V, Section 6(c) of the Bylaws and except as provided herein.

Section 4. Mortgage Approval. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-owners, to amend this Master Deed and the Condominium Documents without approval of any mortgagee unless the Amendment would materially alter or change the rights of a mortgagee, in which event 66-2/3% of the mortgagees shall approve such Amendment, giving one vote for each mortgage held.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners.

Section 6. Developer Approval. During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

ARTICLE XI

ASSIGNMENT

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

CENTENNIAL HOME GROUP, L.L.C.,
a Michigan limited liability company

By: _____,
Manager

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, Manager of Centennial Home Group, L.L.C., a Michigan limited liability company, on behalf of it.

Notary Public
Acting in Wayne County, Michigan
My Commission Expires: _____

**DRAFTED BY AND WHEN
RECORDED RETURN TO:**
Mark J. Abdo, Attorney at Law
12900 Hall Road, Suite 403
Sterling Heights, Michigan 48313

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

NEW BUSINESS

**ITEM F.2
JOHN DEERE MULTI-PURPOSE
MOWER
Resolution #2019-02-26-18**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: February 26, 2019

ITEM: Purchase of John Deere multi-purpose 1575 TerrainCut Mower,
Resolution #2019-02-26-18

PRESENTER: Eric Anderson, Park Foremen

BACKGROUND:

Plymouth Township must purchase the John Deere 1575 to replace 3 current inoperable large cutting deck mowers. Currently we have three mowers, 15 and 20 years old which are and have been totally inoperable for years. The past and current costs to repair is high. Currently park personnel are utilizing two Toro zero turn mowers to maintain all the grass cutting at Township Park and Point Park.

Purchasing the state contracted John Deere 1575 will allow personnel to have an all season's piece of equipment that can be used for grass cutting as well as snow and debris removal year round. The John Deere 1575 Terrain cut will be equipped with an inter-changeable 72 inch side discharge cutting deck. It will also include a 60 inch heavy duty rotary broom that can handle up to 6 inches of snow, leaves, gravel and other debris. The John Deere 1575 will also have a climate controlled operator's cab allowing the employee to work in any weather conditions especially the frigid winter conditions. This climate controlled cab will allow them to clear the walking paths as the snow falls giving us the ability to stay up with heavy snowfall. It will allow the employee(s) the ability to work safer in these conditions as they are protected from the elements for extended periods of time. Time savings is also a factor when clearing walking paths as we currently utilize 2-21 inch single stage snow blowers to clear the walking paths that take several passes to clear a walking path along the 3 miles of walkways.

The selling price was obtained from the MIDeal state contract and Bader and Sons was selected as they were the only commercial John Deere vendor in the area. They offered to buy our three old mowers saving us over \$9000.00. D&G Lawn equipment in Highland is the only other commercial John Deere vendor, however, they were not willing to buy back any of our equipment as they considered it was too old.

ACTION REQUESTED: Approve

PROPOSED RESOLUTION: I move to approve Resolution #2019-02-26-18, authorizing the purchase of the multi-purpose John Deere 1575 Terrain Cut mower at a cost of \$29,517.27 which reflects authorization to sell the old mowers at a cost of \$9,000.00.

Moved by: _____ Supported by: _____

ROLL CALL:

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

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

**RESOLUTION TO AUTHORIZE PURCHASE OF
JOHN DEERE MULTI-PURPOSE 1575 TERRAIN CUT MOWER
FOR US AT PLYMOUTH TOWNSHIP PARK**

RESOLUTION #2019-02-26-18

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 February 26, 2019, at 7:00 p.m.

WHEREAS, The Board of Trustees of the Charter Township of Plymouth was presented with a request to authorize the purchase of a John Deere Multi-Purpose 1575 Terrain Cut Mower for dual use at the Township Park, for mowing and snow removal, and,

WHEREAS, the Park Foreman was able to negotiate a trade-in deal for the old mowers which allows for a \$9,400 reduction in the cost of this mower, and,

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Plymouth Board of Trustees does hereby approve Resolution #2019-02-26-18, authorizing the purchase of the John Deere Multi-Purpose 1575 Terrain Cut Mower, at a cost of \$29,517.27.

Motion By: _____ Seconded By: _____

Roll Call Vote:

____Clinton, ____Curmi, ____Dempsey, ____Doroshewitz, ____Heise, ____Heitman, ____Vorva

Motion _____

Jerry W Vorva, Clerk

February 26, 2019

Plymouth Township

2019 Budget Request New Capital Item

Department: Parks		Capital Item: John Deere 1575 TerrainCut multi-purpose mower 4x4	
Quantity: 1	Useful Life: 17 years		Cost: \$ 29,517.27 with trade in
Check One: Equipment <input checked="" type="checkbox"/> Project <input type="checkbox"/>			
<u>Description and Function of new capital item</u> This multi-purpose equipment will be used at Township Park, 46640 Ann Arbor Trail. It will play a dual role as both a lawn mower in the summer and for snow removal in the winter. It will have a 70 inch cutting deck, larger than what is currently being used; reducing the time it takes to cut areas. It will also easily switch from the mower deck to a heavy duty 60 inch rotary broom allowing us to clear the almost 3 miles of walking paths of leaves, and up to six inches of snow easily and much faster. In below freezing temperatures, employees cannot remain outside for several hours exposed to the elements while clearing the walking paths with our manually driven 21 inch single stage snow blowers. The climate controlled operator's cab allows the employee to continue to work in the extreme conditions in a comfortable work space.			
<u>Explain new or improved service that will result from new item</u> The purchase of this machine will allow grass cutting in a much more efficient manner. Snow removal from walking paths will be completed in a timelier manner as we will be able to clear the walking paths with one pass, in most cases even in extreme cold conditions. In some instances we have had to wait for the snow to stop falling before we could begin to clear walking paths as it was not practical to use the manual driven snow blowers as snow was falling faster than we could clear it. It will allow us to maintain an outline of the walking paths instead of guess where the paths are after individuals remove the guide stakes we place along the paths. We will see reduced repair costs as this equipment has a two year warranty and the older mowers will not be running for as many hours.			
<u>Why is this new item needed? Why does the Township need to provide this service?</u> Our current operating mowers are old and this purchase will reduce the amount of hours on the older mowers. The inoperable mowers have cost a few thousand dollars to have repaired only to have a failure of another part or function. As stated our mowers are 20 years old with several hundred hours on them. We currently use 2 Toro Zero turn mowers with one starting to experience some maintenance concerns. Many residents utilize the walking paths and grounds at Township park. We want to provide our community with a park that is well maintained and one we can be proud of. The several path walkers that utilize the park in the winter expect to have the pathways clear of snow and other debris and have voiced their displeasure to the Township when pathways have not been cleared in what they consider a timely manner.			
<u>How will any current services be affected or changed if approved? What will happen if this item is Not approved?</u> If approved we will be able to provide lawn maintenance with reliable, safe equipment. We will be able to clear walking paths of snow and debris in a much faster more efficient manner while keeping the employee safe from extreme weather conditions. All this will keep the park as a focal point of our community in a positive light that invites people to visit and experience Plymouth Township. If not approved we will continue to store 3 large inoperable mowers, expend money on repair cost of current operating mowers, delays in clearing pathways of snow. This delay in clearing of snow could open the Township up to liability in slip and fall cases as the township does have a snow and ice removal ordinance.			

How do you anticipate providing this service?

If this expenditure is approved once the equipment is delivered employees will go through an operations training session to ensure they know how to operate the equipment. Only those employees who have been cleared to operate the equipment will utilize it. This equipment will provide an improved service to the patrons of the park as the equipment will be much quieter than current equipment allowing them to enjoy the tranquility of park.

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

The current chosen vendor has agreed to purchase our three current inoperable mowers and give us a credit of \$9,450.00 off the total \$38,967.27 reducing our cost to \$29, 517.27. There will be no added costs in personnel, supplies, repairs to this equipment with the 2 year warranty.

Have you fully justified your request?


JOHN DEERE
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Bader & Sons Co.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
epetzold@greentractors.com

Quote Summary
Prepared For:

Plymouth Township
13600 N Beck Rd
Plymouth, MI 48170
Business: 734-453-3669

Delivering Dealer:

Bader & Sons Co.
David White
20801 Pontiac Trail
South Lyon, MI 48178
Phone: 248-437-2091
dwhite@greentractors.com

Quote ID: 17853733

Created On: 23 July 2018

Last Modified On: 20 December 2018

Expiration Date: 30 January 2019

Equipment Summary

Selling Price Qty Extended

JOHN DEERE 1575 TerrainCut with \$ 31,044.63 X 1 = \$ 31,044.63

ComfortCab Commercial Front

Mower (Less Mower Deck)

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22)

Price Effective Date: November 1, 2017

JOHN DEERE 72 In. 7-Iron PRO \$ 3,781.73 X 1 = \$ 3,781.73

Commercial Side Discharge Mower

Deck

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22)

Price Effective Date: November 1, 2017

JOHN DEERE 60 Heavy-Duty Rotary \$ 4,140.91 X 1 = \$ 4,140.91

Broom (For 1500 TerrainCut,

1400/1500 Series II and Non-Series

II Front Mowers)

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG 3W CG 22)

Price Effective Date: November 1, 2017

Equipment Total

\$ 38,967.27

Trade In Summary

Qty Each Extended

2004 JOHN DEERE GS45 1 \$ 250.00 \$ 250.00

PayOff \$ 0.00

Salesperson : X _____

Accepted By : X _____

Confidential


JOHN DEERE
**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Bader & Sons Co.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
epetzold@greentractors.com

Total Trade Allowance			\$ 250.00
2004 JOHN DEERE 1600 - TC1600T030181	1	\$ 8,000.00	\$ 8,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 8,000.00
1999 JOHN DEERE F1145 - M01145X181176	1	\$ 1,200.00	\$ 1,200.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 1,200.00
Trade In Total			\$ 9,450.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 38,967.27
Trade In	\$ (9,450.00)
SubTotal	\$ 29,517.27
Est. Service Agreement Tax	\$ 0.00
Total	\$ 29,517.27
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 29,517.27

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 17853733

Customer Name: PLYMOUTH TOWNSHIP

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Bader & Sons Co.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
epetzold@greentractors.com

JOHN DEERE 1575 TerrainCut with ComfortCab Commercial Front Mower

Hours:

Stock Number:

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG
3W CG 22)

Selling Price *
\$ 31,044.63

Price Effective Date: November 1, 2017

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2443TC	1575 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck)	1	\$ 38,549.00	21.00	\$ 8,095.29	\$ 30,453.71	\$ 30,453.71
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
	Standard Options Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
LVB24852	Beacon Light Kit (Cab Only)	1	\$ 244.20	21.00	\$ 51.28	\$ 192.92	\$ 192.92
LVB24853	Rear Work Light Kit (2 Lights) (Cab Only)	1	\$ 151.80	21.00	\$ 31.88	\$ 119.92	\$ 119.92
TCB10303	Rear Weight Mounting Kit	1	\$ 112.36	21.00	\$ 23.60	\$ 88.76	\$ 88.76
UC13263	Quik-Tatch Weight, 42 lb (19 kg)	4	\$ 59.91	21.00	\$ 12.58	\$ 47.33	\$ 189.32
	Dealer Attachments Total		\$ 568.27		\$ 119.34	\$ 448.93	\$ 590.92
	Value Added Services Total		\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 31,044.63
Total Selling Price			\$ 39,117.27		\$ 8,214.63	\$ 30,902.64	\$ 31,044.63

JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck



Selling Equipment

Quote Id: 17853733

Customer Name: PLYMOUTH TOWNSHIP

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Bader & Sons Co.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
epetzold@greentractors.com

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG
3W CG 22)

\$ 3,781.73

Price Effective Date: November 1, 2017

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0347TC	72 In. 7-Iron PRO Commercial Side Discharge Mower Deck	1	\$ 4,787.00	21.00	\$ 1,005.27	\$ 3,781.73	\$ 3,781.73
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	21.00	\$ 0.00	\$ 0.00	\$ 0.00
	Standard Options Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Suggested Price							\$ 3,781.73
Total Selling Price			\$ 4,787.00		\$ 1,005.27	\$ 3,781.73	\$ 3,781.73

JOHN DEERE 60 Heavy-Duty Rotary Broom (For 1500 TerrainCut, 1400/1500

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: MI Ag, Grounds, and Roadside 071B7700085 (PG
3W CG 22)

\$ 4,140.91

Price Effective Date: November 1, 2017

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0500TC	60 Heavy-Duty Rotary Broom (For 1500 TerrainCut, 1400/1500 Series II and Non-Series II Front Mowers)	1	\$ 3,247.00	21.00	\$ 681.87	\$ 2,565.13	\$ 2,565.13



Selling Equipment

Quote Id: 17853733 Customer Name: PLYMOUTH TOWNSHIP

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Bader & Sons Co.
20801 Pontiac Trail
South Lyon, MI 48178
248-437-2091
epetzold@greentractors.com

Standard Options - Per Unit							
1000	Lift Arms, Cylinders, Drive Shaft and Hardware	1	\$ 1,633.00	21.00	\$ 342.93	\$ 1,290.07	\$ 1,290.07
	Standard Options Total		\$ 1,633.00		\$ 342.93	\$ 1,290.07	\$ 1,290.07
Dealer Attachments/Non-Contract/Open Market							
BM20706	Heavy-duty wheel kit (60-in. Heavy-Duty Rotary Broom)	1	\$ 361.66	21.00	\$ 75.95	\$ 285.71	\$ 285.71
	Dealer Attachments Total		\$ 361.66		\$ 75.95	\$ 285.71	\$ 285.71
Suggested Price						\$ 4,140.91	
Total Selling Price			\$ 5,241.66		\$ 1,100.75	\$ 4,140.91	\$ 4,140.91

Say hello to your
climate-controlled throne.

The factory-installed ComfortCab comes standard with full HVAC, so you can stay warmer in the winter and cooler in the summer (a full 20° cooler than the outside temperature). It also has a fully adjustable Air Suspension Upholstered Seat, and large sealed windows with panoramic views.

On the clock 24/7/365.
Enhancing comfort every second.

From here, the workday looks pretty good. And feels pretty great. You'll be master of all you survey, from early morning to late in the evening (thanks to optional beacon light and rear worklights). And in complete control of your seat, climate and favorite music.



Maximum comfort. Standard cup holder, Interior light, rearview mirror along with optional electronic cruise control and stereo systems -- all the comforts of home.

Run hot and cold. Never let a little thing like a cold front or heat wave keep you from your appointed rounds.

See and be seen. Two-speed windshield wipers and an inside rear mirror make it easier to see what you're getting into, and out of. The front- and rear-mounted warning lights and turn signals? That's to make sure they always see you coming.





TerrainCut 1500 Series Mowers are great on grass. They're even better when you've also got snow, dirt, gravel or leaves piling up underfoot. Just swap out the implements (sold separately), and keep right on crossing jobs off your to-do list.



**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

NEW BUSINESS

**ITEM F.3
TOWING CONTRACT
Resolution #2019-02-26-19**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: February 26, 2019

ITEM: Approval of Towing Contract Language between the Charter Township of Plymouth and Mayflower Enterprises, LLC d/b/a Mayflower Towing.
Resolution #2019-02-26-19

PRESENTER: Lt. Daniel Kudra

BACKGROUND:

On 09-28-2018 the Charter Township of Plymouth posted an invitation to bid for towing services on the Township Clerk's portion of the website. On 11-27-2018 the Township Board selected Mayflower Enterprises, LLC d/b/a Mayflower Towing as the winner of the bidding process. It is the recommendation of the Police Department that the Township Board approve the proposed contract language between the Charter Township of Plymouth and Mayflower Enterprises, LLC d/b/a/ Mayflower Towing.

ACTION REQUESTED:

Approve the enclosed resolution finalizing the contract language between the Charter Township of Plymouth and Mayflower Enterprises, LLC d/b/a/ Mayflower Towing.

RECOMMENDATION:

Approve

PROPOSED MOTION: I move to approve Resolution #2019-02-26-19 to finalize the contract language between the Charter Township of Plymouth and Mayflower Enterprises, LLC d/b/a/ Mayflower Towing.

Moved By _____ Seconded By _____

ROLL CALL:

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

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

**RESOLUTION TO APPROVE CONTRACT LANGUAGE FOR THE AGREEMENT
BETWEEN THE CHARTER TOWNSHIP OF PLYMOUTH AND MAYFLOWER
ENTERPRISES, LLC, DBA MAYFLOWER TOWING**

RESOLUTION #2019-02-26-19

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 February 26, 2019, at 7:00 p.m.

WHEREAS, The Board of Trustees of the Charter Township of Plymouth was presented with a request to authorize the contract language for a towing contract with Mayflower Enterprises, LLC, d/b/a Mayflower Towing, and,

WHEREAS, Mayflower Towing was the low bidder on our "Request for Sealed Bids" for towing proposals that was due on November 1, 2018, and,

WHEREAS, The Township Attorney has advised and agreed to the content of the language in this 31 page agreement, and

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Plymouth Board of Trustees does hereby approve Resolution #2019-02-26-19, authorizing this agreement between the Charter Township of Plymouth and Mayflower Auto Transport for a period of three (3) years unless the Township authorizes earlier termination in accordance with Section 7 of this agreement, with the potential for a one year extension contingent upon certain notices, and thereby authorizes the Township Supervisor and the Township Clerk to sign this agreement on behalf of "The Township".

Motion By: _____ Seconded By: _____

Roll Call Vote:

____Curmi, ____Dempsey, ____Doroshewitz, ____Heise, ____Heitman, ____Vorva, ____Clinton

Motion _____

Jerry W Vorva, Clerk

February 26, 2019

**PLYMOUTH TOWNSHIP/MAYFLOWER AUTO TRANSPORT
TOWING AGREEMENT**

THIS AGREEMENT is entered into this 1st day of January, 2019, by and between the Charter Township of Plymouth, a Michigan municipal corporation, whose offices are located at 9955 Haggerty Road, Plymouth, Michigan, 48170 (hereinafter referred to as the "Township"), and Mayflower Enterprises, LLC d/b/a Mayflower Towing, a Michigan corporation, whose office is located at 1179 Starkweather, Plymouth, Michigan, 48170 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Contractor operates a towing and wrecker service licensed by the State of Michigan, located at 1179 Starkweather, Plymouth, Michigan 48170, and

WHEREAS, the Township desires to employ the Contractor to operate a towing and wrecker service and impoundment facility for certain motor vehicles on the above described premises for the term hereof. **IT IS THEREFORE MUTUALLY AGREED**

AS FOLLOWS:

- **1. INDEPENDENT CONTRACTOR.**

Paragraph 1.01. The Township hereby retains Contractor as an independent contractor to operate a towing and wrecker service and impoundment facility for the storage of certain motor vehicles for the Township pursuant to the terms hereof.

Paragraph 1.02. The term of this Agreement shall commence on the date hereof and shall continue for a period of Three (3) years from such date, unless earlier terminated by the Township pursuant to Section 7. The Township shall have the unilateral option to extend this Agreement for an additional one (1) year term under the same terms and conditions if, in the Township's sole discretion, the extension is in it's best interest, which extension may be exercised by written notice at least sixty (60) days prior to the expiration date.

Paragraph 1.03. The Contractor shall be solely responsible for all expenses incurred by the Contractor, its agents and employees, in connection with the performance of this Agreement.

Paragraph 1.04. For all purposes herein, Contractor shall be deemed an independent contractor and not an employee of the Township. Neither the Contractor, nor the Contractor's employees or subcontractors, shall be entitled to any or additional insurance, health, retirement or similar benefits which are or may become available to Township employees, merely because of the operation of this agreement. Additionally,

current or future Township employees or agents shall not be construed or considered to be employees or agents of the Contractor.

Paragraph 1.05. Township employees or agents shall only enter the Contractor's storage facility with the express permission of the Contractor.

• **2. DUTIES OF CONTRACTOR.**

Paragraph 2.01. The Contractor shall manage and operate a wrecker and towing service and motor vehicle impoundment facility at the aforementioned location for the purpose of towing and storing all motor vehicles, including tractor and trailers, directed to be towed and/or stored by the Township's agents and employees. The Contractor shall own and maintain or have available equipment capable of towing vehicles, righting overturned vehicles, trucks and trailers and removing vehicles by dollies or flatbed. Contractor shall maintain, during the terms of this Agreement, the equipment including lease vehicles, described in Contractor's Proposal and attachments which are made a part hereof and incorporated herein as appendix A.

Paragraph 2.02. The Contractor shall maintain the storage facility at 1179 Starkweather described in the attachment to Contractor's Proposal which attachment is made a part here of and incorporated herein.

Paragraph 2.03. The Contractor shall operate and maintain said facility and operation in a manner that is acceptable to the Township in promoting good community relations. The Contractor shall additionally maintain and operate said facility in accordance with the laws of the State of Michigan and the Charter Township of Plymouth. Contractor agrees to comply with all Federal, State and Local laws, ordinances, rules, and regulations and requirements that are now, or may in the future become applicable to the Contractor's business or equipment for the work to be performed pursuant to this Agreement. It is the Contractor's responsibility to provide services in compliance with the American's Disabilities Act, including but not limited to, provisions that took effect January 26, 1992. The Contractor shall also meet the requirements of the Michigan Commercial Drivers Licensing Standards, the Federal Drug-Free Workplace Act, and any other applicable related legislation.

Paragraph 2.04. The Contractor shall maintain tow trucks adequate for towing and/or pushing vehicles, each of which shall include, but not be limited to: dollies, jack-stands, slings, snatch blocks, chains, cables, a fully charged fire extinguisher(s), flares, reflectors, flags, brooms and shovels, lights, warning devices, special markings, boom(s) and equipment needed for special handling which shall conform with the standards,

requirements and regulations mandated by federal, state, county and township agencies and as outlined in the bid specifications for this agreement. All such equipment shall be maintained in good working order to safely perform the service required by this agreement.

Paragraph 2.05. All towing vehicles shall be equipped with communication devices capable of covering all of the territory within the Township limits and its immediate bordering jurisdictions and shall be subject to periodic inspections by the Township regarding their mechanical condition.

Paragraph 2.06. At a minimum, Contractor shall have two (2) wreckers and drivers available for use at all times with an anticipated response time of approximately seven (7) minutes. The Contractor shall keep the Township informed of the number of tow trucks it has available for use in the performance of the Agreement, including the year, make, model, and capacity. This information must be supplied to the Chief of Police.

Paragraph 2.07. The Contractor shall display the company name and phone number prominently and permanently on each of its vehicles in accordance with this Agreement. Contractor shall abide by the table of fees attached to Contractor's bid

documents, which is incorporated herein by reference and made a part hereof as Appendix A.

Paragraph 2.08. The Contractor shall charge only for equipment actually needed and requested by police at the scene. No police scanners shall be allowed in Contractor's towing vehicles unless approved by the Chief of Police. The Township reserves the right to hire specialized equipment outside the scope of this agreement when needed i.e., mobile cranes, or other heavy equipment which might be needed for special situations.

Paragraph 2.09. All vehicles impounded shall be stored in a well-lighted storage lot or building which is enclosed or fenced with all gates securely locked and a responsible person in charge of the business twenty-four (24) hours a day that may be called to respond to the lot by someone from the police department. The building or lot operation shall be conducted so as not to create a nuisance to passing motorists and/or surrounding premises. Vehicles stored in the building or storage yard shall be parked so as to allow one (1) foot of space between vehicles. Storage charges shall not be assessed for the first twenty-four (24) hours of storage. The Police Department shall be notified if any items or property need to be removed from a vehicle. Any items removed from a vehicle by the Contractor shall be inventoried and stored in a locked, secured area. A tag shall be affixed to each item listing the Plymouth Township Police Department impound

or complaint number. The Contractor shall take possession of the property and hold it for safekeeping according to department procedure.

Paragraph 2.10. The Contractor shall maintain at least five (5) vehicle storage spaces for use by Township for storage of forfeited vehicles or vehicles maintained as evidence-without cost to the Township. The Contractor shall be entitled to charge the Township regular rates for storage of such vehicles in excess of five (5).

Paragraph 2.11. Auctions for vehicles not claimed shall be conducted based on the number of vehicles held, but not less than once per calendar quarter. The Contractor shall allow the Township to have access to the lot/building upon reasonable notice to hold auctions as deemed necessary by the Township including allowing vehicles to be viewed on the day of the auction. The Contractor will be responsible for the cost associated with placing the notice for public sale in a newspaper having general circulation within Wayne County. The auction will be scheduled for no less than five (5) days after the notice for public sale has been published. The control of the premises and vehicles to be sold at auction shall be the responsibility of the Contractor. The "Department Agent" shall be present to escort anyone wishing to view vehicles at scheduled times prior to public sale. If no bids are received at the auction the Contractor

shall become the owner of the vehicle or group of vehicles and shall be responsible for disposal. Public sales shall comply with state law. The Township shall be responsible for payment of storage fees, on the daily rate set forth on the attached Appendix, for all vehicles which are not auctioned within sixty (60) days after the date by which the vehicle is eligible for auction. The Township shall adhere to reasonable rules and regulations set forth by the Contractor relative to access to the lot and building and shall not give bidders permission to violate the rules and regulations.

Paragraph 2.12. The Contractor shall prominently post at the storage lot/building a list of towing and storage charges, hours of operation as approved by the Township as well as the Contractor's business telephone number. Whenever impounded vehicles are claimed by the owner, the Contractor shall provide the owner with an itemized statement of all charges relating to impounding the vehicle, including a written justification for fees over and above the standard towing fee. The Contractor shall make every reasonable effort to verify that the individual claiming a stored vehicle is the actual owner or authorized representative of the owner before the vehicle is released. The owner or authorized representative of the owner shall be required to have a signed approval by the police department prior to the vehicle being released.

Paragraph 2.13. Additional tows within or between lots shall be at Contractor's expense.

Paragraph 2.14. The Township reserves the right to cancel a request for services of the Contractor at any time, including up to the time of hook-up, without either the Township or owner or operator incurring any charges. If the owner of the vehicle arrives on the scene before the vehicle is towed, and the vehicle can be safely moved by the owner in the opinion of the police officer in charge at the scene, no charges shall be incurred and the vehicle shall be released to the owner.

Paragraph 2.15. The Contractor shall be open and capable of providing towing services twenty-four (24) hours a day on each and every day (365 days/year) during the term(s) of this Agreement. Additionally, the Contractor shall be open to the general public from 8:00 a.m. through 5:00 p.m., Monday through Friday, 9:00 a.m. through 5:00 p.m. on Saturdays, and 10:00 a.m. through 12:00 noon on Sundays and holidays, on each and every week during the term of this Agreement to release motor vehicles to their rightful owners. No storage fees may be charged by the Contractor for any day said operation is closed. Nothing in this Agreement shall prevent the owner/operator from calling a wrecker or tow truck of his choice.

Paragraph 2.16. The Contractor shall have a tow truck at the scene in a timely manner to tow vehicles as requested by the Plymouth Township Police Department, the Plymouth Township Department of Public Services or other authorized Township

representative(s). Furthermore, the Contractor shall clean up accident debris from the street upon response to accident scenes. If clean-up is requested and towing is not required there will be no clean-up charge to the Township. Clean-up shall be deemed complete when inspected and approved by the Township official in charge at the scene. If Contractor does not arrive at the requested location within the limits of this contract, the police officer or Township employee may have the vehicle towed by another towing company to Contractor's yard at Contractor's expense and Contractor shall accept the vehicle for storage.

Paragraph 2.17. The Contractor shall be licensed in accordance with the laws of the State of Michigan.

Paragraph 2.18. The Contractor shall maintain the premises in a clean and presentable condition and shall not allow paper or trash of any kind to accumulate upon the premises. The Contractor shall remove snow, ice and other obstructions from the driveways and/or adjacent sidewalks of the impoundment yard or building.

Paragraph 2.19. Neither the Contractor nor any of its employees and/or agents shall at any time drive or remove from the premises any motor vehicles placed therein for storage purposes, except with the written permission of the owner of the motor vehicle or by operation of law.

Paragraph 2.20. At the towing scene, or upon reasonable dispatch thereafter, the Contractor must provide the owner or operator of the motor vehicle with a written list itemizing towing fees, storage rates and other expenses. Additionally, the Contractor must advise in writing the owner/operator of the right to remove any and all unattached personal property from the motor vehicle at the impoundment yard.

Paragraph 2.21. Towing fees, storage rates, and other charges incurred by the Contractor in the performance of this Agreement, including any loss or damage incurred, shall not be the obligation of the Township, and all collection attempts shall be directed to the owner/operator of the subject motor vehicle. The Township shall be responsible for storage fees for the storage of forfeited vehicles or vehicles maintained as evidence when the number of vehicles exceeds five (5).

Paragraph 2.22. The Contractor shall prepare and file all Notices required by any Federal or State law or local ordinance or any rule or regulation attendant thereto except those referred to in Section 5.02. In addition, the Contractor shall retain copies of all such notices for a period of three years and the Township shall have the right to inspect, copy and audit said notices during any business hours.

Paragraph 2.23. The Contractor shall provide free road service and tire changing for all Plymouth Township owned vehicles during the term of this Agreement.

Paragraph 2.24. The Contractor shall provide the Township with a list of the names and addresses of all current employees/drivers and shall notify the Township of all changes in employees/drivers. Any and all employees/drivers shall be licensed as provided by applicable federal, state and local laws and ordinances. Additionally, there must be proper licensure of business and vehicles meeting all the requirements of the State of Michigan. All employees must be able to fluently speak, read and accurately write the English language, be sufficiently trained in the proper handling of vehicles so as to prevent damage to any vehicle resulting from the towing process.

Paragraph 2.25. The Contractor shall maintain adequate staffing in order to insure proper and timely response to any and all police requirements for impounding vehicles; and, subject to the approval of the Plymouth Township Police Department, shall provide backup staffing from another source should normal staff levels decline or be inadequate to perform the service outlined above.

Paragraph 2.26. The Contractor shall provide a 24-hour telephone service.

Paragraph 2.27. Under no circumstances shall the Contractor recommend a repair or collision shop to the vehicle owner/operator.

• **3. INSURANCE.**

Paragraph 3.01. From the date hereof until the termination of this Agreement, the Contractor shall carry general liability insurance, automobile insurance, workers compensation, 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. CONTRACTOR shall furnish three (3) complete copies of the acceptable Certificates of Insurance. CONTRACTOR 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, CONTRACTOR shall deliver renewal certificates and/or policies to Township, Chief of Police, at least ten (10) days prior to the expiration date.

• **4. INDEMNIFICATION.**

Paragraph 4.01. Except as otherwise provided in this section, the Township and its elected officials, appointed officials, employees and agents, the ("Indemnified Persons") shall not be liable to the Contractor for any reason.

Paragraph 4.02. The Contractor shall indemnify and hold the Township and the Indemnified Persons harmless from any loss, expense, or liability of any nature

(including attorney's fees) due to any and all suits, demands, actions, legal or administrative proceedings or claims arising or resulting from or in connection with:

- a. Any act or failure to act including negligence or misrepresentation by the Township or any Indemnified Person, whether attributable to the Township or contractor in connection with or resulting from this Agreement, the operations of the Contractor, or any other activity; provided however that the Contractor shall not be obligated to indemnify the Township or any Indemnified Person under this section including costs and counsel fees if a court of competent jurisdiction finds that the liability in question was caused by the intentional misconduct or gross negligence of the Township and any Indemnified Person unless the court determines that, despite the adjudication of liability but in view of all the circumstances of the case, the Township or any Indemnified Person is fairly and reasonably entitled to indemnification which the court considers proper; and/or
- b. The negligent performance by the Contractor or its agents, employees, or officers of any work purportedly authorized to be performed under this Agreement; and/or
- c. Any loss or damage connected to or resulting from any work performed or authorized to be performed under this Agreement: and/or

- d. Any injury or damage to any person or property arising out of this Agreement or the Contractor's performance of this Agreement.

Paragraph 4.03. If any action or proceeding is brought against the Township or any Indemnified Person, connected to or resulting from any work performed or authorized to be performed under this Agreement, that action or proceeding shall be defended by counsel to the Township or the Contractor as the Township shall determine. If the defense is by counsel to the Township, the Township shall pay the costs of that defense including its counsel fees. If the Township determines that the Contractor shall defend the Township or an Indemnified Person, the Contractor shall immediately assume the defense at its sole cost.

Paragraph 4.04. The Contractor and the Township agree to act cooperatively in the defense of any action brought against the Township and the Contractor, to the greatest extent possible. The Township agrees that it shall not settle any action or proceeding against it without prior written consent of the Contractor, unless the Township has provided prior written notice to the Contractor of its decision to waive any right to indemnification for the proposed settlement (including any costs, expenses or counsel fee associated therewith).

Paragraph 4.05. Within thirty (30) days of the Township's receipt of service of process or other formal notification of commencement of proceedings for which indemnification under the provisions of this section may be sought, the Township shall provide written notice to the Contractor of such proceedings.

Paragraph 4.06. The Contractor shall also indemnify the Township for all costs and expenses, including reasonable counsel fees, incurred in enforcing any obligation of the Contractor under this Agreement. The Township shall indemnify the Contractor for all costs and expenses, including reasonable counsel fees, incurred in enforcing any obligation of the Township under this Agreement.

• **5. DUTY OF THE TOWNSHIP.**

Paragraph 5.01. During the term of this Agreement, the Township agrees to utilize the towing services and impoundments or storage facilities of the Contractor at any time when the use of the same is reasonably convenient, providing the owner/operator of said motor vehicle does not expressly select some other alternative and reasonable provider of said services. The parties specifically agree that all fees, charges and expenses incurred by the Contractor in the performance of the Agreement shall not be the obligation of the Township, and all collection attempts shall be directed to the owner/operator of the subject motor vehicle.

Paragraph 5.02. The Plymouth Township Police Department shall prepare all TR52 notices as required by Public Act 104 of the Public Acts of 1981, (MCL 257.252a), and shall send notice to the registered owners of abandoned vehicles as required by the act.

Paragraph 5.03. The Township shall provide a sworn officer to be present at all auctions conducted by the Contractor.

Paragraph 5.04. The Township shall release all vehicles from the police station to the registered owner and supply an approved form to the owner to transport to the Contractors office for release of vehicle.

• **6. NON-DISCRIMINATION.**

Paragraph 6.01. The Contractor covenants not to discriminate on the basis of race, color, religion, or national origin against any employee or applicant for employment to be employed in the performance of this Agreement with respect to his/her hire, compensation, tenure, terms, conditions or privileges of employment, and the contractor further covenants not to so discriminate against any other person using or attempting to use the afore described facility and services.

Paragraph 6.02. Further, the parties hereby covenant to require similar covenants on the part of any sub-contractor(s) or agent(s) employed in the performance of this Agreement.

Paragraph 6.03. The Contractor will furnish his services on a fair, equal and non-discriminatory basis to all users thereof.

7. DEFAULT.

Paragraph 7.01 It is expressly agreed between the parties hereto that in the event the impoundment or storage facilities heretofore described shall be vacated, abandoned or not maintained or operated in accordance with this Agreement, or if the Contractor shall attempt to sell, convey or assign this Agreement, or if the Contractor shall fail to provide notices in a timely and proper manner in accordance with Public Act 1981, No. 104 as amended, or if the Contractor shall default in any of the terms of this Agreement, or if the Contractor shall fail to comply with any statutes, ordinances, rules, orders, regulations, or requirements of the federal, state and/or Township government or of any and all of their departments and bureaus applicable to the premises and operations heretofore described, or if the Contractor shall file a petition in bankruptcy or be adjudicated as bankrupt, or make an assignment for the benefit of creditors, or take advantage of any insolvency act, the Township may elect to terminate this Agreement and the term hereof; and if the

Township elects to terminate this Agreement because of the violation of this paragraph, upon such termination the Contractor shall compensate the Township for the loss suffered by reason of the termination and the default hereunder.

• **8. PERFORMANCE BOND.**

Paragraph 8.01 To ensure that the Contractor meets the obligations under this Agreement, Contractor at its own expense shall provide to the Township a performance bond in favor of the Treasurer of the Township in the amount of Fifty Thousand (\$50,000.00) Dollars in a form and with a company acceptable to the Township release of which is conditioned upon the faithful performance of the Contractor's duties as set forth in this Agreement, provided, however, that the performance of the bonding company under the term of this Agreement shall in no event exceed twelve (12) months from the date of the default of the Contractor. In the event of the Contractor's default of any material provision of this Agreement to the Township's damage, the Township may make a claim on said performance bond. Said claim on the performance bond shall not be exclusive of all or any other remedies at law and equity available to the Township. The Performance Bond must be presented to and accepted by the Township before the Agreement is effective. This provision may be waived at the option of the Township.

Paragraph 8.02. Should Contractor fail, neglect or refuse to perform its duties under the Agreement, the Township shall have the right to terminate the Agreement upon seven (7) days written notice given to the Contractor and its surety and to proceed to complete the work. Any additional costs incurred by the Township shall be paid by the Contractor.

• **9. NOTICES.**

Paragraph 9.01 Any notices contemplated or proposed to be given hereunder shall be deemed duly given when delivered in person or by registered mail, postage prepaid and return receipt requested, to the Contractor at 1179 Starkweather, Plymouth, Michigan, 48170 and the Township at 9955 Haggerty Road, Plymouth, Michigan 48170.

10. PRICES AND PAYMENTS.

Paragraph 10.01. For all motor vehicles towed or stored pursuant to this Agreement, the Contractor will refrain from charging any costs or fees for towing, storage or expenses in excess of the fees that were submitted with the Contractor's bid documents (Appendix C), unless other fees have been approved by the Board of Trustees of the Charter Township of Plymouth during the term of this Agreement.

11. PREVENTION AND SATISFACTION OF LIENS.

Paragraph 11.01. The Contractor agrees not to file, assert, or prosecute, nor to allow construction, mechanic's or materialmen's liens to be filed or continued against any Township property for services performed, or for materials, machinery, or equipment furnished in connection with the work to be performed by the Contractor or by the Contractor's sub-contractors. In the event any such lien is nevertheless filed, the Contractor agrees to, at the Contractor's expense, to take any and all steps necessary and proper for the release, satisfaction and discharge of said lien.

12. PERMITS AND LICENSING.

Paragraph 12.01. Contractor agrees to comply with all federal, state and local laws, ordinances, rules, regulations and requirements that are now, or may in the future become, applicable to the Contractor's business or equipment for the work to be performed pursuant to this Agreement. The Contractor shall provide employees who possess a Commercial Driver's License with the appropriate designation when providing service under this Agreement. It is the Contractor's responsibility to provide services in compliance with the Americans With Disabilities Act. The Contractor shall also meet the requirements of the Michigan Commercial Driver's License Standards, Federal Drug

Free Workplace Act, the Elliott-Larson Act, the Michigan Civil Rights Act, and any other applicable employee related legislation.

13. RIGHT TO CONTROL.

Paragraph 13.01. The Contractor agrees to perform and supervise all work under this Agreement efficiently and in accordance with the highest standards of the industry. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of completing the work.

14. TAXES.

Paragraph 14.01. It is agreed that the Contractor shall be solely responsible for the payment and withholding of any and all taxes, levies and assessments under any federal, state or local law and shall provide for the payment of taxes on or for income, unemployment, old age, social security, workman's compensation, or any other taxes with respect to the Contractor, the Contractor's employees or subcontractors in connection with the work performed pursuant to this Agreement.

15. CANCELLATION OF AGREEMENT.

Paragraph 15.01. Cancellation by Township. The Contractor shall be given fourteen (14) days to remediate problems after notification by the Township. If the problems are not addressed to the satisfaction of the Township, the Township may give written notice of cancellation. This Agreement may be canceled by the Township by giving seven (7) days written notice addressed to the Contractor and sent by certified mail or hand delivered to the Contractor's address as shown herein. The police department may call another towing company if the Contractor does not respond in a timely manner or does not provide adequate equipment necessary to provide the services as required by the Agreement.

Paragraph 15.02. Cancellation by Contractor. This Agreement may be canceled by the Contractor upon ninety (90) days written notice, delivered by certified mail, return receipt requested, addressed to the Township at the address herein.

16. MISCELLANEOUS.

Paragraph 16.01. This Agreement may not be assigned or sub-contracted without the prior written consent of the Township. The member(s) of Mayflower Enterprises, LLC d/b/a Mayflower Towing agrees not to sell or assign their interests in the company

without the consent of the Township. Further, the Contractor warrants and represents that it is familiar with the towing and impoundment requirements of the Township and is capable of rendering all services as required herein.

Paragraph 16.02. The invalidity of any portion of this Agreement shall not affect the remainder of the Agreement, unless the Township shall so elect. In the event any terms of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, the validity of the other terms of this Agreement shall not be affected and shall remain in full force and effect. The Contractor acknowledges that the Township has made and does make no warranties or representations with respect to the Township's obligations imposed hereunder except as herein set forth. The Contractor acknowledges that it has made a thorough independent investigation as to its undertakings hereunder and as to the actual conditions and requirements of the work and the amount of work to be done.

Paragraph 16.03. This Agreement shall be governed by the laws of the State of Michigan.

Paragraph 16.04. The Agreement represents the entire and integrated Agreement between the Township and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

Paragraph 16.05. The Contractor shall allow members of the Plymouth Township Police Department or other authorized Township representatives to inspect the lot or building, stored vehicles, office or other buildings and records relative to this Agreement whenever it is deemed necessary by the Township. Township reserves the right to conduct an audit at least twice a year of all bills and records relative to the Agreement. The Contractor agrees to provide access to the records for inspection by the Township or its auditors.

Paragraph 16.06. This Agreement is for the sole benefit of the parties, and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this agreement.

Paragraph 16.07. A party's failure to exercise a right or remedy will not operate as a waiver of any of that party's rights or remedies under this Agreement and will not constitute a waiver of the party's right to declare an immediate and subsequent default.

17. AMENDMENTS.

Paragraph 17.01. All amendments hereto must be made in writing and signed by the Township and by the Contractor.

18. RECORDKEEPING/DOCUMENTATION.

Paragraph 18.01. A written or computerized record or invoice shall be kept by the Contractor including VIN #, gross vehicle weight rating (GVWR), year, make and model of vehicle, owner's name, details of all services rendered including description of vehicles, locations for which they were towed or impounded, record of the mileage and any other information which the Township shall require. These records shall be maintained and kept throughout the term of this Agreement (plus one year) and shall be made available to the Township for inspection upon request.

Paragraph 18.02. A bi-monthly audit shall be conducted by the Contractor of all vehicles impounded, including the reason the vehicle is impounded. The audit shall be submitted to the police department by the tenth day and the last Friday of the following month, consecutively. The invoice for special equipment or added services which exceed the standard towing fees shall be specifically itemized and will contain written justification for such added fees.

Paragraph 18.03. Impounded vehicles shall be inventoried by a Plymouth Township officer.

19. INVOICE AND FEES.

Paragraph 19.01. Any customer service, including accidents, impounds or private tows, received through a request of the Plymouth Township Police Department shall be invoiced according to the fee schedule which was attached to Contractor's bid proposal and has been incorporated by reference pursuant to **Paragraphs 2.07 and 10.01 as Appendix A.** In addition to towing charges, a \$10.00 police department administrative fee shall be invoiced on each police department impound. An impound is defined as the towing of abandoned vehicles which are later claimed by the owner. Impound is also defined as towing a vehicle from the location of an arrest or from a location causing a traffic hazard or towing of other vehicles as required by the Plymouth Township Police Department. All impounded vehicles that are to be charged the police department administrative fee shall have a Plymouth Township Police Department impound slip supplied to the Contractor at the time of tow. Township administrative impound fees are to be returned to the Township Treasurer by the tenth of the month for fees collected the previous month. There shall be no towing or storage fees assessed for calls for service on vehicles owned or operated by the Charter Township of Plymouth.

Paragraph 19.02. There shall be no towing or storage fees assessed for calls for service on vehicles owned or operated by the Township. This is to include any road service performed at the request of the police department for Township owned vehicles.

IN WITNESS WHEREOF, the parties hereto have set their hands on the
date above written.

WITNESSES:

**CHARTER TOWNSHIP OF
PLYMOUTH**

Supervisor Kurt Heise

Clerk Jerry Vorva

WITNESSES:

MAYFLOWER AUTO TRANSPORT, INC.

APPENDIX
A FEE
SCHEDULE

Service	Fee	Comments
Towing of vehicles 5000 GVW and less	\$75.00	\$65.00 for Plymouth Township Residents
Towing of vehicles 5000 GVW to 10,000 GVW	\$85.00	
Towing of vehicles 10,000 GVW and up	\$95.00	
Towing of Vehicle's 20,000 GVWR and up	\$125.00 Per Hour	
Towing of accident vehicles	\$150.00	Starting
Storage per day to commence after 24 hours of impoundment	\$15.00 (Outdoor) \$25.00 (Indoor)	
Extra charge for dollies	\$45.00	
Extra charge for disconnecting linkages	\$45.00	
Extra charge for winching (off roadway)	\$75.00	Starting
Extra charge for flatbeds	None	
Lockouts	\$65.00	
Tire Change	\$65.00	
Gas Pickup	\$45.00	
Motorcycles	\$100.00	
Hourly rate for additional service	\$75.00	



PLYMOUTH TOWNSHIP POLICE DEPARTMENT
Thomas J. Tiderington, Chief of Police – 9955 N Haggerty Rd – Plymouth, MI 48170 (734) 354-3232

Invitation To Bid

for

TOWING SERVICES

Contact: Lieutenant Daniel Kudra

Phone: (734) 354-3241

E-mail: dkudra@plymouthtwppd.org

Date Issued: 09/28/2018

Due Date & Time: 2:00 p.m., Thursday, November 01, 2018

**All Bids Must Be Sealed and Marked In Accordance With The
Attached Specifications!**

The deadline established for the receipt of your sealed bid is **11/01/2018** at 2:00 p.m. The bid is to be submitted to the Clerk's Office, 9955 N. Haggerty Road, Plymouth, Michigan 48170. Address the bid to:

Charter Township of Plymouth - Clerk's Office
Attn: Clerk Jerry Vorva
TOWING SERVICES, SEALED BID
DUE 11/01/2018 at 2:00 P.M.
9955 N. Haggerty Road
Plymouth, MI. 48170

GENERAL REQUIREMENTS & INSTRUCTIONS

1. **SUBMISSION OF OFFERS:** All offers should be submitted in a sealed envelope or package. The invitation title, opening date and time, company name, address and telephone number shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Clerk's Office prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Clerk's Office after the specified date and time will not be considered. Responses shall be submitted on the forms provided by the Charter Township of Plymouth. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty days unless otherwise specified. Bid must include all costs. **All offers must include the original and at least two (2) copies.**
2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein.
3. **EXECUTION OF ACCEPTANCE:** Plymouth Township legally recognizes acceptance of formal offer when a written contract is signed by both parties. Offeror is not to assume that the Plymouth Township Board of Trustees resolution approving the bid or proposal is a binding contract.
4. **OPENING & RECORDING:** Opening shall be public in the Clerk's Office immediately following the advertised deadline date and time for receipt of submittals.
5. **INTEGRITY:** Plymouth Township does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.
6. **TABULATION:** Bid results will be posted on the Township's website at www.plymouthtwp.org
7. **BOARD AWARDS:** As the best interest of Plymouth Township may require, the Township reserves the right to make award(s) by an individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countrywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions. Any or all awards made as a result of this invitation shall conform to applicable ordinances and policies of Plymouth Township. Bid awards will be posted on the Township's website at www.plymouthtwp.org.

8. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a brand name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by Plymouth Township to meet fully the salient characteristic requirements listed in the specifications.
9. **PRICING:** Unless otherwise specified, prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB Plymouth Township, all packing, handling, shipping charges and delivery to any point(s) within Plymouth Township to a secure area or inside delivery.
10. **PAYMENT TERMS:** Plymouth Township will remit full payment on all undisputed invoices within thirty (30) days from receipt by the appropriate person(s) of the invoice or receipt of all products or services ordered.
11. **INCURRED EXPENSE:** This invitation does not commit Plymouth Township to make an award nor shall Plymouth Township be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.
12. **QUESTIONS/ ADDENDA:** Any questions concerning the conditions or specifications shall be directed to the designated contact person. Addenda items will be posted on the township website. It is the bidder's responsibility to check and verify that addenda have been issued. Failure to acknowledge addenda may result in the offer not being considered.
13. **CLARIFICATION/CORRECTION OF ENTRY:** Plymouth Township reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
14. **INSURANCE:** The successful bidder is required to furnish evidence of the following insurance requirements. Work may not commence until the Certificates of Insurance have been received. The coverage requirements are as follows:

Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent.

Motor Vehicle Liability: The Contractor, or its subcontractors, shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault

Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability Insurance as described above, shall include an endorsement stating that the following shall be ***Additional Insured:*** The Charter Township of Plymouth, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

Cancellation Notice: The Insurance coverage described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Plymouth Township Clerk, 9955 N. Haggerty Road, Plymouth MI, 48170.

Indemnification: To the fullest extent permitted by law, the (name of contractor) 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 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 by reason of 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 this agreement.

15. PUBLIC ACT 517 OF 2012: In accordance with Public Act 517 of the Public Acts of 2012, any Iran linked business is not eligible to submit a bid on a request for proposal with a public entity in Michigan. An "Iran linked business" includes the following:

- (1) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tanker or products used to construct or maintain pipelines used to transport oil or liquefied gas for the energy section of Iran; and
- (2) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

For purposes of this prohibition, "person" includes an individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other non-governmental entity, organization or group. It also includes a governmental entity or instrumentality of a governmental entity, or any successor, subunit, parent company or subsidiary of, or company under common ownership or control with and of the foregoing.

**CHARTER TOWNSHIP
OF PLYMOUTH
TOWING SERVICES**

PROPOSAL FORM

We the undersigned as bidder agree to furnish towing services to the Township of Plymouth, according to the conditions and instructions attached hereto and made a part thereof for the following prices:

PRIVATE VEHICLES

CONTRACT PRICE

1. Towing of Vehicles 5,000 GVW and less
2. Towing of Vehicles 5,000 GVW to 9,999 GVW
3. Towing of Vehicles 10,000 GVW to 19,999 GVW
4. Towing of Vehicles 20,000 GVW and up
5. Storage per day to commence after 24 hours of impoundment:

Inside storage

Outside storage

75⁰⁰
85⁰⁰
95⁰⁰
125⁰⁰ Per Hour
25⁰⁰
15⁰⁰

COMPLETE LIST OF EXTRA CHARGES:

6. Extra Charge for Dollies
7. Extra Charge for Disconnecting Linkages
8. Extra Charge for Winching (off roadway)
9. Motorcycles
10. Lockouts
11. Tire Change
12. Gas Pickup

45⁰⁰
45⁰⁰
75⁰⁰ Plus
100⁰⁰
65⁰⁰
65⁰⁰
45⁰⁰

13. Per Hour Labor Charge / Extra Service

75⁰⁰

14. Other Charges proposed by the bidder:

ACCIDENT TOWS START AT 150⁰⁰

TOWNSHIP OWNED VEHICLES OR THOSE VEHICLES ORDERED TO BE HELD

All road service to Township owned vehicles within a 30 mile radius of Plymouth Township, including changing of tires, and/or towing or storage, is provided at no charge to the Township of Plymouth.

We have the capability to tow vehicles up to 80,000 GVW:

From the front

Yes

No

From the rear

Yes

No

NOTE: Second time tows between the Plymouth Township Police facility and storage yard, or additional tows within storage yard will be at the contractor's expense.

Vehicles towed and ordered held for investigative purposes such as, but not limited to: Fatal and serious injury accidents, Forfeiture, Arson, Theft, and Fraud, may only be released after authorization from the Police Department is given. Such vehicles held by order of the Police Department will incur costs for towing and no more than 5 days storage fees charged to the owner or representative.

Vehicles that are towed, held, and become the property of the Township of Plymouth through forfeiture or by other means will not incur towing or storage fees. Such vehicles will be turned over to Plymouth Township or held on premises until such time as the vehicles can be auctioned or disposed of.

DEVIATIONS FROM SPECIFICATIONS MUST BE SPECIFIED HERE:

VENDOR COMMENTS:

PRICES ARE FOR STANDARD TOWS

ADDITIONAL SERVICES & LABOR ARE PRICED PER JOB


Company Name: MAYFLOWER TOWING

Address: 1199 STARKWEATHER ST

City: PLYMOUTH State: MI Zip: 48170-1342

Agent's Name: GLENN GOEHMANN
(please type or print)

Agent's Title: OWNER
(please type or print)

Agent's Signature: 

Telephone No. 734 459-0053 Fax No. 734-459-5034

Date: 10-31-18

**CHARTER TOWNSHIP
OF PLYMOUTH
TOWING SERVICES**

APPENDIX A

EQUIPMENT LIST

The bidder states that they now or will have at the time of entering into a contract between their company and the Township of Plymouth, a storage yard facility within four (4) miles of the corporate limits of the Township of Plymouth and the following equipment to be used in performing towing services in accordance with the bid proposal and specifications. The successful bidder will continue to maintain and make the listed equipment (including updated equipment) and storage yard facility available throughout the contract.

STORAGE YARD FACILITY LOCATION: 1179 STARKWEATHER ST
PLYMOUTH, MI 48170

DESCRIBE VEHICLES AND EQUIPMENT BELOW:

#6	1994	FORD	F450	FLATBED
#12	2002	INTL	4300	FLATBED
#14	2006	FORD	F650	FLATBED
#15	2006	FORD	F550	WRECKER
#16	2010	FORD	F550	FLATBED
#18	2012	FORD	F550	FLATBED
#19	2019	FORD	F550	WRECKER
#20	2013	FORD	F650	FLATBED
#22	2016	FORD	F650	FLATBED

SUBMITTED BY AUTHORIZED COMPANY REPRESENTATIVE:

NAME: GLENN GODEHMANN
(PLEASE PRINT)

SIGNATURE: 

DATE: 10-31-18

THE FOREGOING IS A TRUE STATEMENT OF FACTS:

I/we hereby certify under penalty of law that we are not an Iran linked business as defined in PA 517 of 2012.

Signature of Authorized Company Representative:

Company

Address:

Glenn Goehmann
MAYFLOWER TOWING
1179 STARKWEATHER ST
PLYMOUTH, MI 48170

Date: 10-31-18

Representative's Name

GLENN GOEHMANN

(Please Print)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Kapnick Insurance Group
P.O. Box 1801
Adrian MI 49221-7801

CONTACT NAME: Angle Phipps

PHONE (A/C No. Ext): 734-929-8058

FAX (A/C No.): 734-994-7326

E-MAIL: angle.phipps@kapnick.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Central Mutual Insurance Co.

20230

INSURER B: Accident Fund General Insurance Company

12304

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Mayflower Enterprises, LLC
1179 Starkweather
Plymouth MI 48170

MAYFA-1

COVERAGES

CERTIFICATE NUMBER: 262856693

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	CLP 8588728	12/1/2017	12/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000	
A <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP 8588728	12/1/2017	12/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$	
B <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	WCV 6041418	3/1/2018	3/1/2019	EACH OCCURRENCE \$ AGGREGATE \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
A Motor Truck Cargo Garage Keepers Y/N N/A	CLP 8588728	12/1/2017	12/1/2018	Per Truck Limit 225,000 Limit 225,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Motor Truck Cargo (Non-Auto in tow) Deduct: \$1,000

Garagekeepers (Includes Auto in Tow):
 Comp deduct: \$500 per auto, \$2,500 max per claim
 Coll deduct: \$500

AUTOMATIC STATUS POLICY FORMS (WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH NAMED INSURED, PER See Attached...

CERTIFICATE HOLDER

CANCELLATION

SAMPLE
CERT HOLDERS TO BE ADDED
UPON REQUEST

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James S. Kapnick

AGENCY CUSTOMER ID: MAYFA-1

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Kapnick Insurance Group		NAMED INSURED Mayflower Enterprises, LLC 1179 Starkweather Plymouth MI 48170	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

POLICY TERMS & CONDITIONS

GENERAL LIABILITY

- Additional Insureds
- 8-1889 (07/14) - General Liability Plus Endorsement
- Additional Insured - Owners, Lessees, or Contractors - Automatic Status
- Additional Insured - Managers or Lessors of Premises - Automatic Status
- Additional Insured - Lessor of Leased Equipment - Automatic Status
- Additional Insured - Vendors - Automatic Status

- Primary and Non Contributory - Per Form 8-1889 (07/14)
- Waiver of Subrogation - Per Form 8-1889 (07/14)

AUTO LIABILITY

- Additional Insureds
- 3-2546 (03/15) - BAP Plus Coverage Endorsement - Additional Insured - Automatic Status
- Waiver of Subrogation - Per Form 3-2546 (03/15)

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

NEW BUSINESS

**ITEM F.4
SINGLE AUDITS – FEDERAL FUNDS
FY 2013, 2014, 2015
Resolution #2019-02-26-20**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: February 26, 2019

ITEM: Single Audit Presentation for 2013, 2014 and 2015.
Accept and Prepare for certification and filing for each year
Resolution #2019-02-26-20

PRESENTER: Cindy Kushner, Finance Director
Plante & Moran Representative(s)

BACKGROUND:

The Township has been working with Plante & Moran to prepare Single Audits for the calendar years 2013, 2014 and 2015. These audits cover federal awards for each of these years. The audits are conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements.

This additional analysis (single audit) is required by the U.S. Office of Management and Budget Circular A133 and, while not a requirement of the basic financial statements, the information is the responsibility of management and was derived from and relates to the underlying accounting and other records used to prepare the financial statements.

The attached audits provide a corrective action plan to address each audit finding

ACTION REQUESTED: Receive and approve the single audits with the appropriate corrective action plans as submitted, which will allow Plante & Moran to disseminate the appropriate information to the proper authorities.

PROPOSED RESOLUTION: I move to approve Resolution #2019-02-26-20, receiving and authorizing the acceptance and dissemination of the Single Audit for Federal Awards for the year 2013, 2014 and 2015.

Moved by: _____ Supported by: _____

ROLL CALL:

____Dempsey, ____Doroshewitz, ____Heise, ____Heitman, ____Vorva, ____Clinton, ____Curmi

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

**RESOLUTION TO RECEIVE AND AUTHORIZE SINGLE AUDITS
FOR FEDERAL AWARDS FOR THE YEARS 2013, 2014 AND 2015**

RESOLUTION #2019-02-26-20

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 February 26, 2019, at 7:00 p.m.

WHEREAS, The Board of Trustees of the Charter Township of Plymouth was presented with Single Audits for Federal Awards for Calendar/Fiscal Year 2013, 2014 and 2015, and

WHEREAS, the Township has provided appropriate corrective action plans for each identified item in these audits, and

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Plymouth Board of Trustees does hereby approve Resolution #2019-02-26-20, receiving and authorizing the acceptance and dissemination of the Single Audits for Federal Awards for the years 2013, 2014 and 2015.

Motion By: _____ Seconded By: _____

Roll Call Vote:

____Dempsey, ____Doroshewitz, ____Heise, ____Heitman, ____Vorva, ____Clinton, ____Curmi

Motion _____

Jerry W Vorva, Clerk

February 26, 2019

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

NEW BUSINESS

**ITEM F.4
SINGLE AUDITS – FEDERAL FUNDS
FY 2013
Resolution #2019-02-26-20**

January 25, 2019

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

Dear Kurt Heise:

Enclosed are your annual financial reports and report to the board for the year ended December 31, 2013 as follows:

- Single audit report
- Summary schedule of prior audit findings

To assist you in determining the distribution requirements of your annual reports, we have summarized the filing requirements for several agencies below. In general, please ensure that the financial statements are included with any distributions of the single audit report.

The single audit report package (as referred to below) includes the following:

- Single audit report
- Summary schedule of prior audit findings prepared by Cindy Kushner
- Corrective action plan prepared by Cindy Kushner

Single audit filing requirements:

- We have prepared the data collection form on your behalf.
- Before your data collection form can be certified and submitted to the FAC, you will need to prepare a corrective action plan. A corrective action plan should address each audit finding included in the current year single audit report. It must provide the finding reference number, name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. The summary schedule of prior audit findings should address each prior year finding. It must provide/identify the prior year finding reference number, fiscal year in which the finding initially occurred, CFDA number and program name, a description of the original finding, the status of the finding (e.g., corrected, partially corrected, or unresolved), and the planned corrective action if the finding has not been corrected. If you have not already done so, please provide us with this corrective action plan and summary schedule of prior audit findings, on letterhead, as soon as possible to include in the uploaded reporting package to the FAC.

To Mr. Kurt Heise
Charter Township of Plymouth

January 25, 2019

- We will upload the entire reporting package electronically to the FAC. You no longer need to send any hard copies of the reports to the clearinghouse.
- You will need to electronically certify the single audit data collection form. You will receive an automated email from the clearinghouse with certification instructions. In order to certify, you will need to ensure the certifying official at your organization has set up a personal account within the Internet Data Entry System (IDES) being used by the FAC for these data collection form filings.
- Based on our knowledge of pass-through entity requests, a copy of the single audit report package should be forwarded to the following nonfederal entity that provided federal financial assistance:
 - Western Wayne County Narcotics Enforcement Team

Additional state filing requirements for all municipals:

- Plante & Moran, PLLC will electronically forward your financial statements and single audit report to the State of Michigan, Department of Treasury.

Thank you for the opportunity to serve as your auditors. Please contact us if you have any questions regarding these filing requirements.

Very truly yours,

Plante & Moran, PLLC

Charter Township of Plymouth

**Federal Awards
Supplemental Information
December 31, 2014**

Charter Township of Plymouth

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Plante & Moran, PLLC
 27400 Northwestern Highway
 P.O. Box 307
 Southfield, MI 48037-0307
 Tel: 248.352.2500
 Fax: 248.352.0018
 planteandmoran.com

Report on Schedule of Expenditures of Federal Awards
 Required by OMB Circular A-133
 Independent Auditor's Report

To the Board of Trustees
 Charter Township of Plymouth

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Charter Township of Plymouth as of and for the year ended December 31, 2014 and the related notes to the financial statements, which collectively comprise the Township's basic financial statements. We issued our report thereon dated September 22, 2015, which contained unmodified opinions on the financial statements of governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. We have not performed any procedures with respect to the audited financial statements subsequent to September 22, 2015.

The accompanying schedule of expenditures of federal awards is presented for the purpose of additional analysis as required by U.S. Office of Management and Budget Circular A133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Plante & Moran, PLLC

January 25, 2019



Plante & Moran, PLLC
 27400 Northwestern Highway
 P.O. Box 307
 Southfield, MI 48037-0307
 Tel: 248.352.2500
 Fax: 248.352.0018
 planteandmoran.com

Report on Internal Control Over Financial Reporting and on Compliance
 and Other Matters Based on an Audit of Financial Statements
 Performed in Accordance with *Government Auditing Standards*
 Independent Auditor's Report

To Management and the Board of Trustees
 Charter Township of Plymouth

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Charter Township of Plymouth as of and for the year ended December 31, 2014 and related notes to the financial statements, which collectively comprise the Township's basic financial statements, and have issued our report thereon dated September 22, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Charter Township of Plymouth's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Township's internal control. Accordingly, we do not express an opinion on the effectiveness of the Township's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Township's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To Management and the Board of Trustees
Charter Township of Plymouth

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Charter Township of Plymouth's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Plante & Moran, PLLC

September 22, 2015



Plante & Moran, PLLC
 27400 Northwestern Highway
 P.O. Box 307
 Southfield, MI 48037-0307
 Tel: 248.352.2500
 Fax: 248.352.0019
 planteandmoran.com

Report on Compliance for Each Major Federal Program;
 Report on Internal Control Over Compliance
 Independent Auditor's Report

To the Board of Trustees
 Charter Township of Plymouth

Report on Compliance for Each Major Federal Program

We have audited Charter Township of Plymouth's (the "Township") compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2014. Charter Township of Plymouth's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Charter Township of Plymouth's major federal programs based on our audit of the types of compliance requirements referred to above.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Charter Township of Plymouth's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Charter Township of Plymouth's compliance.

To the Board of Trustees
Charter Township of Plymouth

Opinion on Each Major Federal Program

In our opinion, the Charter Township of Plymouth complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2014.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance that are required to be reported in accordance with OMB Circular A-133 and that are described in the accompanying schedule of findings and questioned costs as Finding 2014-001. Our opinion on each major federal program is not modified with respect to these matters.

Charter Township of Plymouth's response to the noncompliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs and/or corrective action plan. Charter Township of Plymouth's response was not subjected to the auditing procedures applied in the audit of compliance, and, accordingly, we express no opinion on it.

Report on Internal Control Over Compliance

Management of the Charter Township of Plymouth is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Charter Township of Plymouth's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Township's internal control over compliance.

Our consideration of internal control over compliance was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over compliance that might be significant deficiencies or material weaknesses, and, therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. However, as discussed below, we identified certain deficiencies in internal control over compliance that we consider to be material weaknesses.

To the Board of Trustees
Charter Township of Plymouth

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as Findings 2014-001 and 2014-002 to be material weaknesses.

The Charter Township of Plymouth's responses to the internal control over compliance findings identified in our audit are described in the accompanying schedule of findings and questioned costs and/or corrective action plan. The Charter Township of Plymouth's responses were not subjected to the auditing procedures applied in the audit of compliance, and, accordingly, we express no opinion on them.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Alante + Moran, PLLC

January 25, 2019

Charter Township of Plymouth

Schedule of Expenditures of Federal Awards Year Ended December 31, 2014

<u>Federal Agency/Pass-through Agency/Program Title</u>	<u>CFDA Number</u>	<u>Pass-through Entity Identifying Number</u>	<u>Federal Expenditures</u>
U.S. Department of Housing and Urban Development - Passed through Wayne County - CDBG Entitlement Grant Cluster - Community Development Block Grant	14.218	Unit 22	\$ 173,534
U.S. Department of Homeland Security - Federal Emergency Management Agency (FEMA) - SAFER Grant	97.083	n/a	423,386
U.S. Department of Justice: JAG Program Cluster - Passed through the Western Wayne Narcotics Enforcement Team - Edward Byrne Memorial Justice Assistance Grant Program	16.738	JAG 72197-9-13-B	16,532
Joint Law Enforcement Operations/OCDEF	16.111	n/a	1,666
Joint Law Enforcement Operations/HIDTA	16.111	n/a	6,909
Equitable Sharing Program	16.922	n/a	<u>466,889</u>
Total U.S. Department of Justice			<u>491,996</u>
Total Federal Awards			<u>\$ 1,088,916</u>

See Note to Schedule of Expenditures
of Federal Awards.

Charter Township of Plymouth

Notes to Schedule of Expenditures of Federal Awards Year Ended December 31, 2014

Note 1 - Basis of Presentation and Significant Accounting Policies

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of the Charter Township of Plymouth under programs of the federal government for the year ended December 31, 2014. Expenditures reported on the Schedule are reported on the same basis of accounting as the basic financial statements, although the basis for determining when federal awards are expended is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. In addition, expenditures reported on the Schedule are recognized following the cost principles contained in OMB Circular A-87, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

Because the schedule presents only a selected portion of the operations of Charter Township of Plymouth, it is not intended to and does not present the financial position, changes in net assets or cash flows, if applicable, of Charter Township of Plymouth. Pass-through entity identifying numbers are presented where available.

Charter Township of Plymouth

Schedule of Findings and Questioned Costs Year Ended December 31, 2014

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? Yes X No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? Yes X None reported

Noncompliance material to financial statements noted?

 Yes X No

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? X Yes No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? Yes X None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of Circular A-133?

 X Yes No

Identification of major programs:

CFDA Numbers	Name of Federal Program or Cluster
16.922	Federal Equitable Sharing Program
97.083	Staffing for Adequate Fire and Emergency Response (SAFER) Grant

Dollar threshold used to distinguish between type A and type B programs: \$300,000

Auditee qualified as low-risk auditee?

 Yes X No

Charter Township of Plymouth

Schedule of Findings and Questioned Costs (Continued) Year Ended December 31, 2014

Section II - Financial Statement Audit Findings

None

Section III - Federal Program Audit Findings

Reference Number	Finding
2014-001	<p>Program Name - 16.922, Federal Equitable Sharing Program and 97.083, Staffing for Adequate Fire and Emergency Response (SAFER) Grant</p> <p>Pass-through Entity - None (direct recipient)</p> <p>Finding Type - Material weakness and material noncompliance with laws and regulations</p> <p>Criteria - The Township is required to maintain internal control over compliance for federal programs that provides reasonable assurance that the Township is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on its federal program.</p>

Charter Township of Plymouth

Schedule of Findings and Questioned Costs (Continued) Year Ended December 31, 2014

Section III - Federal Program Audit Findings (Continued)

Reference Number	Finding
2014-001 (cont.)	<p>Condition - Prior to 2011, most of the Township's federal awards were expended as CDBG pass-through awards from Wayne County, Michigan (the "County"), wherein the County monitored compliance with federal regulations. Beginning in 2012, the Township began receiving more significant amounts of federal awards directly, through the federal Equitable Sharing Program. As these circumstances changed, the Township did not institute a system to prevent noncompliance, or to detect and correct noncompliance in a timely manner. As a result, our audit identified several instances on noncompliance:</p> <ol style="list-style-type: none"> 1. The Township was not able to prepare a schedule of expenditure of federal awards before the start of the single audit engagement. The single audit report was also not filed on a timely basis. (16.922 and 97.083) 2. The police chief did not sign the original annual certification report. During the DOJ monitoring visit, there were multiple versions of the annual certification prepared with significant changes to the form. The final revised annual certification report was submitted multiple years late after the DOJ monitoring visit closeout. (16.922) 3. The amounts reported on the annual certification for salaries and overtime did not individually agree to the financial statements due to a classification error. (16.922) 4. The Township did not have support for the overtime reimbursed with federal forfeitures, and there were several unsupported journal entries. (16.922) 5. The Township used federal forfeitures to supplant police overtime expenses. (16.922) 6. The Township lacked support for the calculations of wages and benefits related to the SAFER reimbursement request. There were multiple small variances in the recalculations prepared for the audit. (97.083)

Instances 1, 2, and 3 were repeat noncompliance findings from the prior year.

Questioned Costs - N/A

Charter Township of Plymouth

Schedule of Findings and Questioned Costs (Continued) Year Ended December 31, 2014

Section III - Federal Program Audit Findings (Continued)

Reference Number	Finding
2014-001 (cont.)	<p>Context - While the 2013 audit was being conducted, the Township had a monitoring visit from the Department of Justice. The Department of Justice reviewed the original annual certification reports for federal forfeitures for the period from 2010 to 2015. There were significant errors identified on the certification, and the Township prepared several revised reports. The final revised report was submitted multiple years after the deadline. Several of the errors reported on the form required the General Fund to pay back the federal Drug Forfeiture Fund. The errors crossed fiscal years, but the total amount required to be paid by the General Fund equaled \$83,398. The Township did not have a dedicated individual responsible for overseeing the compliance with federal expenditures. As such, the audit for 2014 was performed multiple years later, after the corrections had been made.</p> <p>Cause and Effect - The federal compliance requirements associated with the federal Equitable Sharing and SAFER programs are relatively complex. Prior to 2012, most of the Township's federal awards were expended as CDBG pass-through awards from Wayne County, Michigan, which is overseen by a township employee with expertise in the federal program, as well as Wayne County personnel; this combination has worked well to ensure compliance with federal regulations. However, the requirements of the federal Equitable Sharing Program are relatively new to the Township, and this is the first year the Township has received the SAFER grant. Both programs are being overseen by individuals who historically have not had responsibilities for managing large federal programs.</p> <p>Recommendation - We recommend that the Township identify an individual with appropriate federal program skills to oversee compliance with the federal grants and provide ongoing training for this individual. While we do not have knowledge of any individual employee's capacity for additional responsibilities, it might be appropriate to consider using the expertise already developed by the CDBG program manager to assist; alternatively, the Township could select someone more familiar with the police and fire departments' operations and provide additional training in federal grant program management (or some combination of those two approaches).</p>

Charter Township of Plymouth

Schedule of Findings and Questioned Costs (Continued) Year Ended December 31, 2014

Section III - Federal Program Audit Findings (Continued)

Reference Number	Finding
2014-001 (cont.)	<p>Views of Responsible Officials and Planned Corrective Actions - We agree that the Township should provide additional training to individuals that oversee compliance with federal grants. Currently, the police and fire chiefs oversee compliance with their respective federal grants. Both chiefs have resources to contact within the grant structure when questions arise or guidance is needed. Since the new administration took office, the accounting department has improved the timeliness and accuracy of reporting and the organization of supporting documentation. Journal entries are processed only if there is supporting documentation and they are reviewed. The new treasurer is active in reviewing federal equitable sharing transactions and reporting. Additionally, all expenditures of federal Drug Forfeiture Funds are approved by the board of trustees. The coordination of efforts and sharing of information between all parties is working to better prevent, detect, and correct noncompliance in a timely manner. However, township administration will initiate discussions with all departments receiving federal funds about better and more efficient ways to oversee compliance with federal grants.</p>

Reference Number	Finding
2014-002	<p>Program Name - 16.922, Federal Equitable Sharing Program</p> <p>Pass-through Entity - None (direct recipient)</p> <p>Finding Type - Material weakness</p> <p>Criteria - The Township should maintain federal forfeiture receipts/expenditures separately in the general ledger.</p> <p>Condition - The 2014 general ledger for federal forfeitures included activity for other reimbursement sources. These were ultimately backed out of the fund, and the ending trial balance supported activity to be reported for federal forfeitures during the year.</p> <p>Questioned Costs - None</p> <p>Context - The amounts reported appear to be an accurate reflection of the activity that had been posted to the accounting records at that time. The reimbursements from other funding sources were cash receipted in the federal forfeiture fund, but the receipts were used to offset overtime expenditures, which ultimately reduced the amount of overtime expenditures reimbursed with federal forfeitures.</p>

Charter Township of Plymouth

Schedule of Findings and Questioned Costs (Continued) Year Ended December 31, 2014

Section III - Federal Program Audit Findings (Continued)

Reference Number	Finding
2014-002 (cont.)	<p>Cause and Effect - There was no review of the accounting entries posted. The additional reimbursements were not material, but these entries ultimately misstated the financial statements by presenting the revenue and expenditures net. They also commingled the activity with the federal forfeitures.</p> <p>Recommendation - We recommend that the Township record reimbursements from other funding sources in a separate fund. We also recommend that this activity be presented gross. This should appropriately separate the activity and accounting for the federal equitable sharing program.</p> <p>Views of Responsible Officials and Planned Corrective Actions - We agree that reimbursements from other funding sources should be recorded at gross in a separate fund. Beginning in 2017, reimbursements from other sources were recorded in the General Fund. In 2018, these reimbursements were recorded in a dedicated general ledger revenue account in the General Fund. The activity is presented gross.</p>

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

NEW BUSINESS

**ITEM F.4
SINGLE AUDITS – FEDERAL FUNDS
FY 2014
Resolution #2019-02-26-20**



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 planteandmoran.com

January 25, 2019

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

Dear Kurt Heise:

Enclosed are your annual financial reports and report to the board for the year ended December 31, 2014 as follows:

- Single audit report
- Summary schedule of prior audit findings

To assist you in determining the distribution requirements of your annual reports, we have summarized the filing requirements for several agencies below. In general, please ensure that the financial statements are included with any distributions of the single audit report.

The single audit report package (as referred to below) includes the following:

- Single audit report
- Summary schedule of prior audit findings prepared by Cindy Kushner
- Corrective action plan prepared by Cindy Kushner

Single audit filing requirements:

- We have prepared the data collection form on your behalf.
- Before your data collection form can be certified and submitted to the FAC, you will need to prepare a corrective action plan. A corrective action plan should address each audit finding included in the current year single audit report. It must provide the finding reference number, name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. The summary schedule of prior audit findings should address each prior year finding. It must provide/identify the prior year finding reference number, fiscal year in which the finding initially occurred, CFDA number and program name, a description of the original finding, the status of the finding (e.g., corrected, partially corrected, or unresolved), and the planned corrective action if the finding has not been corrected. If you have not already done so, please provide us with this corrective action plan and summary schedule of prior audit findings, on letterhead, as soon as possible to include in the uploaded reporting package to the FAC.

To Mr. Kurt Heise
Charter Township of Plymouth

January 25, 2019

- We will upload the entire reporting package electronically to the FAC. You no longer need to send any hard copies of the reports to the clearinghouse.
- You will need to electronically certify the single audit data collection form. You will receive an automated email from the clearinghouse with certification instructions. In order to certify, you will need to ensure the certifying official at your organization has set up a personal account within the Internet Data Entry System (IDES) being used by the FAC for these data collection form filings.
- Based on our knowledge of pass-through entity requests, a copy of the single audit report package should be forwarded to the following nonfederal entity that provided federal financial assistance:
 - Western Wayne County Narcotics Enforcement Team

Additional state filing requirements for all municipals:

- Plante & Moran, PLLC will electronically forward your financial statements and single audit report to the State of Michigan, Department of Treasury.

Thank you for the opportunity to serve as your auditors. Please contact us if you have any questions regarding these filing requirements.

Very truly yours,

Plante & Moran, PLLC

Charter Township of Plymouth

**Federal Awards
Supplemental Information
December 31, 2013**

Charter Township of Plymouth

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Report on Schedule of Expenditures of Federal Awards
 Required by OMB Circular A-133
 Independent Auditor's Report

To the Board of Trustees
 Charter Township of Plymouth

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Charter Township of Plymouth (the "Township") as of and for the year ended December 31, 2013, and the related notes to the financial statements, which collectively comprise the Township's basic financial statements. We issued our report thereon dated December 1, 2014, which contained unmodified opinions on the financial statements of governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. We have not performed any procedures with respect to the audited financial statements subsequent to December 1, 2014.

The accompanying schedule of expenditures of federal awards is presented for the purpose of additional analysis, as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Plante & Moran, PLLC

January 25, 2019

Report on Internal Control Over Financial Reporting and on Compliance
and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards*
Independent Auditor's Report

To Management and the Board of Trustees
Charter Township of Plymouth

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Charter Township of Plymouth (the "Township") as of and for the year ended December 31, 2013, and the related notes to the financial statements, which collectively comprise the Township's basic financial statements, and have issued our report thereon dated December 1, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Charter Township of Plymouth's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Township's internal control. Accordingly, we do not express an opinion on the effectiveness of the Township's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Township's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To Management and the Board of Trustees
Charter Township of Plymouth

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Charter Township of Plymouth's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Plante & Moran, PLLC

December 1, 2014



Plante & Moran, PLLC
 27400 Northwestern Highway
 P.O. Box 307
 Southfield, MI 48037-0307
 Tel: 248 352 2500
 Fax: 248 352 0018
 plantemoran.com

Report on Compliance for Each Major Federal Program;
 Report on Internal Control Over Compliance
 Independent Auditor's Report

To the Board of Trustees
 Charter Township of Plymouth

Report on Compliance for Each Major Federal Program

We have audited Charter Township of Plymouth's (the "Township") compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement that could have a direct and material effect on its major federal program for the year ended December 31, 2013. Charter Township of Plymouth's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal program.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Charter Township of Plymouth's major federal programs based on our audit of the types of compliance requirements referred to above.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Charter Township of Plymouth's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Charter Township of Plymouth's compliance.

To the Board of Trustees
Charter Township of Plymouth

Opinion on Each Major Federal Program

In our opinion, the Charter Township of Plymouth complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2013.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance that are required to be reported in accordance with OMB Circular A-133 and that are described in the accompanying schedule of findings and questioned costs as Finding 2013-001. Our opinion on each major federal program is not modified with respect to these matters.

The Charter Township of Plymouth's response to the noncompliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs and/or corrective action plan. The Charter Township of Plymouth's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on it.

Report on Internal Control Over Compliance

Management of the Charter Township of Plymouth is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Charter Township of Plymouth's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Township's internal control over compliance.

Our consideration of internal control over compliance was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over compliance that might be significant deficiencies or material weaknesses and, therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. However, as discussed below, we identified certain deficiencies in internal control over compliance that we consider to be material weaknesses.

To the Board of Trustees
Charter Township of Plymouth

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as Findings 2013-001 and 2013-002 to be material weaknesses.

The Charter Township of Plymouth's responses to the internal control over compliance findings identified in our audit are described in the accompanying schedule of findings and questioned costs and/or corrective action plan. Charter Township of Plymouth's responses were not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on them.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Plante & Moran, PLLC

January 25, 2019

Charter Township of Plymouth

Schedule of Expenditures of Federal Awards Year Ended December 31, 2013

Federal Agency/Pass-through Agency/Program Title	CFDA Number	Pass-through Entity Identifying Number	Federal Expenditures
U.S. Department of Housing and Urban Development - Passed through Wayne County - CDBG Entitlement Grant Cluster - Community Development Block Grant	14.218	Unit 22	\$ 44,515
U.S. Department of Justice: JAG Program Cluster - Passed through the Western Wayne Narcotics: Enforcement Team - Edward Byrne Memorial Justice Assistance Grant Program	16.738	JAG 72197-9-13-B	37,502
Enforcement Team - Edward Byrne Memorial Justice Assistance Grant Program	16.738	JAG 72197-1-14-B	4,133
Total JAG Program Cluster			41,635
Joint Law Enforcement Operations/OCDEF	16.111	n/a	5,876
Joint Law Enforcement Operations/HIDTA	16.111	n/a	12,137
Equitable Sharing Program	16.922	n/a	554,583
Total U.S. Department of Justice			614,231
Total Federal Awards			\$ 658,746

Charter Township of Plymouth

Note to Schedule of Expenditures of Federal Awards Year Ended December 31, 2013

Note 1 - Basis of Presentation and Significant Accounting Policies

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of the Charter Township of Plymouth under programs of the federal government for the year ended December 31, 2013. Expenditures reported on the Schedule are reported on the same basis of accounting as the basic financial statements, although the basis for determining when federal awards are expended is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. In addition, expenditures reported on the Schedule are recognized following the cost principles contained in OMB Circular A-87, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

Because the schedule presents only a selected portion of the operations of Charter Township of Plymouth, it is not intended to and does not present the financial position, changes in net assets, or cash flows, if applicable, of the Charter Township of Plymouth. Pass-through entity identifying numbers are presented where available.

Charter Township of Plymouth

Schedule of Findings and Questioned Costs Year Ended December 31, 2013

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? ☐ Yes ☒ No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? ☐ Yes ☒ None reported

Noncompliance material to financial statements noted?

☐ Yes ☒ No

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? ☒ Yes ☐ No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? ☐ Yes ☒ None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of Circular A-133?

☒ Yes ☐ No

Identification of major programs:

CFDA Numbers	Name of Federal Program or Cluster
16.922	Federal Equitable Sharing Program

Dollar threshold used to distinguish between type A and type B programs: \$300,000

Auditee qualified as low-risk auditee?

☐ Yes ☒ No

Charter Township of Plymouth

Schedule of Findings and Questioned Costs (Continued) Year Ended December 31, 2013

Section II - Financial Statement Audit Findings

None

Section III - Federal Program Audit Findings

Reference

Number

Finding

2013-001 **Program Name** - 16.922, Federal Equitable Sharing Program

Pass-through Entity - None (direct recipient)

Finding Type - Material weakness and material noncompliance with laws and regulations

Criteria - The Township is required to maintain internal control over compliance for federal programs that provide reasonable assurance that the Township is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on its federal program.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

NEW BUSINESS

**ITEM F.4
SINGLE AUDITS – FEDERAL FUNDS
FY 2015
Resolution #2019-02-26-20**



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January 25, 2019

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

Dear Kurt Heise:

Enclosed are your annual financial reports and report to the board for the year ended December 31, 2015 as follows:

- Single audit report
- Summary schedule of prior audit findings

To assist you in determining the distribution requirements of your annual reports, we have summarized the filing requirements for several agencies below. In general, please ensure that the financial statements are included with any distributions of the single audit report.

The single audit report package (as referred to below) includes the following:

- Single audit report
- Summary schedule of prior audit findings prepared by Cindy Kushner
- Corrective action plan prepared by Cindy Kushner

Single audit filing requirements:

- We have prepared the data collection form on your behalf.
- Before your data collection form can be certified and submitted to the FAC, you will need to prepare a corrective action plan. A corrective action plan should address each audit finding included in the current year single audit report. It must provide the finding reference number, name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. The summary schedule of prior audit findings should address each prior year finding. It must provide/identify the prior year finding reference number, fiscal year in which the finding initially occurred, CFDA number and program name, a description of the original finding, the status of the finding (e.g., corrected, partially corrected, unresolved), and the planned corrective action if the finding has not been corrected. If you have not already done so, please provide us with this corrective action plan and summary schedule of prior audit findings, on letterhead, as soon as possible to include in the uploaded reporting package to the FAC.



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 Southfield, MI 48037-0307
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Report on Internal Control Over Financial Reporting and on Compliance
 and Other Matters Based on an Audit of Financial Statements
 Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

To Management and the Board of Trustees
 Charter Township of Plymouth

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Charter Township of Plymouth (the "Township") as of and for the year ended December 31, 2015 and the related notes to the financial statements, which collectively comprise the Township's basic financial statements, and have issued our report thereon dated November 20, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Charter Township of Plymouth's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Township's internal control. Accordingly, we do not express an opinion on the effectiveness of the Township's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses.

Charter Township of Plymouth

Notes to Schedule of Expenditures of Federal Awards Year Ended December 31, 2015

Note 1 - Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of Charter Township of Plymouth under programs of the federal government for the year ended December 31, 2015. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"). Because the Schedule presents only a selected portion of the operations of Charter Township of Plymouth, it is not intended to and does not present the financial position, changes in net position, or cash flows of Charter Township of Plymouth.

Note 2 - Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following, as applicable, either the cost principles in OMB Circular A-87, *Cost Principles for State, Local and Indian Tribal Governments*, or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass-through entity identifying numbers are presented where available.

The Township has elected not to use the 10 percent *de minimis* indirect cost rate to recover indirect costs, as allowed under the Uniform Guidance.

Charter Township of Plymouth

Schedule of Findings and Questioned Costs Year Ended December 31, 2015

Section III - Federal Program Audit Findings

Reference

Number

Finding

2015-003 **CFDA Number, Federal Agency, and Program Name** - 16.922, Federal
Equitable Sharing Program
97.083, SAFER Grant

Federal Award Identification Number and Year - N/A

Pass-through Entity - None (direct recipient)

Finding Type - Material weakness and material noncompliance with laws and
regulations

Repeat Finding - Yes

2014-001

Criteria - The Township is required to maintain internal control over compliance
for federal programs that provides reasonable assurance that the Township is
managing federal awards in compliance with laws, regulations, and provisions of
contracts or grant agreements that could have a material effect on its federal
program.



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: February 26, 2019

ITEM: FY 2019 Senior Transportation Fund Budget, Resolution #2019-02-26-21

PRESENTER: Cindy Kushner, Finance Director

ACTION REQUESTED: Approve

ATTACHMENTS: Proposed FY 2019 Budget Report

PROPOSED MOTION: I move to approve the FY 2019 Charter Township of Plymouth Senior Transportation Budget, Resolution #2019-02-26-21,

Moved By _____ Seconded By _____

ROLL CALL:

___Doroshewitz, ___Heise, ___Heitman, ___Vorva, ___Clinton, ___Curmi, ___Dempsey

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

NEW BUSINESS

**ITEM F.5
SENIOR TRANSPORTATION BUDGET
Resolution #2019-02-26-21**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: February 26, 2019

ITEM: FY 2019 Senior Transportation Fund Budget, Resolution #2019-02-26-21

PRESENTER: Cindy Kushner, Finance Director

ACTION REQUESTED: Approve

ATTACHMENTS: Proposed FY 2019 Budget Report

PROPOSED MOTION: I move to approve the FY 2019 Charter Township of Plymouth Senior Transportation Fund Budget, Resolution #2019-02-26-21.

Moved By _____ Seconded By _____

ROLL CALL:

___Doroshewitz, ___ Heise, ___Heitman, ___Vorva, ___Clinton, ___Curmi, ___Dempsey

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

**RESOLUTION TO AUTHORIZE FISCAL YEAR 2019
SENIOR TRANSPORTATION BUDGET
RESOLUTION #2019-02-26-21**

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 February 26, 2019, at 7:00 p.m.

WHEREAS, The Board of Trustees of the Charter Township of Plymouth was presented with a proposed budget for Fiscal/Calendar Year 2019 for the Senior Transportation Fund, and,

WHEREAS, the Board is satisfied that this proposed budget is acceptable, and,

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Plymouth Board of Trustees does hereby approve Resolution #2019-02-26-21, authorizing the Fiscal Year 2019 Senior Transportation Budget as submitted.

Motion By: _____ Seconded By: _____

Roll Call Vote:

____Doroshewitz, ____Heise, ____Heitman, ____Vorva,____Clinton, ____Curmi, ____Dempsey

Motion _____

Jerry W Vorva, Clerk

February 26, 2019

Plymouth Township
Senior Transportation
2019 Budget

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GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 AMENDED BUDGET	2018 ACTIVITY THRU 12/31/18	2018 PROJECTED ACTIVITY	2019 DEPT REQUESTED BUDGET
ESTIMATED REVENUES							
Dept 588 - Senior Transportation							
588-588-406.000	TRANSPORTATION REVENUE	16,565	0	0	0	0	0
588-588-586.010	CONTRIBUTION LOCAL UNIT-CITY OF PLY	70,031	94,920	0	86,376	73,630	66,310
588-588-586.020	CONTRIBUTION LOCAL UNIT-PLY TWSP	39,683	47,062	0	33,595	28,389	25,737
588-588-586.030	CONTRIBUTIONS- OTHER LOCAL SOURCES	49,746	0	0	0	0	0
588-588-654.000	SENIOR TRANSPORTATION FEES	2,715	2,747	0	5,925	5,925	10,650
588-588-664.000	INTEREST INCOME	10	6	0	585	515	0
588-588-668.000	INTERGOVT SERVICES	0	0	0	8,051	8,051	8,554
588-588-698.000	MISCELLANEOUS INCOME	0	0	0	5,646	5,646	0
Totals for dept 588 - Senior Transportation		178,750	144,735	0	140,178	122,156	111,251
TOTAL ESTIMATED REVENUES		178,750	144,735	0	140,178	122,156	111,251
APPROPRIATIONS							
Dept 588 - Senior Transportation							
588-588-705.000	SUPERVISORY	(7,723)	1,329	0	0	0	43,875
588-588-708.000	PART TIME	82,163	98,710	0	86,746	86,746	34,320
588-588-709.000	OVERTIME	53	235	0	0	0	0
588-588-714.000	FRINGE BENEFITS	1,441	3,661	0	3,960	2,985	3,805
588-588-714.010	PENSION NON-REP	5,986	7,295	0	5,996	6,000	5,996
588-588-715.000	SOCIAL SECURITY	6,508	7,671	0	6,636	6,636	6,698
588-588-720.000	WORKERS COMP/INSURANCE	0	1,096	0	2,565	2,565	2,615
588-588-727.000	OFFICE SUPPLIES	1,475	684	0	657	657	400
588-588-814.000	BANK FEES	0	12	0	24	25	25
588-588-818.000	CONTRACTUAL SERVICES	0	0	0	500	500	1,218
588-588-853.000	TELEPHONE	3,063	1,198	0	1,234	1,235	1,350
588-588-863.000	AUTO EXPENSE/LEASE	25,542	18,959	0	14,989	13,660	10,800
588-588-921.000	UTILITIES	654	476	0	621	640	653
588-588-968.000	DEPRECIATION	10,183	10,852	0	0	10,183	10,183
588-588-978.000	EQUIPMENT PURCHASE	0	1,650	0	0	0	0
Totals for dept 588 - Senior Transportation		129,345	153,828	0	123,928	131,832	121,938
TOTAL APPROPRIATIONS		129,345	153,828	0	123,928	131,832	121,938
NET OF REVENUES/APPROPRIATIONS - FUND 588		49,405	(9,093)	0	16,250	(9,676)	(10,687)
NET POSITION-BEGINNING OF YEAR		4,611	54,016	44,923	44,923	44,923	35,247
NET POSITION-END OF YEAR		\$ 54,016	\$ 44,923	\$ 44,923	\$ 61,173	\$ 35,247	\$ 24,560

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

NEW BUSINESS

**ITEM F.6
WATER & SEWER FUND BUDGET
Resolution #2019-02-26-22**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: February 26, 2019

ITEM: FY 2019 Water and Sewer Fund Budget, Resolution #2019-02-26-22

PRESENTER: Cindy Kushner, Finance Director and Patrick Fellrath, W&S Director

ACTION REQUESTED: Approve

ATTACHMENTS: Proposed FY 2019 Budget Report
Equipment and Major Repair & Maintenance Schedule

PROPOSED MOTION: I move to approve the FY 2019 Charter Township of Plymouth Water and Sewer Budget, Resolution #2019-02-26-22.

Moved By _____ Seconded By _____

ROLL CALL:

___Heise___ Heitman, ___Vorva, ___Clinton, ___Curmi, ___Dempsey, ___Doroshewitz

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

**RESOLUTION TO AUTHORIZE FISCAL YEAR 2019
WATER AND SEWER FUND BUDGET
RESOLUTION #2019-02-26-22**

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 February 26, 2019, at 7:00 p.m.

WHEREAS, The Board of Trustees of the Charter Township of Plymouth was presented with a proposed budget for Fiscal/Calendar Year 2019 for the Water and Sewer fund budget, and,

WHEREAS, the Board is satisfied that this proposed budget is acceptable, and,

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Plymouth Board of Trustees does hereby approve Resolution #2019-02-26-21, authorizing the Fiscal Year 2019 Water and Sewer Fund Budget as submitted.

Motion By: _____ Seconded By: _____

Roll Call Vote:

____Heise, ____Heitman, ____Vorva, ____Clinton, ____Curmi, ____Dempsey, ____Doroshewitz

Motion _____

Jerry W Vorva, Clerk

February 26, 2019

Plymouth Township
Water and Sewer
2019 Budget

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GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 AMENDED BUDGET	2018 ACTIVITY THRU 12/31/18	2018 PROJECTED ACTIVITY	2019 DEPT REQUESTED BUDGET
ESTIMATED REVENUES							
Dept 100 - OPERATING REVENUE							
592-100-400.000	WATER SALES-GENERAL	4,760,248	5,131,672	5,184,680	4,892,786	4,892,786	5,087,611
592-100-405.000	WATER SALES-HYDRANT	852	0	1,000	0	0	1,000
592-100-408.000	WTUA SERVICE CHARGES	1,422,099	1,433,714	1,422,000	1,445,847	1,445,847	1,422,000
592-100-410.000	SEWER DISPOSAL SALES	6,901,112	7,023,537	7,341,000	6,741,018	6,741,018	7,122,655
592-100-412.000	IND WASTE CONTROL REVENUE	486,977	284,961	0	59,591	59,591	50,000
592-100-420.000	PENALTIES	107,989	219,664	113,400	278,267	278,267	160,000
592-100-422.000	TAP FEES	12,396	7,737	12,500	31,664	31,664	12,500
592-100-424.000	METER SALES	24,783	13,224	20,000	9,383	9,383	20,000
592-100-425.000	CROSS CONNECTION BILLINGS	0	61,750	50,000	42,810	42,810	50,000
592-100-426.000	INSPECTION FEES-PERMITS	6,032	4,661	5,000	8,809	8,809	5,000
592-100-428.000	HYDRANT RENTAL	800	2,631	1,000	1,200	1,200	1,000
592-100-430.000	REPAIR CHARGES	0	5,412	0	704	704	0
592-100-432.000	MISCELLANEOUS INCOME	21,558	56,320	15,000	45,354	45,354	25,000
592-100-434.000	SALE OF ASSETS	0	9,590	0	2,160	2,160	0
592-100-436.000	CONSTRUCTION WATER	10,665	9,282	10,000	8,835	8,835	10,000
592-100-437.000	DONATED WATER & SEWER LINES	0	166,520	0	0	0	0
592-100-438.000	BENEFIT CHARGE REVENUE	1,460,189	578,621	1,000,000	298,080	298,079	500,000
592-100-454.000	HEATING LICENSE	275	0	0	100	100	0
592-100-668.000	INTERGOVT SERVICES REVENUE	0	61,406	0	52,757	63,685	60,000
Totals for dept 100 - OPERATING REVENUE		15,215,975	15,070,702	15,175,580	13,919,365	13,930,292	14,526,766
Dept 200 - NON-OPERATING REVENUE							
592-200-432.000	MISCELLANEOUS INCOME	0	(15,020)	0	0	0	0
592-200-450.000	INTERGOVERNMENTAL SERVICE	79,523	62,630	87,000	66,001	87,000	87,000
592-200-460.011	SAW GRANT REVENUE	0	1,177,711	1,000,000	490,329	684,340	0
592-200-470.000	INTEREST INCOME	88,863	80,970	75,000	45,620	105,000	125,000
Totals for dept 200 - NON-OPERATING REVENUE		168,386	1,306,291	1,162,000	601,950	876,340	212,000
TOTAL ESTIMATED REVENUES		15,384,361	16,376,993	16,337,580	14,521,315	14,806,632	14,738,766

Plymouth Township
Water and Sewer
2019 Budget

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GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 AMENDED BUDGET	2018 ACTIVITY THRU 12/31/18	2018 PROJECTED ACTIVITY	2019 DEPT REQUESTED BUDGET
APPROPRIATIONS							
Dept 172 - ADM/GENERAL EXPENSE							
592-172-707.000	CLERICAL	106,275	112,280	108,000	138,219	138,219	144,130
592-172-708.000	PART TIME	35,851	40,756	31,500	25,845	25,845	25,524
592-172-709.000	OVERTIME	2,621	2,336	3,000	320	320	0
592-172-714.000	FRINGE BENEFITS	536	10,404	0	29,519	29,519	28,830
592-172-714.005	OTHER POST EMPLOYMENT BENEFITS	39,928	39,856	45,000	0	45,000	45,000
592-172-714.010	PENSION NON-REP	19,402	16,633	16,400	20,303	20,303	21,620
592-172-714.500	FRINGE BENEFITS - RETIREES	0	(635)	0	499	499	0
592-172-715.000	SOCIAL SECURITY	10,459	11,162	12,105	12,018	12,018	14,647
592-172-716.000	HOSPITALIZATION	257,325	190,269	32,471	2,358	0	0
592-172-716.500	FRINGE BENEFITS-RETIREES	0	48,356	0	1,871	0	0
592-172-720.000	WORKERS COMP/INSURANCE	15,099	16,902	16,000	15,637	15,637	16,000
592-172-727.000	OFFICE SUPPLIES	26,932	23,903	15,900	7,127	7,127	12,500
592-172-730.000	POSTAGE-GENERAL	27,515	31,907	33,500	162	162	33,000
592-172-758.000	UNIFORMS	7,390	8,061	9,000	8,239	8,239	8,000
592-172-776.000	MAINT- BLDG & GROUNDS	40,649	17,999	20,000	16,198	15,927	20,000
592-172-780.000	INVENTORY-METERS & PARTS	64,837	(203,304)	125,000	50,514	45,914	125,000
592-172-781.000	INVENTORY-SUPPLIES	364	0	0	0	0	0
592-172-808.000	INDEPENDENT AUDIT	32,155	17,640	25,000	18,000	18,000	18,400
592-172-814.000	BANK FEES	0	(66)	0	1,814	1,814	1,800
592-172-818.000	CONTRACTUAL SERVICES	87,672	29,403	16,500	9,029	9,029	16,500
592-172-818.100	CONTRACTUAL SVCS - LAB TESTING	0	158	17,500	4,657	3,537	10,000
592-172-820.000	CONSULTING ENGINEER	0	7,640	83,500	9,200	8,240	100,000
592-172-830.000	LEGAL SERVICES/WATER SEWER	16,082	4,941	10,000	1,614	1,614	10,000
592-172-853.000	TELEPHONE	10,137	6,069	10,000	3,284	3,284	3,400
592-172-861.000	EXPENSE ALLOWANCE	4,218	2,475	2,000	0	0	4,000
592-172-889.000	ADVERTISING WATER/SEWER	0	175	4,000	46	46	4,000
592-172-921.000	UTILITIES	48,149	44,244	50,000	45,209	45,000	46,300
592-172-958.000	MEMBERSHIP/DUES	14,169	11,498	17,000	12,547	12,329	17,000
592-172-960.000	EDUCATION/TRAINING	0	2,300	10,000	3,000	1,915	10,000
592-172-963.000	MISCELLANEOUS EXPENSE	7,468	22,647	5,000	17	0	5,000
592-172-973.010	COMPUTER SERVICES	0	9,177	10,000	7,009	10,000	35,000
592-172-973.030	STORMWATER GRANT-PERMIT	0	2,961	47,492	24,611	28,445	25,000
592-172-973.080	SAW GRANT EXPENSES	22,154	1,192,589	1,100,000	895,903	900,000	0
592-172-978.000	EQUIPMENT PURCHASE	0	9,674	98,075	31,265	31,265	73,000
592-172-978.500	EQUIPMENT LEASE PAYMENTS	0	0	0	470	470	0
592-172-998.000	BOND HANDLING FEES	215	215	0	0	0	0
Totals for dept 172 - ADM/GENERAL EXPENSE		897,602	1,730,625	1,973,943	1,396,504	1,439,717	873,651

Plymouth Township
Water and Sewer
2019 Budget

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GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 AMENDED BUDGET	2018 ACTIVITY THRU 12/31/18	2018 PROJECTED ACTIVITY	2019 DEPT REQUESTED BUDGET
Dept 291 - TRANSMISSION AND DISTR.							
592-291-705.000	SUPERVISORY	214,268	262,926	220,855	228,451	228,451	173,907
592-291-706.000	NON-SUPERVISORY	389,268	423,216	408,000	444,301	444,301	422,885
592-291-708.000	PART TIME	39,738	30,443	56,000	27,919	27,919	50,500
592-291-709.000	OVERTIME	58,958	39,976	65,000	40,175	40,175	45,000
592-291-714.000	FRINGE BENEFITS	0	0	141,000	162,617	155,794	159,717
592-291-714.010	PENSION NON-REP	24,881	17,573	33,000	31,564	31,564	25,276
592-291-714.040	PENSION DPW	59,155	70,954	60,000	64,280	64,280	62,023
592-291-714.500	FRINGE BENEFITS - RETIREES	0	(4,482)	64,875	31,473	36,529	49,877
592-291-715.000	SOCIAL SECURITY	48,321	55,290	57,000	53,808	53,808	52,960
592-291-785.000	MAINTENANCE OF EQUIPMENT	10,104	3,628	0	0	0	0
592-291-804.000	CROSS CONNECTION CONTROL	19,793	21,348	25,000	21,628	21,628	25,000
592-291-805.000	TELETYPE	772	1,233	0	734	734	0
592-291-851.000	EQUIPMENT MNT/REPAIRS	12,508	17,767	25,000	20,757	20,539	25,000
592-291-853.000	TELEPHONE	0	5,021	0	11,454	11,454	12,000
592-291-863.000	AUTO EXPENSE/LEASE	28,393	30,280	55,000	37,142	32,776	55,000
592-291-932.000	MAINTENANCE OF MAINS	52,975	98,711	100,000	55,826	55,826	100,000
592-291-933.000	MAINTENANCE OF METERS	475	0	0	0	0	0
592-291-934.000	MAINTENANCE OF HYDRANTS	13,535	11,618	15,000	22,334	22,334	22,500
592-291-935.000	MAINTENANCE OF SERVICE	23,744	26,687	40,000	29,410	29,410	40,000
592-291-936.000	MAINTENANCE OF REGULATORS	1,132	0	0	0	0	0
592-291-938.000	CLEANING & FLUSHING	1,440	21,491	178,000	94,878	94,878	27,500
592-291-973.033	STORMWATER INSPECT & CLEANING	0	92	24,500	6,024	6,024	80,000
592-291-973.090	MANHOLE ADJ PROGRAM	0	64,418	134,000	219,670	219,670	20,000
Totals for dept 291 - TRANSMISSION AND DISTR.		999,460	1,198,190	1,702,230	1,604,445	1,598,094	1,449,145
Dept 441 - COST OF SALES							
592-441-741.000	WATER PURCHASED	4,211,421	4,255,868	4,281,792	4,297,753	4,281,792	4,523,095
592-441-742.000	SEWAGE DISPOSAL	3,451,069	2,963,128	3,116,359	2,347,930	2,347,929	2,705,000
592-441-743.000	INDUSTRIAL WASTE CONTROL	291,231	197,675	60,000	55,195	55,195	55,000
Totals for dept 441 - COST OF SALES		7,953,721	7,416,671	7,458,151	6,700,878	6,684,916	7,283,095
Dept 442 - INTERGOVERNMENTAL							
592-442-942.000	INTERGOVERNMENTAL SERVICE	718,206	723,053	720,000	540,000	720,000	720,000
Totals for dept 442 - INTERGOVERNMENTAL		718,206	723,053	720,000	540,000	720,000	720,000
Dept 443 - SOURCE OF SUPPLY							
592-443-937.000	PUMP PITS MAINTENANCE	11,190	13,836	31,500	30,928	30,635	31,500
592-443-939.000	TANK MAINTENANCE	1,229	7,495	10,500	4,281	1,325	10,000
Totals for dept 443 - SOURCE OF SUPPLY		12,419	21,331	42,000	35,209	31,960	41,500

Plymouth Township
Water and Sewer
2019 Budget

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GL NUMBER	DESCRIPTION	2016 ACTIVITY	2017 ACTIVITY	2018 AMENDED BUDGET	2018 ACTIVITY THRU 12/31/18	2018 PROJECTED ACTIVITY	2019 DEPT REQUESTED BUDGET
Dept 444 - POWER AND PUMPING							
592-444-745.000	ELECTRICITY	1,711	1,472	2,000	1,558	1,558	2,000
Totals for dept 444 - POWER AND PUMPING		1,711	1,472	2,000	1,558	1,558	2,000
Dept 968 - DEPRECIATION&AMORTIZATION							
592-968-968.000	DEPRECIATION	1,284,555	1,359,408	1,000,000	0	1,000,000	927,000
592-968-969.000	CHANGE IN INVESTMENT-WTUA	1,356,680	1,304,617	1,646,857	0	1,150,479	1,150,479
Totals for dept 968 - DEPRECIATION&AMORTIZATION		2,641,235	2,664,025	2,646,857	0	2,150,479	2,077,479
Dept 995 - DEBT SERVICE							
592-995-995.000	DEBT SERVICE	90,174	45,373	220,000	0	0	0
592-995-995.500	DEBT SERVICE-INTEREST	0	0	0	59,368	56,674	55,587
Totals for dept 995 - DEBT SERVICE		90,174	45,373	220,000	59,368	56,674	55,587
TOTAL APPROPRIATIONS		13,314,528	13,800,740	14,765,181	10,337,962	12,683,398	12,502,457
NET OF REVENUES/APPROPRIATIONS - FUND 592		2,069,833	2,576,253	1,572,399	4,183,353	2,123,234	2,236,309
NET POSITION- BEGINNING OF YEAR		52,355,113	54,424,946	57,001,199	57,001,199	57,001,199	59,124,433
NET POSITION - END OF YEAR		\$ 54,424,946	\$ 57,001,199	\$ 58,573,598	\$ 61,184,552	\$ 59,124,433	\$ 61,360,742

Plymouth Township
Water Sewer Fund
Equipment and Major Repairs and Maintenance
2019 Budget

236d

Department	Account	Description	Amount		Total
			Requested	Denied	
Water & Sewer	592-172-978.000	Dump Truck	150,000.00	(150,000.00)	-
		SCADA Server	13,000.00	-	13,000.00
		Cathodic Corrosion Protection	30,000.00	-	30,000.00
		LED Lights DPW Building	10,000.00	-	10,000.00
		Vactor Truck -Sewer Cleaning Jet Device	20,000.00	-	20,000.00
			223,000.00	(150,000.00)	73,000.00
		TOTAL EQUIPMENT & MAJOR REPAIR EXPENDITURES	223,000.00	(150,000.00)	73,000.00

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

NEW BUSINESS

**ITEM F.7
ANNUAL WAYNE COUNTY ROW
AGREEMENTS
Resolution #2019-02-26-23**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: February 26, 2019

ITEM: Annual Wayne County Road Permit Applications, Resolution #2019-02-26-23

PRESENTER: Patrick J. Fellrath, Director of Public Services

OTHER INDIVIDUALS IN ATTENDANCE: Kevin L. Bennett, Township Attorney

BACKGROUND:

Wayne County requires annual permits for municipalities to restore, sweep, maintain, and/or engage in special events on county-owned roads. The proposed permits submitted by Wayne County have conflicting provisions that arguably require the Township to indemnify the County for the County's own negligence. Under law, the Township may not indemnify and hold harmless the County for the County's negligence and tortious acts and omissions.

ACTION REQUESTED:

Approve subject to reservation of right to challenge indemnification provisions in permit documents.

MODEL RESOLUTION:

I move to approve Resolution #2019-02-26-23, authorizing execution of the Annual Maintenance Permit, Annual Pavement Restoration Permit, Annual Street Sweeping Permit, and Annual Special Events Permit with Wayne County to allow the Township to work within the Wayne County Road Right-of-Ways with the inclusion of a cover letter reserving the Township's right to challenge the indemnification provisions as beyond the authority of the Township.

ATTACHMENTS: Proposed Wayne County Annual Maintenance Permit, Annual Pavement Restoration Permit, Annual Street Sweeping Permit, and Annual Permit for Special Events; proposed cover letter from Township general counsel reserving the right to challenge the validity of the indemnification provisions in each permit.

Moved By: _____ Supported By: _____

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

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. 2019-02-26-23

At a Regular Meeting of the Board of Trustees Charter Township of Plymouth (Name of Community Governing Board) on February 26, 2019 (date), the following resolution was offered:

WHEREAS, the Charter Township of Plymouth (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
Kurt Heise	Township Supervisor
Patrick J. Fellrath	Director of Public Services
Dan Hamann	DPW Foreman

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the Charter Township of Plymouth (name of Community), County of Wayne, Michigan, on February 26, 2019.

**HEMMING, POLACZYK, CRONIN,
WITTHOFF, BENNETT & DEMOPOULOS, P.C.**

Counselors at Law
217 West Ann Arbor Road
Suite 302
Plymouth, Michigan 48170

KEVIN L. BENNETT

(734) 453-7877
FAX (734) 453-1108

kbennett@hpcswb.com

February 6, 2019

Wayne County DPS Permit Office
Attn: Hikmat Kassem
33809 Michigan Avenue
Wayne, MI 48184

Dear Mr. Kassem:

Be advised that this office is general counsel for the Charter Township of Plymouth. Your office has provided the Annual Maintenance Permit Packages for the Annual Maintenance Permit, Annual Pavement Restoration Permit, Annual Special Events Permit, and Annual Street Sweeping Permit to the Charter Township of Plymouth for the 2017 calendar year.

As part of the Permit Packages for the Annual Maintenance Permit and Annual Pavement Restoration Permit, Wayne County included documents titled "Indemnity and Insurance Attachment" and "Conditions and Limitations of Permits." As part of the Permit Packages for the Annual Permit for Special Events and Annual Permit for Street Sweeping, the County included documents titled "Conditions and Limitations of Permits."

With respect to the "Indemnity and Insurance Attachment" of the Annual Maintenance and Pavement Restoration Permits, such attachment purportedly requires that its permit holder hold harmless and indemnify Wayne County:

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed

under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

To the extent that this provision is an attempt by the County to require the Permit holder to indemnify the County for the Wayne County's own negligence, such attempt is improper and prohibited on a variety of grounds including the following:

- The County's demand that it be provided indemnification with respect to the County's own negligence is ultra vires.
- The County's refusal to issue a permit unless the County is provided with indemnification and insurance for the County's own negligence is contrary to MCL.224.19b(4).
- The demand that the County be indemnified and insured against its own negligence does not meet the criteria of a reasonable permit requirement that is within the authority of a county road commission under MCL 224.19b(2).
- The County's demand that it be indemnified against its own negligence is contrary to Michigan Public Policy as expressed in MCL 600.2956 and *Kaiser v Allen*, 481 Mich 31, 37; 746 NW2d 92 (2008), each of which specify that each party is liable only for the portion of damages that reflects that party's negligence only and that one party will not be held liable for the negligence of the other party.

Further, with respect to municipalities, the referenced portion of the titled "Indemnity and Insurance Attachment" appears to conflict with the terms of the "Conditions and Limitations of Permits," which are also included in the Annual Maintenance and Pavement Restoration Permit packages. The "Conditions and Limitations of Permits" properly distinguishes municipalities from private entities with respect to indemnification, as it only requires the Township to indemnify the County against the Township's own negligence and/or tortious acts and omissions. Such provision is more specific than the provision in the "Indemnity and Insurance Attachment," and would therefore appear to control in the event of a conflict between such provisions.

Additionally, to the extent that the "Conditions and Limitations of Permits" (which again was included as part of all four Annual Permit packages), purports to require the Township to indemnify the County for the County's own negligence, the Township disputes the validity of such requirement.

Finally, the Township does not have the authority to enter into an indemnification agreement because it would be an unlawful loan of credit. In *Solomon v Department of State Highways & Transp*, 131 Mich App 479; 345 NW2d 717 (1984), the court of appeals held that the credit of the state (and by extension its municipalities) cannot be used as a guarantee or surety in favor of any person, association, or corporation, public or private. Further, in *Michigan Mun Liability & Prop Pool v Muskegon County Bd of County Rd Comm'rs*, 235 Mich App 183; 597 NW2d 187 (1999), the court similarly held that the road commission did not have the authority to enter into an agreement to indemnify a city and its engineer. As such, the Charter Township of Plymouth may not indemnify another entity.

This letter will confirm that the Charter Township of Plymouth does not agree to any provisions in any of the Annual Permits purporting to require the Township to maintain insurance and to indemnification the County for the County's own negligence. The signature(s) on behalf of the Charter Township of Plymouth on the required Annual Permits and associated documents does not signify an agreement with such insurance or indemnification requirements. The Charter Township of Plymouth reserves the right to challenge any insurance and indemnification provisions to the extent that they do not comport with applicable law.

Respectfully,

A handwritten signature in black ink, appearing to read "Kevin L. Bennett", written in a cursive style.

Kevin L. Bennett

cc: Kurt Heise, Supervisor
Patrick Fellrath, Director of Public Utilities

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

**72 HOURS BEFORE ANY
CONSTRUCTION, CALL
Various Staff
(734) 595-6804, Ext: 2009
FOR INSPECTION**



**WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN**

PERMIT No. A-19042	
ISSUE DATE 1/1/2019	EXPIRES 12/31/2019
REVIEW No.	WORK ORDER 78821

PROJECT NAME
PLYMOUTH TWP. - MAINTENANCE

LOCATION VARIOUS ROADS ()	CITY/TWP PLYMOUTH TWP
--------------------------------------	---------------------------------

PERMIT HOLDER CHARTER TOWNSHIP OF PLYMOUTH 9955 N. HAGGERTY ROAD PLYMOUTH, MI 48170	CONTRACTOR CONTACT JOHN HEAVEY
CONTACT Kurt Heise	CONTACT JOHN HEAVEY
(734) 354-3200	(734) 427-3815

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

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS FOR THE BELOW ACTIVITIES:

1. SANITARY SEWER INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
2. WATERMAIN INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
3. DUST PALLATIVE, CALCIUM & SALT APPLICATIONS.
4. SIDEWALK REPAIR AND REPLACEMENT.
5. TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY.

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS. ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT. (FAX: 734.595.6356)

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIAL AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED.

FINANCIAL SUMMARY PERMIT FEE \$0.00 PLAN REVIEW FEE \$0.00 PARK FEE \$0.00 OTHER FEE \$0.00 BOND \$0.00 INSPECTION DEPOSIT \$0.00 OTHER BOND \$0.00 TOTAL COSTS \$0.00 TOTAL CHECK AMOUNT \$0.00	DEPOSITOR LETTER OF CREDIT DEPOSITOR	APPROVED PLANS PREPARED BY <table border="1"> <tr> <td>PLANS APPROVED BY</td> <td>DATE PLANS APPROVED</td> </tr> <tr> <td></td> <td>1/1/2019</td> </tr> </table> REQUIRED ATTACHMENTS GENERAL CONDITIONS SCOPE OF WORK AND CONDITIONS FOR MUNICIPAL MAINTENANCE PERMITS INDEMNITY AND INSURANCE ATTACHMENT SAMPLE COMMUNITY RESOLUTION RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/dps_engineering_specifications.htm	PLANS APPROVED BY	DATE PLANS APPROVED		1/1/2019
PLANS APPROVED BY	DATE PLANS APPROVED					
	1/1/2019					
CASHIER DATE 1/1/2019	(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)					

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

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

KURT HEISE
PERMIT HOLDER/AUTHORIZED AGENT

DATE

PREPARED BY

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184 PHONE (734) 585-6504 FAX (734) 585-6358
72 HOURS BEFORE ANY CONSTRUCTION. CALL Various Staff (734) 585-6504, Ext: 2008 FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No. A-19087	
ISSUE DATE 1/1/2019	EXPIRES 12/31/2019
REVIEW No.	WORK ORDER

PROJECT NAME
PLYMOUTH TWP. - SPECIAL EVENTS

LOCATION
VARIOUS

CITY/TWP
PLYMOUTH TWP

PERMIT HOLDER

PLYMOUTH TOWNSHIP
9955 N. HAGGERTY ROAD
PLYMOUTH TWP, MI 481704673

CONTRACTOR

CONTACT

KURT HEISE

(734) 354-3200

CONTACT

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DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7111, www.missdig.org)

TO ALLOW TEMPORARY CLOSURE OF CERTAIN LOCAL AND COUNTY ROADS FOR A SPECIFIED PERIOD OF TIME IN ACCORDANCE WITH ALL GENERAL AND SPECIAL CONDITIONS OF THIS PERMIT.

REFER TO ATTACHEMENT: ANNUAL SPECIAL EVENTS PERMIT FOR MUNICIPALITIES TO CONDUCT PARADES, BLOCK PARTIES, MARATHONS, CELEBRATIONS AND FESTIVALS.

PERMIT TO INSTALL BANNERS WITHIN THE COUNTY ROAD RIGHT-OF-WAY.
PLEASE REFER TO ATTACHMENT: ANNUAL PERMIT FOR MUNICIPAL BANNERS

PERMIT HOLDER SHOULD CONTACT/INFORM THE LOCAL POLICE, HOSPITAL, FIRE MARSHAL, SCHOOL AND ANY OTHER LOCAL AGENCIES ARE/MAY BE AFFECTED BY THIS ROAD CLOSURE THREE (3) BUSINESS DAYS PRIOR TO SCHEDULED CLOSURE.

THE PERMIT HOLDER SHOULD CONTACT THE WAYNE COUNTY TRAFFIC OFFICE AT (734) 985-2154 THREE (3) WORKING DAYS PRIOR TO ANY CLOSURE.

THE CONTRACTOR/PERMIT HOLDER WILL SET UP AND MAINTAIN ALL BARRICADING AND SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ([HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)) AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE	\$0.00		PLANS APPROVED BY
PLAN REVIEW FEE	\$0.00		DATE PLANS APPROVED
PARK FEE	\$0.00		1/1/2019
OTHER FEE	\$0.00		REQUIRED ATTACHMENTS
BOND	\$0.00		GENERAL CONDITIONS
INSPECTION DEPOSIT	\$0.00	LETTER OF CREDIT DEPOSITOR	ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES
OTHER BOND	\$0.00		ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES
TOTAL COSTS	\$0.00		SAMPLE COMMUNITY RESOLUTION
TOTAL CHECK AMOUNT			RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
	\$0.00		www.waynecounty.com/tpr_engineering_opoffice.htm
CASHIER	DATE		(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)
	1/1/2019		

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

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

KURT HEISE
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

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

72 HOURS BEFORE ANY
CONSTRUCTION, CALL
Various Staff
(734) 595-6504, Ext: 2009
FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.

A-19090

ISSUE DATE

1/1/2019

EXPIRES

12/31/2019

REVIEW No.

WORK ORDER

79609

PROJECT NAME

PLYMOUTH TWP - STREET SWEEPING

LOCATION

VARIOUS ROADS ()

CITY/TWP

PLYMOUTH TWP

PERMIT HOLDER

CHARTER TOWNSHIP OF PLYMOUTH
9955 N. HAGGERTY ROAD
PLYMOUTH, MI 48170

CONTRACTOR

CONTACT

KURT HEISE

(734) 354-3200

CONTACT

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DESCRIPTION OF PERMITTED ACTIVITY

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

TO PERFORM STREET SWEEPING OPERATIONS WITHIN THE R.O.W. OF ROADS UNDER THE JURISDICTION OF WAYNE COUNTY DURING DAYLIGHT HOURS ONLY.

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE	\$0.00		PLANS APPROVED BY
PLAN REVIEW FEE	\$0.00		DATE PLANS APPROVED
PARK FEE	\$0.00		1/1/2019
OTHER FEE	\$0.00		REQUIRED ATTACHMENTS
BOND	\$0.00		GENERAL CONDITIONS
INSPECTION DEPOSIT	\$0.00	LETTER OF CREDIT DEPOSITOR	RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
OTHER BOND	\$0.00		www.waynecounty.com/tips_engineering_apofice.htm
TOTAL COSTS	\$0.00		
TOTAL CHECK AMOUNT	\$0.00		
CASHIER	DATE		
	1/1/2019		

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

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

KURT HEISE
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY

DATE

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184
PHONE (734) 595-8504
FAX (734) 595-8355

**72 HOURS BEFORE ANY
CONSTRUCTION. CALL
Various Staff
(734) 595-8504, Ext 2009
FOR INSPECTION**



**WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN**

PERMIT No. A-19097	
ISSUE DATE 1/1/2019	EXPIRES 12/31/2019
REVIEW No.	WORK ORDER 79337

PROJECT NAME
PLYMOUTH TWP - PAVEMENT RESTORATION

LOCATION
VARIOUS

CITY/TWP
PLYMOUTH TWP

PERMIT HOLDER

**CHARTER TOWNSHIP OF PLYMOUTH
9955 N. HAGGERTY ROAD
PLYMOUTH, MI 48170**

CONTRACTOR

CONTACT

KURT HEISE

(734) 354-3200

CONTACT

<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY

(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL.

THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY.

FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER ON A MONTHLY BASIS.

ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES.
[HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THE CONDITIONS OF THIS PERMIT.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE	\$0.00		
PLAN REVIEW FEE	\$0.00		
PARK FEE	\$0.00		
OTHER FEE	\$0.00		
BOND	\$0.00		
INSPECTION DEPOSIT	\$0.00		
OTHER BOND	\$0.00		
TOTAL COSTS	\$0.00		
TOTAL CHECK AMOUNT \$0.00		LETTER OF CREDIT DEPOSITOR	PLANS APPROVED BY
CASHIER	DATE		DATE PLANS APPROVED
	1/1/2019		1/1/2019
			REQUIRED ATTACHMENTS
			GENERAL CONDITIONS
			INDEMNITY AND INSURANCE ATTACHMENT
			RULES, SPECIFICATIONS AND PROCEDURES
			FOR PERMIT CONSTRUCTION - AVAILABLE
			ONLINE AT
			www.waynecounty.com/tips_engineering_specfiles.html

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

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

**KURT HEISE
PERMIT HOLDER / AUTHORIZED AGENT**

DATE

PREPARED BY

**<BLANK>
CONTRACTOR / AUTHORIZED AGENT**

DATE

VALIDATED BY

DATE



Wayne County Department of Public Services Engineering Division – Permit Office

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications for Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damages incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or superseded by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.
2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully examined by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 422-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-3154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permissions necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to dunes, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation, issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit begins. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical measures necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and stabilization of adjacent to standing property owners caused by the permitted activity. Security in the form of cash, a certified check or money bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protested or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of feet, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road viewings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOT Standard Specifications for Construction* as modified by Wayne County Special Provisions, *Standard Plans for Permit Construction* and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practices. Any error in the plans that becomes evident after the issuance of a permit, and which changes the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permit. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

NEW BUSINESS

**ITEM F.8
PURCHASE OF NEW FIRE
ENGINE/LADDER TRUCK
Resolution #2019-02-26-24**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: February 26, 2019

ITEM: Purchase of 2019 Pierce Ascendant Ladder Truck, Resolution #2019-02-26-24

PRESENTER: Dan Phillips, Fire Chief

BACKGROUND: Plymouth Township must replace the fire apparatus at Fire Station #3. This vehicle was purchased in 1992 and is 27 years old. It is costly to maintain and is not currently in service. Engine #3 has not been working for the past 30 days as we await parts that must be custom made. Parts must be custom made, each time there is maintenance. This is not cost effective. Additionally the township has not had a ladder truck since January of 2012. We have a heavy concentration of Commercial and industrial buildings in Station #3's service area. We should use the opportunity to purchase a dual role Fire Engine and Ladder truck to respond to all fires in station #3's service area as well as backing up the rest of the Township. We have reviewed the capabilities of this vehicle and find it will sufficiently provide fire and rescue protection for our community. We will also see a benefit to the Insurance Service Office rating for our community by purchasing this vehicle which will reduce insurance rates throughout Plymouth Township.

RECOMMENDATION: Approval

PROPOSED RESOLUTION:

I move to approve Resolution 2019-02-26-24, authorizing the purchase of a 2019 Pierce Ascendant dual purpose fire engine/ladder truck from Halt Fire Apparatus in the amount of \$937,739.36 in complete accordance with the attached specifications.

Moved By: _____ Supported By: _____

ROLL CALL VOTE:

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

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

**RESOLUTION TO EXERCISE PURCHASE OPTION
PIERCE ASCENDANT FIRE ENGINE/LADDER TRUCK
RESOLUTION #2019-02-26-24**

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 February 26, 2019, at 7:00 p.m.

WHEREAS, The Charter Township of Plymouth was presented with a couple of requests to consider the purchase of a new dual purpose fire engine/ ladder truck, and

WHEREAS, the price includes the MITN discount of \$60,880.00

WHEREAS, fire engine that is to be replaced is too costly to repair and maintain,

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Plymouth Board of Trustees does hereby approve Resolution #2019-02-26-24, authorizing the purchase of the Pierce Ascendant (Bid #598) from Halt Fire Inc., to be purchased for a total purchase price of \$937,739.36 in accordance with the attached specifications.

Motion By: _____ Seconded By: _____

Roll Call Vote:

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



Plymouth Township Fire Department

2018 Budget Request

New Capital Item

Department: Fire		Capital Item: 2019 Pierce Ascendant on an Enforcer Chassis	
Quantity: 1 One	Useful Life: 25 Years		Cost: 937,739.36
Check One: Equipment <input checked="" type="checkbox"/> X		Project	
<u>Description and Function of new capital item</u> <p>This vehicle will be assigned to Fire Station #3 at 13600 Beck Rd. This vehicle will play a dual role as both a Fire Engine and a vehicle mounted 100' ladder with an elevated hose stream. This vehicle will be designated Ladder 3 and will provide primary Fire Suppression on the west side of Plymouth Township. It will be primary fire response to Metro West and the industrial areas of Plymouth Township. It also will be first due on all structures of 35 feet or higher in Plymouth Township providing roof access to buildings we cannot achieve today. (See attached list)</p>			
<u>Explain new or improved service that will result from new item</u> <p>Engine #2 will be retired from service with the arrival of this vehicle. Engine #2 was purchased in 1989 and is 30 years old. It does not meet current NFPA standards. This vehicle will have a larger pumping capacity than Engine #2 and will meet all NFPA requirements that Engine #2 does not meet, including interior seating for all occupants, Engine #2 still has firefighter seating outside. We will also see a significant decrease in maintenance cost and vehicle down time. We lost the ability to gain access to roofs at the dissolution of the fire merger. This vehicle will provide much improved services to our Industrial and Commercial industries which we do not currently provide adequate coverage. We will also increase our ISO rating as a result of this improvement.</p>			

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

Plymouth Township purchased a ladder truck in 1972. This vehicle operated in our community until we sold it during the merger with the City of Plymouth. Plymouth Township has provided no ladder vehicle since the dissolution of the City Fire Merger in 2012. This has greatly reduced our ability to provide rescue and fire suppression in almost all commercial and industrial manufacturing facilities. Plymouth Township has numerous buildings greater in height than 2 stories including several five story structures. The Township has already approved the concept of 2 additional 4 story buildings on Plymouth Rd. There is another building on Beck road which is also over 35 feet that is in planning. Plymouth Township has several manufacturing parks throughout the community and we do not have a ladder to reach the roofs of these structures. Most new structures are built at the 35' limit which is taller than the largest fire department ground ladder. See attached list of structures over 35' in size.

Furthermore we have attempted to write a grant using the Assistance to Fire Fighters Grant Program and we have been denied. We also joined with Northville Township and the City of Novi to write a regional grant and were also denied.

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

If approved we will be able to provide appropriate equipment to the heavy concentration of industrial buildings in our industrial parks including Metro West, Plymouth Corporate Park and Plymouth Oaks Business Park. Plymouth Township residents will also benefit from the improvement to the Insurance Services office calculation which has determined that a community our size and density needs to provide a ladder company at the Beck Rd station. In 1999 the ISO gave Plymouth Township credit for two ladder companies. We did not receive credit for any ladder companies in 2015,.

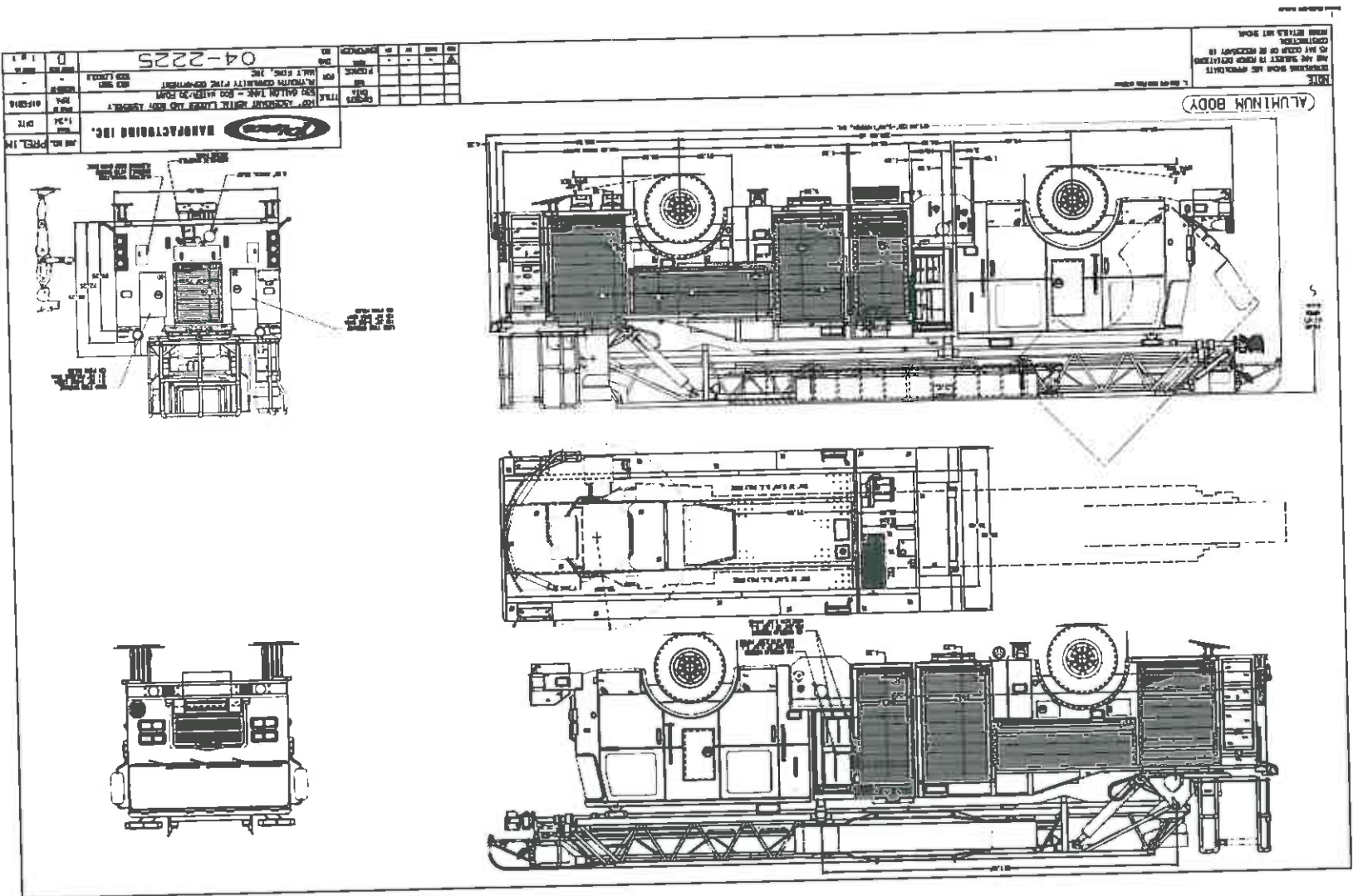
How do you anticipate providing this service?

This vehicle will be placed in service at Fire Station #3 at Beck and Territorial. It will provide the benefit of an engine company or a ladder company; This is a dual role vehicle which will improve services across the community. If this expenditure is approved, the vehicle will be delivered in 10-11 months. We will have to make our first payment 1 year after signing the purchase agreement. The vehicle will be put into service after fire department training is provided by the manufacturer. Those costs are included in the price of the vehicle and include vehicle operation training as well as ladder training.

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

The purchase price was estimated prior to the recent millage proposal. We had originally estimated a purchase price of 884,790.60 for 2020 however the tariff increases were not anticipated. The 2019 budget would not be affected. The 2020 budget would need to be adjusted to include the lease rate.

Engineering Drawings



Timeline

- Plymouth Township purchased 100' Ladder truck in 1971.
- In 1994 we acquired a 100' Tower truck from the City of Plymouth Merger Agreement.
- In 1999 Insurance service office(ISO) determined two ladder companies were appropriate(Merger with City still in effect).
- We removed the '71 ladder from service determining that 1980 Tower was in better condition.
- In 2012 we lost 1980 Tower to separation from City of Plymouth, The Tower truck was returned to City.
- In 2015 we received negative rating from ISO due to not providing any Ladder Companies in our community.
- In 2016 Supervisor Price attempted to purchase the 100' Tower from the City when they purchased a new Tower truck. The City's asking price was too expensive.

We provide fire protection to many multi story buildings and do not have adequate resources to properly protect them. Commercial and Manufacturing facilities provide approximately 30% of tax revenue to the Township and deserve appropriate fire protection for their tax contributions.

Including

- Plymouth Independence Village
- Bosch (Phase 1 and 2)
- Burroughs Building
- St Johns' Seminary and Conference Center
- Hilton Garden Inn
- Holiday Inn Express
- Comfort Inn
- Oerlikon 60'
- 1800 Self Storage (Ann Arbor Rd)
- Troy Manufacturing and Design (Ford)

3 Story or 35 foot (Not a complete list)

- Condo's Woodbridge Ct.
- 41140 Concept Dr. (Fire)
- 1275 Ann Arbor Rd. (4 story in the back)
- LA Fitness
- Northridge Church
- 45300 Polaris Ct
- Rayan Center
- Mobis North America
- Red Roof Inn

New Construction

- EZ Storage Construction on Sheldon Road (still in planning)

- Hillside Residences two 4 story Buildings (still in planning)
- Beck Road Hotel (still in planning)

Fires 2018-2019

- Sheffield Ct
- Amelia St in The City
- 1311 Ann Arbor Rd Fire June 2017
- 41144 Concept Dr.
- 45000 Helm St
- 45755 Five Mile Rd

In 2016 we brought out Roseville Fire Departments Ascendant to review if it would satisfy our needs.

Bosch Phase 1



This area was designed for Fire department access of the roof at Bosch Phase 1 Ladder has adequate reach for rescue and roof operations.

Ascendant at St John's Seminary



Demonstrate reach of ladder to top floor. Ladder has sufficient reach for extinguishment and rescue however window design is not advantageous at the top floor..

Highest Ground ladder in Plymouth Township at that time.



This photo show largest ladder in Plymouth Township in 2016.



Vehicle can reach penthouse of St John's seminary from parking lot.

Holiday Express on Beck Road

Vehicle has adequate access for extinguishment and rescue on all floors as well as roof area.

Another view of Holiday Inn Express



Another angle of the vehicles reach from front drive.

Independence Village on Northville Road



Vehicle can provide quick attack, rescue as well as roof access from Northville Road.



Heavy Industrial area almost all occupancies pictured will benefit.
Between Sheldon and Beck east west

Email From Todd Lincoln Halt Fire

Chief Phillips,

I reviewed the 107 database and had to revise the numbers as I forgot to include the actual generator that Halt will be installing after delivery – plenty of details I need to do better at remembering.

The pricing for the truck which includes the information below is \$970,587.00. This pricing includes the MITN discount of \$60,880.00 plus an additional \$27,251.00 discount.

The pricing includes:

- Two (2) inspection trips with overnight stay (via private air travel)
- Delivery of the unit to Halt Fire, Inc.
- Complete a post-delivery inspection of the unit
- Installation of the Smart Power PTO/Hydraulic generator
- Delivery to Plymouth Twp.
- Three (3) operational training sessions conducted by a Halt Fire operational trainer at Plymouth Twp.
- Three (3) aerial training sessions conducted by a Pierce aerial trainer at Plymouth Twp.
- One (1) foam training session for the pump operators – conducted by a Halt Foam trainer at Plymouth Twp.
- \$12,000.00 Contingency Fund

Pre-Payment Discount

Pierce offers a significant discount if the unit is paid for upfront. In your case, Pierce Financial Services will be paying for the unit upfront to Pierce and in turn Plymouth Twp. financed less the pre-payment amount.

Price of the unit:	\$970,587.00
Interest Discount:	- \$19,857.00
Chassis Discount:	- \$10,404.00
Aerial Discount:	- \$5,207.00
Total pre-payment/financed	\$935,119.00

Finance

I have attached the finance quote from Pierce Financial Solutions for your review. The total to be financed is the discounted pre-payment total PLUS the Performance Bond - \$937,739.36.

The 10-year finance total is \$118,977.00 per year. The first payment is due one-year after signing all the paperwork. The build time for the unit is 8-9 months after the order is submitted. So, if we order and sign the paperwork in February of 2019, the vehicle will be delivered October of 2019 but the first payment would be due in February of 2020.

This scenario fits your schedule perfectly and by booking this unit in February of 2019, we avoid the annual Pierce price increase of 3% which would be \$28,000.00.

Hope this information is helpful. Please feel free to phone if you have any questions.

Respectfully,

Todd Lincoln
Halt Fire, Inc.



FINANCIAL SOLUTIONS



Tax Exempt Lease Purchase

SALES ORGANIZATION: Halt Fire – Todd Lincoln
LESSEE: Plymouth Township FD
TYPE OF EQUIPMENT: (1) Pierce Enforcer 107' Ascendant Ladder
EQUIPMENT COST: \$970,587.00
CUSTOMER DOWNPAYMENT: \$0.00
AMOUNT TO FINANCE: \$937,739.36 (includes prepay discounts)
DELIVERY TIME: Standard delivery
PAYMENT MODE: Annual In Arrears
FIRST PAYMENT DUE DATE: 1 Year After Lease Commencement
LEASE COMMENCEMENT DATE: Upon contract signing with Pierce

1/10/2019

Contact information:
 Michele Zitko
 Locator: B4-B230-05-07
 155 East Broad St
 Columbus, OH 43215
 Ph: (800) 820-9041 ext. 2
 Fax: (866) 221-7894
 michele.zitko@pnc.com

Term	10 years
Number of Payments	10 Annual
Payment Amount	\$118,977.00
Rate	4.58%

NOTE: All lease documents must be fully executed within 14 days of the date of this proposal. Failure to receive completed documents may alter the final payment schedule due to changes in rates and/or discounts.

PERFORMANCE BOND: To utilize the prepay program, a performance bond is required. Said performance bond shall be paid for directly to Pierce Manufacturing or financed by PNC Equipment Finance as part of the transaction.

ESCROW FUNDING OPTION: At lease closing, if all of the equipment has not yet been delivered, Lessor will fund an escrow account from which disbursements will be made to the equipment provider(s) upon receipt of a Requisition Request and Certificate of Acceptance from Lessee. Escrow agent will either be Lessor or third-party provider selected by Lessor and approved by Lessee. All escrow earnings will be for the benefit of Lessee. The escrow agent will assess a \$250.00 account set up fee payable at closing.

TYPE OF FINANCING: Tax-exempt Lease Purchase Agreement with a \$1.00 buy out option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

BANK QUALIFICATION: This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the lessee, with PNC Equipment Finance perfecting a first security interest.

AUTHORIZED SIGNORS: The lessee's governing board shall provide PNC Equipment Finance with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION: The lessee's counsel shall furnish PNC Equipment Finance with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to PNC Equipment Finance.

VOLUNTEER FIRE DEPARTMENTS: If Lessee is a Volunteer Fire Department, a public hearing under the requirements of Section 147(f) of the Internal Revenue Code of 1986 shall be conducted to authorize this transaction. It is recommended that a notice of the public hearing be published 20 to 24 days in advance of the public hearing.

This proposal will be valid for fourteen (14) days from the above date and is subject to final credit approval by PNC Equipment Finance and approval of the lease documents in PNC Equipment Finance's sole discretion. To render a credit decision, lessee shall provide PNC Equipment Finance with their most recent two years' audited financial statements, copy of their most recent interim financial statement, and current budget.

Accepted by: _____ Proposal submitted by Michele Zitko



FINANCIAL SOLUTIONS



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Tax Exempt Lease Purchase

SALES ORGANIZATION: **Halt Fire – Todd Lincoln**
 LESSEE: Plymouth Township FD
 TYPE OF EQUIPMENT: (1) Pierce Enforcer 107' Ascendant Ladder
 EQUIPMENT COST: \$970,587.00
 CUSTOMER DOWNPAYMENT: \$0.00
 AMOUNT TO FINANCE: \$937,739.36 (includes prepay discounts)
 DELIVERY TIME: Standard delivery
 PAYMENT MODE: Annual In Arrears
 FIRST PAYMENT DUE DATE: 1 Year After Lease Commencement
 LEASE COMMENCEMENT DATE: Upon contract signing with Pierce

1/10/2019

Contact information:
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 Ph: (800) 820-9041 ext. 2
 Fax: (866) 221-7894
 michele.zitko@pnc.com

Term	10 years
Number of Payments	10 Annual
Payment Amount	\$118,977.00
Rate	4.58%

NOTE: All lease documents must be fully executed within 14 days of the date of this proposal. Failure to receive completed documents may alter the final payment schedule due to changes in rates and/or discounts.

PERFORMANCE BOND: To utilize the prepay program, a performance bond is required. Said performance bond shall be paid for directly to Pierce Manufacturing or financed by PNC Equipment Finance as part of the transaction

ESCROW FUNDING OPTION: At lease closing, if all of the equipment has not yet been delivered, Lessor will fund an escrow account from which disbursements will be made to the equipment provider(s) upon receipt of a Requisition Request and Certificate of Acceptance from Lessee. Escrow agent will either be Lessor or third-party provider selected by Lessor and approved by Lessee. All escrow earnings will be for the benefit of Lessee. The escrow agent will assess a \$250.00 account set up fee payable at closing.

TYPE OF FINANCING: Tax-exempt Lease Purchase Agreement with a \$1.00 buy out option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

BANK QUALIFICATION: This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the lessee, with PNC Equipment Finance perfecting a first security interest

AUTHORIZED SIGNORS: The lessee's governing board shall provide PNC Equipment Finance with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION: The lessee's counsel shall furnish PNC Equipment Finance with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to PNC Equipment Finance.

VOLUNTEER FIRE DEPARTMENTS: If Lessee is a Volunteer Fire Department, a public hearing under the requirements of Section 147(f) of the Internal Revenue Code of 1986 shall be conducted to authorize this transaction. It is recommended that a notice of the public hearing be published 10 to 14 days in advance of the public hearing.

This proposal will be valid for **fourteen (14) days** from the above date and is subject to final credit approval by PNC Equipment Finance and approval of the lease documents in PNC Equipment Finance's sole discretion. To render a credit decision, lessee shall provide PNC Equipment Finance with their most recent two years' audited financial statements, copy of their most recent interim financial statement, and current budget.

Accepted by: _____ Proposal submitted by Michele Zitko



Proposal Option List

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1/8/2019

Customer:	Plymouth Community Fire Department	Bid Number:	592
Representative	Lincoln, Todd	Job Number:	
Organization:	Halt Fire, Inc	Number of Units:	1
Requirements Manager:		Bid Date:	04-22-2016
Description:	Plymouth Twp 107' Enforcer ladder	Stock Number:	
Body:	Aerial, HD Ladder 107' ASL Single, Quint, Alum Body	Price Level:	37 (Current: 37)
Chassis:	Enforcer Chassis, Aerials, Single Axle, Ascendant		

Line	Option	Type	Option Description	Qty
1	0766640		Boiler Plates, Aerial 107' ASL	1
			Fire Department/Customer - Plymouth Twp Fire Department	
			Operating/In conjunction W-Service Center - In Conjunction	
			Miles - 25 Miles	
			Number of Fire Dept/Municipalities - 10	
			Bidder/Sales Organization - Halt Fire, Inc.	
			Delivery - Delivery representative	
			Dealership/Sales Organization, Service - Halt Fire, Inc.	
2	0018180		Single Source Compliance, Aerials	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533351		Quint Fire Apparatus	1
8	0588612		Vehicle Certification, Aerial w/Pump	1
9	0681278		Agency, Apparatus Certification, Aerial w/Pump, U.L.	1
10	0000000	STF	Inspection Trip(s) w/ Charter Air Travel - M	2
			Qty, - 02	
			Fill in Blank - Three (3) Plymouth Township Fire Department	
			representatives	
10	0000000	STF	Contingency fund - fill in the blank - M	1
			Fill in Blank - \$12,000.00	
10	0000000	STF	Delivery (Halt Fire) - M	1
10	0000000	STF	Post delivery inspection (Halt Fire)	1
10	0000000	STF	Preconstruction meeting at the fire department	1
10	0000000	STF	USA HELD PARENT COMPANY	1
10	0000000	STF	WARRANTY AND SERVICE - (HALT FIRE)	1
11	9899998	STF	Deliver units to qualify	1
11	0000000	STF	DEALER LICENSE REQUIREMENT	1
11	0000000	STF	Training for unit	3
			Qty, - 03	
			Fill in Blank - Plymouth Township Fire Department	
12	0537375		Unit of Measure, US Gallons	1
13	0529326		Bid Bond, 10%, Pierce Built Chassis	1
14	0050066		Performance Bond, 100% Req'd (Statement by Rep)	1
15	0000007		Approval Drawing	1
16	0002928		Electrical Diagrams	1
17	0615217		Enforcer Chassis, Aerials, Single Axle, Ascendant	1
18	0000110		Wheelbase	1
			Wheelbase - 234"	
19	0000070		GVW Rating	1
			GVW rating - 57,500#	
20	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1
21	0620712		Frame Liner, Internal "C", 9.38" x 3.13" x .25", w/Reinforcement, 47" Qval, SFR/Enf	1
22	0796912		Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, Enforcer	1
23	0090914		Suspension, Front TAK-4, 24,000 lb, DLX/Qtm/AXT/Vel/Enf	1
24	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
25	0000322		Oil Seals, Front Axle	1
26	0582746		Tires, Front, Goodyear, G296 MSA, 445/65R22.50, 20 ply	1
27	0019618		Wheels, Front, Alcoa, 22.50" x 13.00", Aluminum, Hub Pilot	1
28	0603826		Axle, Rear, Meritor RS30-185, 33,500 lb, Saber FR/Enforcer	1

Line	Option	Type	Option Description	Qty
29	0544253		Top Speed of Vehicle, 68 MPH	1
30	0122073		Suspen, Rear, Standens, Spring, 33,500 lb, Imp/Vel/Dash CF/Enf	1
31	0000485		Oil Seals, Rear Axle	1
32	0585004		Tires, Rear, Goodyear, G289 WHA, 315/80R22.50, 20 ply, Single	1
33	0019675		Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum-Steel, Hub Pilot, Single	1
34	0568081		Tire Balancing, Counteract Beads	1
35	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
36	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
37	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
38	0057936		Covers, Lug Nut, Chrome	1
39	0002045		Mud Flaps, w/logo front & rear	1
40	0544802		Chocks, Wheel, SAC-44-E, Folding	1
			Qty, Pair - 01	
41	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Compt	
42	0010670		ABS Wabco Brake System, Single rear axle	1
43	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
44	0000740		Brakes, Meritor, Cam, Rear, 16.50 x 8.63"	1
45	0058463		Air Compressor, Brake, Bendix 15.8 CFM	1
46	0637584		Brake Reservoirs, 5,376 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
47	0644228		Air Dryer, Wabco System Saver 1200 IWT, Heated, Saber FR/Enforcer	1
48	0000790		Brake Lines, Nylon	1
49	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - h) DS Pump Panel	
			Qty, Air Coupling (s) - 1	
50	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
51	0014130		Air Tank, Additional for Extra Air Horn Capacity	1
52	0000845		Air Tank, Additional for Extra Capacity	1
53	0610864		Engine, DDC DD13, 505 hp, 1750 lb-ft, W/OBD, EPA 2016, Enforcer	1
54	0001244		High Idle w/Electronic Engine, Custom	1
55	0590300		Engine Brake, Jacobs Compression Brake, DD13	1
			Switch, Engine Brake - f) DD13	
56	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
57	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
58	0565965		Exhaust System, 5", 2010 DD13, ISX engine, Horizontal, Right Side	1
59	0521146		Exhaust, Modified for Plymovent System, 7.00" Diffuser, CARE	1
60	0788765		Radiator, Saber FR/Enforcer	1
61	0001090		Cooling Hoses, Rubber	1
62	0545339		Fuel Tank, 65 Gallon, Left Side Fill, Stainless Steel	1
			Finish, Fuel Tank - Painted	
63	0001129		Lines, Fuel	1
64	0595087		DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
65	0552793		Not Required, Fuel Priming Pump	1
66	0552712		Not Required, Shutoff Valve, Fuel Line	1
67	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
68	0642582		Trans, Allison 5th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
69	0625331		Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
70	0684459		Transmission Oil Cooler, Modine, External	1
71	0001375		Driveline, Spicer 1810	1
72	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
73	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
74	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - Plymouth	
			Text, Row (2) Two - Township	
			Text, Row (3) Three - Fire	
75	0037606		Bumper, 22" Extended, Steel, Painted, Saber FR/Enforcer	1
76	0625558		No Selection Required, Cover Included with Tray/Tool Box Option	1
77	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1

Line	Option	Type	Option Description	Qty
78	0002270		Tow Hooks, Chrome	1
79	0629533	SP	Cover, 8.5" Raised Alum Treadplate, Full Width Over Bumper, Rubber Latch	1
80	0625650		Cab, Enforcer, 7000	1
81	0647918		Engine Tunnel, DD13, Enforcer	1
82	0633594		Rear Wall, Interior, Adjustable Seating	1
83	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate Full Coverage	
84	0639727		Cab Lift, Elec/Hyd, Manual Override, Saber FR/Enforcer	1
85	0695930		Grille, Bright Finished, Front of Cab, Dash CF/Enforcer	1
86	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	
87	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
88	0087357		Molding, Chrome on Side of Cab	1
89	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
90	0648171		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Level Roof	1
			Key Model, Cab Doors - 1041	
91	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
92	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
93	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Painted	
94	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
95	0634786		Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1Lt Per Step 6lts	1
96	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
97	0557023		Handrail, 10", Below Cab Windshield, Pair	1
98	0042105		No Windows, Side of Crew Cab	1
99	0759740	SP	Guard, Painted, Protective for Diagnostic in Cab	1
100	0664452		Bracket, Air Bottle, Zico, ULLH, Load & Lock	2
			Location - to be mounted on 45 degree bracket which is to be located in each exterior access EMS cabinet per FD direction	
			Qty, - 02	
101	0664484		Bracket, 45 Degrees, To Mount Air Bottle Bracket, Wall Mounted, Crew Cab	2
			Location - one (1) in each side access EMS cabinet as directed by the FD	
			Qty, - 02	
102	0634206		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - .25"	
			Material Finish, Cab Interior - Painted	
103	0797212		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - a) Silver/Gray	
			Engine Tunnel Cover - Black Turnout Tuff	
			Cab Interior Rear Wall Material - Painted Aluminum	
104	0012430		Cab Interior, paint color	1
			Color, Cab Interior Paint - i) fire smoke gray	
105	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
106	0644195		Heater/Defroster, Saber FR/Enforcer	1
107	0644194		Air Conditioning, Saber FR/Enforcer	1
108	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - No Retention	
109	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
110	0583938		Lights, Engine Comp, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
111	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
112	0002508		Map Box, 3 Bin/30 deg Slant, Custom Chassis	1
			Qty, - 1	
			Location, Map Box/Straps - Final Inspection	
113	0002514		Note Board, White Cleanable Marking Surface	1
			Location - Officer's area	
114	0583039		Not Required, Side Roll and Frontal Impact Protection	1
115	0622619		Seating Capacity, 4 Seats	1
116	0636957		Seat, Driver, Pierce PSV, Air Ride, High Back, Saber FR/Enforcer	1
117	0632923		Seat, Officer, Pierce PSV, Air Ride, High Back, Saber FR/Enforcer	1
118	0002517		Not Required, Radio Compartment	1

Line	Option	Type	Option Description	Qty
119	0768250		Cabinet, Rear Facing, LS, 23 W x 40.25 H x 26.75 D, Ext Acc Only, SFR/Enf Light, Short Cabinet - Amdor, Exterior, White, Left Side Scuffplate, Door Pan, Material/Finish - S/S, Polished Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (0) None Door, Cab Exterior Cabinet - Double Pan, Non-Locking Door, Exterior Stop - Stay Arm Louvers, Cabinet - 0-No Louvers	1
120	0102783		Not Required, Seat, Rr Facing C/C, Center	1
121	0767273		Cabinet, Rear Facing, RS, 22 W x 40.25 H x 26.75 D, Ext Acc Only, SFR/Enf Light, Short Cabinet - Amdor, Exterior, White, Right Side Scuffplate, Door Pan, Material/Finish - S/S, Polished Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (0) None Door, Cab Exterior Cabinet - Double Pan, Non-Locking Door, Exterior Stop - Stay Arm Louvers, Cabinet - 0-No Louvers	1
122	0632949		Seat, Forward Facing C/C, DS Outboard, Pierce PSV, Hi-Back, Foldup, Saber FR/Enf	1
123	0783479		Cabinet, Forward Facing, Center, 38.50 W x 50 H x 28 D, Roll, SFR/Enf Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip Door, Cab Interior Cabinet - Rollup, Amdor, White, Locking #1250 Light, Tall Cabinet - Amdor, Interior, White, Left Side and Amdor, Interior, White, Right Side Louvers, Cabinet - 0-No Louvers	1
124	0632875		Seat, Forward Facing C/C, PS Outboard, Pierce PSV, Hi-Back, Foldup, Saber FR/Enf	1
125	0566653		Upholstery, Seats In Cab, Turnout Tuff Color, Cab Interior Vinyl/Fabric - c) Black	1
126	0511471		No SCBA Brackets Required In Cab Seats, Imp/Vel, AXT 2010, Qtm 2010, Dash CF	1
127	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer Seat Belt Color - Red	1
128	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
129	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
130	0556186		Handlts, (4) Streamlight, Survivor C4 LED, 12v, Orange, 90503 Steady Charge Location, Lights - in a left side compartment as directed by the FD	1
131	0695283		Handlight, Streamlight, Survivor, 90503, C4 LED, 12v, Orange, Steady Charge Qty, Lights - 02 Location, Lights - one (1) in each exterior access EMS cabinet of the cab. The exact location will be determined at the post paint inspection trip. Please coil up the 12 volt wiring in the compartment until the exact location of the lights is identified.	2
132	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX Emergency Switching - E-Master Only	1
133	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
134	0698698	SP	Light, Do Not Move Apparatus, Alarm Override Sw Alarm, Do Not Move Truck - Pulsing Alarm	1
135	0509042		Messages, Open Door/Do Not Move Truck, MUX w/Color Display	1
136	0622798		Switching, Cab Instrument Lower Console & Overhead, Rocker MUX, Enforcer	1
137	0644179		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1
138	0002565		Hourmeter, Aerial Inside Cab	1
139	0002615		Switch, Aerial 12V Master	1
140	0002617		PTO switch, w/light - aerial	1
141	0548004		Wiring, Spare, 15 A 12V DC 1st Qty, - 02 12vdc power from - Battery direct Wire termination - Butt Splice Location, Spare Wiring - Officer Dash	2

Line	Option	Type	Option Description	Qty
142	0610968		Wiring, Spare, 2.0 A 12V DC, USB Termination Blue Sea 1016 1st Qty, - 02 12vdc power from - Battery direct Location - one (1) each side (Drive's & Officer's) of the dash area	2
143	0548009		Wiring, Spare, 20 A 12V DC 1st Qty, - 01 12vdc power from - Battery direct Wire termination - 10-Place Bus Bar w/Cover Location, Spare Wiring - Behind Officer Seat	1
144	0585913		Wiring, Spare, 20 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025 2nd Qty, - 01 12vdc power from - Battery direct Location - in a high and out of the way location in a compartment as directed by the FD	1
145	0585914		Wiring, Spare, 20 A 12V DC, 6 Circuit Fuse Block, Blue Sea 5025 1st Qty, - 01 12vdc power from - Battery direct Location - in a high and out of the way location in a compartment as directed by the FD	1
146	0033709		Radio, AM/FM/CD, Panasonic Speakers, AM/FM Radio - One (1) pair of speakers, Cab Antenna, AM/FM Radio - c) Roof-mounted rubber antenna Location, AM/FM Radio - b) within reach of the officer	1
147	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX System Of Measurement - US Customary	1
148	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
149	0765591	SP	Intercom, Setcom 950W4, 4-Pos, 1-Radio (D, O. Wireless), 2C, Wired, AM/FM Location, Intercom, C Cab - 2) 2 forward facing seats	1
150	0793667		Cable, Radio to Intercom Interface, Setcom 950, 1 Radio Radio, First Two-Way Model - Motorola APX 7500 Radio, First Two-Way Make - Motorola High Power	1
151	0794902		Headset, Setcom, CSB-900W4, Wireless Qty, - 02 Location - Driver and Officer	2
152	0620275		Headset, Setcom, CSB-901L-1 Under Helmet, Intercom Only, Left Cord, Gel Qty, - 01 Location - crew cab seat	1
153	0620281		Headset, Setcom, CSB-901R-1 Under Helmet, Intercom Only, Right Cord, Gel Qty, - 01 Location - crew cab seat	1
154	0681408		Hangers For Headsets, NFPA, Each Qty, - 04 Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Fwrd Fcng Seat and PS Outbrd, Fwrd Fcng Seat	4
155	0670250		Install Customer Provided Two-Way Radio(s), Enforcer Chassis Qty, - 01	1
156	0699100		Install Customer Provided Key Storage, Knox Box, in Cab Location - as directed by the FD Qty, - 01	1
157	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 01 Location, Antenna Mount - Right Side	1
158	0653520		Camera, Pierce, Mux, R, RS Cameras Camera System Audio - Speaker Behind Driver Camera System	1
159	0615112		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi	1
160	0624253		Electrical System, Enforcer MUX	1
161	0079166		Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
162	0008621		Battery System, Single Start, All Custom Chassis	1
163	0002698		Battery Compartment, Saber/Enforcer	1
164	0531338		Charger, Sngl Sys, Kussmaul, Pump Plus 1200, 52-21-1100	1
165	0090367		Location, Charger/Compr, Front left body compt, Location Feature Location - in a compartment as directed by the FD	1
166	0530949		Location, Bat Chrg Ind, Driver's Seat Riser	1

Line	Option	Type	Option Description	Qty
167	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger	1
168	0026800		Shoreline Location Location, Shoreline(s) - DS Crew Cab	1
169	0036800		Switch, Auto Transfer, Up to 30Amp, Gen Shoreline Connection, Transfer Switch - All Interior Receptacles	1
170	0647728		Alternator, 430 amp, Delco Remy 55SI	1
171	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e) High Idle enable	1
172	0780484		Headlights, Rect LED, HiViz FT-4X6-4KIT, AXT/DCF/Enf/Imp/Sab/Vel	1
173	0648426		Light, Directional, WIn 60A00TAR Arrow, Common Bzl, Above Headlts, Sab/Enf Color, Lens, LED's - Clear	1
174	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
175	0647802		Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer	1
176	0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
177	0511569		Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts Light Guard - Without Guard	1
178	0559318		Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Turn Signal Location, Lights - rear corners of the body Qty, Lights, Pair - 1	1
179	0517025		Lights, Tail, Wrap-around, Stop/Tail, Turn & Backup LED, Tri-Cluster	1
180	0085910		Lights, Backup Included in Signal Cluster	1
181	0664481		Bracket, License Plate & Light, P25 LED	1
182	0589905		Alarm, Back-up Warning, PRECO 1040	1
183	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr Z location -	1
184	0769564		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 1lt	1
185	0768765		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Turntable Access Control, Perimeter Lts - Parking Brake Applied	1
186	0554198		Lights, Step, P25 LED, Aerial With Pump 2Lts, Pump Pnl Sw	1
187	0670014		Light, FRC, 12V SPA850-Q20* LED, Flat Mount Fixed 1st Location, Lights - centered on the Passenger's side upper body area Qty, - 01 Switch, Lt Control 1 DC, 1 - a) DS Switch Panel Switch, Lt Control 2 DC, 2 - f) Pump Operator's Panel Switch, Lt Control 3 DC, 3 - d) No Control Switch, Lt Control 4 DC, 4 - d) No Control Color, FRC/Rom Lt Housing - FRC, Black Color, Lt Housing - White	1
188	0670007		Light, FRC, 12V SPA850-Q20* LED, Flat Mount Fixed 2nd Location, Lights - centered on the Driver's side upper body area Qty, - 01 Switch, Lt Control 1 DC, 1 - a) DS Switch Panel Switch, Lt Control 2 DC, 2 - f) Pump Operator's Panel Switch, Lt Control 3 DC, 3 - d) No Control Switch, Lt Control 4 DC, 4 - d) No Control Color, FRC/Rom Lt Housing - FRC, Black	1
189	0645676		Lights, Not Required, Hose Bed, Deck Lights At Rear	1
190	0645681		Lights, Not Required, Rear Work, Deck Lights At Rear	1
191	0629192		Light, FRC, 12V SPA260-Q20* LED MAX, Surface Mount 1st Location, Lights - rear body as available Qty, - 01 Switch, Lt Control 1 DC, 1 - a) DS Switch Panel Switch, Lt Control 2 DC, 2 - f) Pump Operator's Panel Switch, Lt Control 3 DC, 3 - d) No Control Switch, Lt Control 4 DC, 4 - d) No Control Color, FRC/Rom Lt Housing - FRC, Black Bezel	1
192	0765194	SP	Light, Visor, FRC, 12V SPA850-Q20*, LED, 15 Deg Angled Outward, 1st Qty, - 02 Location, driver's/passenger's/center - 1DS & 1PS Switch, Lt Control 1 DC, 1 - a) DS Switch Panel	2

Line	Option	Type	Option Description	Qty
192			Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel Switch, Lt Control 3 DC,3 - d) No Control Color, FRC/Rom Lt Housing - FRC, White	
193	0631374		Lights, Deck, W/in (2) MPPBCS Micro Pioneer LED Rear Flood Lights	1
194	0709392		Control, Scene Lts - Park Brake Lights, Walk Surf, W/in PFBP12C, LED	2
195	0624713		Qty, Surface Lights - 2	1
196	0554271		Aerial, HD Ladder 107' ASL Single, Quint, Alum Body	1
197	0601008		Body Skirt Height, 20"	1
198	0003405		Tank, Water, 500 Gallon, Poly, Ascendant Single Axle	1
199	0609872		Overflow, 4.00" Water Tank, Poly	1
200	0028104		Overflow, 4" Water Tank, Poly	1
201	0553729		Foam Cell Required	1
202	0003429		Not Required, Restraint, Water Tank, Heavy Duty	1
203	0624711		Not Required, Direct Tank Fill	1
204	0003491		Hose Bed, Alum, LS/RS, Ascendant Single Axle	1
205	0604069		Hose Bed Capacity 1000' of 5.00", Ascendant, PAP, PAL	1
206	0003512		Hose Restraint, Two (2) Hose Beds, Aerial, Front Strap, 1" Heavy Nylon Web Rear	1
207	0601895		Running Boards, Ascendant, PAL	1
208	0554004		Turntable Steps-Morton Cass, Swing-Down, LS/RS, Ascendant SA	1
209	0690023		Lights, Step (6), P25 LED, Swing Down Access Steps, Each Side	1
210	0074515		Wall, Rear, Smooth Aluminum	1
211	0624701		Tow Eyes (2), Ascendant 100' Aerial Tower, Ascendant Single Axle, 75' HAL	1
212	0624699		Construction, Compt, Alum, 3rd Gen, Ascendant Single Axle	1
213	0624694		Compt, LS F/H, Roll Drs, Ascendant Single Axle	1
214	0023672		Compt, LS Turntable, F/H, Roll Dr, Ascendant Single Axle	1
215	0624693		Compt, IPO Stairs, Not Required, LS	1
216	0624692		Compt, RS F/H, Roll Drs, Ascendant Single Axle	1
217	0023673		Compt, RS Turntable, F/H, Roll Dr, Ascendant Single Axle	1
218	0624691		Compt, IPO Stairs, Not Required, RS	1
			Compt, Rear, Amdor Rollup Door, Narrow, Ascendant Single Axle	1
			Color, Roll-up Door - AMDOR Satin Aluminum	
			Latch, Roll-up Door - Non-Locking Liftbar	
219	0594012		Doors, Amdor, Rollup, Side Compartments	8
			Qty, Door Accessory - 08	
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
220	0624690		Bumper, Rear, Aluminum Rub Rail, Ascendant Single Axle	1
221	0592591		Guard, Drip Pan, Roll-up Door, Mounted Special Height, PUC Std Dpth or 2nd Gen	6
			Qty, Door Accessory - 06	
			Location, Door Accessory - all left and right body compartments	
222	0659353		Lights, Compt, Amdor AY-9220 LED, Dual Light Strip	6
			Qty, - 06	
223	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
224	0600289		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial	9
			Qty, Shelf - 09	
			Material Finish, Shelf - DA Finish	
			Location, Shelves/Trays, Predefined - .Location To Be Determined	
225	0603179		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides, 3G, Ascendant Single Axle	4
			Qty, - 04	
			Location, Tray Slide-Out, Floor Mounted - RS1, RS3, LS1 and LS3	
			Material Finish, Tray - Painted - Spatter Gray	
226	0544614		Toolboard, Swing-out, Alum, .188", Peg Board, 3G	2
			Qty - 2	
			Location, Pivot - Front	
			Mounting, Toolboard - Stationary	
			Hole Diameter, Pegboard/Toolboard - .203" diameter	
			Finish, Pegboard/Toolboard - Brushed Finish	
			Location, Toolboard - LS2 and RS2	
227	0762913		Divider, Vertical	3
			Location - Passenger's side forward compartment, approximately 10" from the rearward wall and one (1) in each compartment over the rear wheel wells	

Line	Option	Type	Option Description	Qty
227			Qty, - 03	
			Material Finish, Partition - DA Finish	
228	0631062	SP	Hopper, Oil Dry, Compartment, Special Configuration Valve Location	1
			Location - LS1 compartment	
			Configuration - as directed by the FD	
			Latch, Door, Storage - "D" Handle Latch	
			Hopper Valve Location - as directed by the FD	
			Hopper Discharge - Flip Down	
			Hopper Capacity - 100 lbs - 16.9 gallons	
			Hopper Fill Door Location - Top	
229	0061917		Rub Rail, Aluminum Extruded, 3.12", Side of Body	1
230	0565606		Fender Crowns, Rear, S/S, w/Removable Fender Liner, Aerial, 3rd Gen	1
231	0519849		Not Required, Hose, Hard Suction	1
232	0626229		Handrails, Side Pump Panels, Per Print	1
233	0074030		Compt, Air Bottle, Dbl, in Fender Panel, Alum, 3rd Gen.	4
			Qty, Air Bottle Comp - 4	
			Location, Air Bottle - (1) LS Ahead Rr Wheel, (1) LS Behind Rr Wheel,	
			(1) RS Ahead Rr Wheel and (1) RS Behind Rr Wheel	
			Door Finish, Fender Compt - Polished	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - Rubber Matting	
234	0004220		Ladder, 35' Duo-Safety 1225-A 3-Sect	1
235	0600821		Ladder, 24' Duo-Safety 900A 2-Section, Ascendant Single Axle, 75' HAL	1
			Qty, - 01	
			Location, Extension Ladder - ladder storage	
236	0652176		Ladder, (2) 16' Duo-Safety 875-DR Roof	1
237	0542436		Ladder, 16' Duo-Safety 875-DR Roof	1
			Qty, - 01	
238	0024233		Not Required, Attic Extension Ladder	1
239	0600819		Ladder, 10' Duo-Safety Folding, 585A, Ascendant Single Axle, 75' HAL	1
			Qty, - 01	
			Location, Folding Ladder Aerial - ladder storage	
240	0624687		Ladders Stored at Rear, Ascendant Single Axle, Smooth Aluminum Doors	1
241	0602102		Lights, Torque Box Ladder Storage, Truck-Lite 44042C 2lts, LED, Round 4"	1
242	0775907		Pike Pole, 12' DUO Safety, Fiberglass	1
			Qty, - 01	
243	0789564		Pike Pole, 8' DUO Safety, Fiberglass, Aerial	2
			Qty, - 02	
244	0789566		Pike Pole, 6' DUO Safety, Fiberglass, Aerial	2
			Qty, - 02	
245	0789586		Pike Pole, 3' DUO Safety, Fiberglass, w/D Handle	2
			Qty, - 02	
246	0770578		Pike Pole Tubes, in Torque Box/Ladder Storage, ABS	7
			Qty, - 07	
247	0024388		No Steps Required, Front Of Body	1
248	0004435		Pump, Waterous, CSU, 2000 GPM, Single Stage	1
249	0004482		Seal, Mechanical, Waterous	1
250	0559769		Trans, Pump, Waterous C20 Series	1
251	0635600		Pumping Mode, Stationary Only	1
252	0605126		Pump Shift, Air w/Manual Override, Split Shaft, Interlocked, Waterous	1
253	0003148		Transmission Lock-up, EVS	1
254	0004547		Auxiliary Cooling System	1
255	0014486		Not Required, Transfer Valve, Stage Pump	1
256	0777650		Valve, Relief Intake, Akron, w/Pressure Features	1
			Pressure Setting - 125 psig	
257	0794959		Controller, Pressure, Pierce, Pump Boss, PBA300	1
258	0072153		Primer, Trident, Air Prime, Air Operated	1
259	0044552		Line, 0.50" Recirculating w/Check Valve	1
260	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
261	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
262	0775901		Plumbing and Manifolds, Stainless Steel, w/Foam System	1
263	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
264	0602448		Cap, Main Pump Inlet, Provided by Fire Department, NFPA 2016	1

Line	Option	Type	Option Description	Qty
265	0549887		Valve, w/Relief, RS Inlet, 6", Electric Cntrl, LED, Manual Override, Wat Pump	1
266	0549882		Valve, w/Relief, LS Inlet, 6", Electric Cntrl, LED, Manual Override, Wat Pump	1
267	0084610		Valves, Akron 8000 series- All	1
268	0004660		Inlet, Left Side, 2.50"	1
269	0029147		Not Required, Inlet, Right Side	1
270	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
			Qty, Inlets - 1	
271	0034720		Anode, Zinc, Pair, Pump Inlets	1
272	0004700		Control, Inlet, at Valve	1
273	0092569		No Rear Inlet (Large Dia) Requested	1
274	0092696		Not Required, Cap, Rear Inlet	1
275	0064116		No Rear Inlet Actuation Required	1
276	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
277	0092568		No Rear Auxiliary Inlet Requested	1
278	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
279	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
280	0004905		Outlet, Tank Fill, 1.50"	1
281	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
282	0092570		Not Required, Outlets, Left Side Additional	1
283	0004945		Outlet, Right Side, 2.50"	2
			Qty, Discharges - 02	
284	0092571		Not Required, Outlets, Right Side Additional	1
285	0005047		Outlet, 4" w/4" Right, Handwheel	1
			Valve, Brand - Akron	
286	0648906		Outlet, Front, 2.50" w/2.50" Plumbing	1
			Fitting, Outlet - 2.50" NST with 90 degree swivel	
			Drain, Front Outlet - Trident Swing Handle	
			Location, Front, Single - top of right bumper	
287	0798521		Outlet, Rear, 2.50", Through Tank, Ascendant Single Axle	1
			Qty, Discharges - 01	
			Location, Outlet - b) left side	
288	0092574		Not Required, Outlet, Rear, Additional	1
289	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
290	0085076		Caps for 1.50" to 3.00" Discharge, VLH	1
291	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
292	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
293	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
294	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
295	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
296	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
297	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
298	0005094		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 4.00" Storz	1
299	0005080		Reducer, 2.50" FNST x 1.50" MNST, w/Cap	6
			Qty, Adapter for Outlets - 06	
			Location, Adapter(s) - all 2.50" outlets	
300	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
301	0029106		Not Required, Deluge Outlet	1
302	0029302		No Monitor Requested	1
303	0029304		No Nozzle Req'd	1
304	0029107		No Deluge Mount	1
305	0047583		Waterway Outlet & Control, 4" Akron, Handwheel	1
306	0029167		Crosslays Sngl Sheet Unpainted, (2+) 1.50", Std. Cap	2
			Qty, Crosslays - 2	
307	0029196		Not Required, 2.50" Crosslay	1
308	0029260		Not Required, Speedlays	1
309	0591145		Hose Restraint, Crosslay/Deadlay, Top and Ends, Elastic Netting	2
			Qty, - 02	
310	0624939		Foam Sys, Husky 3, Single Agent, Multi Select Feature	1
			Discharge, Foam Locations - Front Bumper Right Side, Rear Outlet Left Side, Crosslay Front and Crosslay Rear	

Line	Option	Type	Option Description	Qty
310			Discharge, Foam Locations - Front Bumper Right Side, Rear Outlet Left Side, Crosslay Front and Crosslay Rear	
311	0012126		Not Required, CAF Compressor	1
312	0592527		Refill, Foam Tank, Integral, Husky 3	1
313	0031896		Demonstration, Foam System, Dealer Provided	1
314	0022539		Foam Cell, 20 Gallon, Reduce Water	1
			Type of Foam - Class "A"	
315	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1
316	0091079		Not Required, Foam Tank #2	1
317	0091112		Not Required, Foam Tank #2 Drain	1
318	0620530		Pump House, Side Control, 52", Control Zone, Aerial	1
319	0032479		Pump Panel Configuration, Control Zone	1
320	0562698		Step, Slide-Out/Fold-Out, Pump Operator Platform, Aerial	1
321	0667186		Light, Slide-Out Pump Operator Step, On Scene Solutions Access LED, Short Step	1
322	0005525		Material, Pump Panels, Side Control Brushed Stainless	1
323	0005578		Panel, Pump Access - Right Side Only	1
324	0035501		Pump House Structure, Std Height	1
325	0583824		Light, Pump Compt, Wln 3SC0CDCR LED White	1
			Qty, - 01	
326	0586382		Gauges, Engine, Included With Pressure Controller	1
327	0005601		Throttle Included w/ Pressure Controller	1
328	0549333		Indicators, Engine, Included with Pressure Controller	1
329	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
330	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
331	0062586		Gauge, Water Level, Class 1, Pierce Std	1
332	0060753		Water Level Gauge, Wln PSTANK, LED 1-Light, 4-Level	2
			Qty, - 02	
			Activation, Water Level G - pb) parking brake is applied	
			Location, Water Level Gauge - Each Side Custom Cab	
333	0062992		Gauge, Foam Level, (1) Tank, Class 1, 5lt	1
334	0593161		Light Shield, S/S LED	1
335	0606697		Air Horns, (2) Grover, In Bumper	1
336	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
337	0006066		Control, Air Horn, DS & PS Lanyard	1
338	0525667		Siren, Wln 295SLSA1, 100 or 200 Watt	1
339	0015283		Location, Elect Siren	1
			Location - on the engine tunnel mounting surface as directed by the FD at post paint or final inspection. run the siren cable to the top forward edge of the engine plate mounting area.	
340	0076156		Control, Elec Siren, Head Only	1
341	0601304		Speaker, (2) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
342	0601558		Location, Speaker, Frt Bumper, Recessed, Ea Side, Outside Frame, Inbrd (Pos 2/6)	1
343	0016080		Siren, Federal Q2B	1
344	0006097		Location of Siren, Recessed in Bumper	1
			Location, Siren, Mech - c) center	
345	0026160		Control, Mech Siren, Horn Ring, PS Foot Sw	1
346	0606715		Lightbar, Wln, Freedom IV-Q, 2-21.5", RRRRR RRRRR	1
			Filter, Whl Freedom Ltbrs - No Filters	
347	0540384		Lights, Front Zone, Wln M6*C LED, Clear Lens, in Common Bzl	1
			Color, Lt DS Front - Red	
			Color, Lt PS Front - Red	
348	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
349	0540687		Lights, Side Zone Lower, Wln M6* LED, Colored Lens, 3pr, Ovr 25	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Front - Red	
			Color, Lt Side Middle - Red	
			Color, Lt Side Rear - Red	
			Location, Lights Mid Side - Rearward of Crew Cab Doors	
			Location, Lights Rear Side - Over Rear Wheels	

Line	Option	Type	Option Description	Qty
350	0540783		Lights, Rear Zone Lower, Wln M6*C LED, Clear Lens Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red	1
351	0540793		Lights, Rear, Wln M6* LED, Colored Lens Color, Light - ae) red Location, Rear Lights - Rear compt bulkheads Qty, - 02 Control, Light - a) rear upper warning	2
352	0088745		Light, Rear Zone Upper, Wln L31HRFN LED Beacon, Red LED Color, Dome, Rear Warning - b)both domes red	1
353	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
354	0791501		Light, Traffic Directing, Wln TAL65, 36" Long LED, Aerials Activation, Traffic Dir L - Not Connected	1
355	0530074		Location, Traf Dir Lt, On Top of Body Below Turntable w/Trdplt Box	1
356	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
357	0023717		Electrical System, A/C w/Customer Installed Generator	1
358	0016691		Generator, Cust/Sales Rep Furnished (Installed by F.D.) Fill in Blank - Smart Power HR-6.2	1
359	0076769		Mounting, Hydraulic Generator In Hose Bed	1
360	0016751		Manual Start, Generator	1
361	0016757		Not Required, Remote Start, Generator	1
362	0016740		Not Required, Fuel System	1
363	0016767		Not Required, Oil Drain Extension, Generator	1
364	0016771		Not Required, Routing Exhaust, Generator	1
365	0006737		Circuit Breaker Panel w/Cust or Dealer Furn Generator Location, CB Panel - LS3 compartment on the forward wall Make/Model - Dealer provided and installed Smart Power HR6.2 hydraulic generator	1
366	0076607		Circuit Breaker Box, Subfeed Box Location - next to the main breaker box	1
367	0526992		Reel, Elect Cable, Akron, (3) Wire Qty, Cord Reels - 1 Reel Guide - b) Captive roller Finish, Reel - Painted Job Color Location, Electric Cord Reel - Above Pump, Left Side, 1 Reel	1
368	0006827		Cord, Electric, 12/3 Yellow, 3 Wire Lengths of Elect Cord - 1 Feet of Yellow Cord - e)200 Connection, Cord - Hubbell 20A 120V Twst Lock	1
369	0601951	SP	Box, Junc, Circle-D, 3Wire, 3-20A 120V SB, 1-20A 120 V TL Qty, - 01 Connection, Electric Plug / Inlet (Male) - Pigtail, 20A, 120V, TL Color, Electrical Junction Box, Circle D - High Visibility Yellow	1
370	0531897		Guide, Roller In Cargo Area Side Sheet Location - Driver's side of the dunnage area side sheet Qty, Roller Guide - 1	1
371	0006824		Holder, Junction Box, Tread Plate Aluminum Qty, - 1 Location, Junction Box Holder - Mount At Pick-Up	1
372	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab Qty, - 01 Location 1 - forward facing EMS cabinet in the crew cab area. Please provide wiring in a coil as the customer will ID the location of the receptacle at the post paint inspection trip AC Power Source - Shoreline to Shoreline Transfer Sw Cover, Receptacle - Interior Red Plastic Wall Plates(s)	1
373	0780360		Receptacle Strip, 20A 120V 6-Place, Interior Cab Qty, - 1 Location 1 - behind the Driver's seat AC Power Source - Gen to Shoreline Transfer Switch	1
374	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body Qty, - 01	1

Line	Option	Type	Option Description	Qty
374			Location 1 - Please provide wiring in a coil in the LS1 compartment as the customer will ID the exact location of the receptacle at the post paint inspection trip AC Power Source - Gen to Shoreline Transfer Switch Cover, Receptacle - Interior Red Plastic Wall Plate	
375	0779718		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 2nd, Interior Body Qty, - 01	1
376	0016891		Location 1 - Please provide wiring in a coil in the LS2 compartment as the customer will ID the exact location of the receptacle at the post paint inspection trip AC Power Source - Gen to Shoreline Transfer Switch Cover, Receptacle - Interior Red Plastic Wall Plate Reel, Chassis Air, Lo Pressure, Tools w/200' Hose	1
			Location - as directed by the FD Qty, Reel - 1 Reel Guide - a) Nylatron guide Finish, Reel - Painted Royal Blue	
377	0519934		Not Required, Brand, Hydraulic Tool System	1
378	0649753		Not Required, PTO Driven Hydraulic Tool System	1
379	0649750		Not Required, Hydraulic Reels	1
380	0786787		Aerial, 107' ASL Single Axle, Active Damping System, 750/500 Tip, 35 MPH Wind	1
381	0000042		Boom Support, Rear of the Chassis Cab	1
382	0762413		Light, Boom Support, Amdor AY-LB-12HW012, 12" LED	1
383	0799560		Boom Support Compartment, Not Required	1
384	0680821		Boom Panel, Pair	1
385	0636748		Paint Color, Predefined - #10 white Indicator, Extension, Inside and Outside Handrails, Every 5'	1
			Color - 2) red	
386	0521271		Steps, Folding, Four, Aerial Device, Eberhard	1
387	0688232		Rung Covers, Aerial Device	1
			Rung Cover Color - Safety Yellow	
388	0678711		Brackets, Stokes Storage, Base Section, Inboard of Boom Panel Qty, - 01	1
			Location, Aerial Device - right side	
389	0678815		Brackets Only, Axe, 6lb or 8lb, Aerial Fly Section	1
390	0784202		Brackets Only, Roof Ladder, Base Section, Inboard of Boom Panel, Ascendant Qty, - 02	2
			Location, Aerial Device - each side	
			Roof Ladder, Make/Model, Multi-Select - 16' Duo-Safety 875-A-DR	
391	0601972		Lights, Turntable Walkway, P25, LED	1
392	0762396		Light, Turntable Console, Amdor AY-LB-12HW012, LED Strip Light	1
393	0624684		Control Stations, ASL Single Axle, MUX, Color Display	1
394	0624682		Stabilizers, One Set, Ascendant Single Axle	1
			Material, Stabilizer Pad - Composite	
395	0548902		Door, Stabilizer Control Box, Stainless Steel	1
396	0624678		Hydraulic System, Ascendant Single Axle	1
397	0615180		Swivels, w/Encoder, ASL Single Axle, (28 Collector Rings)	1
398	0624676		Electrical System, ASL Single Axle, MUX	1
399	0670920		Lights, WIn MPB* Micro LED Trk Lights Only, 2lts PAL	1
			Color, WIn Lt Housing - Black Paint	
400	0653677		Lighting, Rung, LED, TecNiq, 4 Section, Base, Lower/Upper Mid, Fly Control, Aerial Rung Lighting - Turntable Sw w/Master Batt Sw	1
			Color, Lt Aerial Fly Sect - Blue	
			Color, Lt Aerial Base Sect - Blue	
			Color, Lt Aerial Lower Mid Sect - Blue	
			Color, Lt Aerial Upper Mid Sect - Blue	
401	0540725		Lights, Stabilizer Warn (1) Set, WIn M6* LED, Rear Colored Lens	1
			Color, Lt Rr Stabilzr Pan - r) Pan Light Red	
402	0617469		Lights, WIn T0R00FRR LED 2", Stabilizer Beam (1) Set, Ascendant	1
403	0768550		Lights, Stabilizer Scene, Amdor AY-LB-12HW012, 12", 3lts LED, Ascendant Single	1
404	0657229		AC Power To Aerial Tip, Duplex Household, 15A, HAL, ASL	1
405	0689485		Light, FRC, Spectra, SPA570-K20 LED, 120 Volt, Pedestal Mount @ Tip, Pal/Hal Qty, - 02	2

Line	Option	Type	Option Description	Qty
405			Location, Sw, Arl AC Lts - 3 Pos	
			Location, Plat/Tip AC Lts - C) Drvr and Pass	
406	0594648		Intercom, 2-Way Fire Research ICA900 Hands Free	1
407	0540895		Not Required, Breathing Air to Tip, Aerial Ladder	1
408	0024742		Not Required, Mask, Breathing Air To Tip	1
409	0610887		Aerial Pedestal, Ascendant Single Axle	1
410	0604457		Lifting Eye Assembly, Rope Rescue Attachment, ASL	1
411	0536374		Turntable Access, ManSaver Bars, Red	1
412	0624672		Waterway, High Flow, 1500 GPM, ASL	1
413	0632855		Monitor, Akron 3480 StreamMaster II Electric w/Extended Vertical Travel	1
			Nozzle, Monitor 1 PAL - Akron 5178 Electric 1500 gpm	
414	0542380		Wireless Monitor Remote Control, Akron	1
415	0010758		Flow Meter, Waterway, PAL, 110' Ascendant, MUX	1
416	0624671		Inlet, 5.00" w/5.00" Aluminum, Plumbing at Rear, Ascendant Single Axle	1
417	0673128		Quick-Lock Waterway Locking System, 100' HDL/MDL, 105' HDL, ASL	1
418	0768548		Label, Pinnable Waterway Lock, Ascendant	1
419	0047897		Tools, Aerial	1
420	0559494		Manuals and Training, 3 Consecutive Days, Ascendant Ladder, PAL	1
421	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
422	0602497		NFPA Required Loose Equipment, Quint, NFPA 2016, Provided by Fire Department	1
423	0519913		Not Required, Soft Suction Hose	1
424	0027023		No Strainer Required	1
425	0602534		Extinguisher, Dry Chemical, Quint NFPA 2016, Provided by Fire Department	1
426	0602352		Extinguisher, 2.5 Gal. Pressurized Water, Quint, NFPA 2016, Provided by Fire Dept	1
427	0007482		Not Required, Crowbars	1
428	0007484		Not Required, Claw Tools	1
429	0602883		Axe, Flathead, Quint NFPA 2016, Provided by Fire Department	1
430	0602670		Axe, Pickhead, Quint NFPA 2016, Provided by Fire Department	1
431	0007494		Not Required, Sledgehammers	1
432	0559682		Paint, Two Tone, Cab, w/Shield, Custom Cab	1
			Paint Color, Predefined - #90 Red	
			Paint Color, Upper Area, Predefined - #10 White	
433	0645807		Paint Chassis Frame Assy, With Liner, E-Coat, All Joints Sealed	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
434	0693797		No Paint Required, Aluminum Front Wheels	1
435	0687653		Paint, Rear Wheels, Single Axle, Alum-Stl	1
			Paint, Wheels - Black #101	
436	0007234		Compartment, Unpainted, D/A Finished	1
437	0792617		Aerial Ladder Paint, ASL-Single Axle, E-Coat	1
			Paint Color, Aerial Device - White 10	
			Paint Color, Egress - #90 Red	
			Paint Color, Turntable - White 10	
			Paint Color, Boom Support - black 101	
			Paint Color, Cylinders - white 10	
			Paint Color, Aerial Control Console - white 10	
438	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - e) black	
			Color, Reflect Band - B - p) black	
			Color, Reflect Band - C - za) black	
439	0007356		Reflective across Cab Face	1
440	0624670		Stripe, Chevron, Rear, Diamond Grade, Aerial, Ascendant Single Axle	1
			Color, Rear Chevron DG - fluorescent yellow green	
441	0598754		Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade	
442	0079341		Jog, In Reflective Stripe "Hockey Stick"	2
			Qty, - 02	
443	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - e) black	
444	0033179		Lettering Specifications, Reflective	1
445	0686111		Lettering, Reflective, 11.00", (21-40)	1
			Outline, Lettering - Outline and Shade	

Line	Option	Type	Option Description	Qty
446	0017268		Decals, Customer furnished, Pierce installed, Per Pair	1
			Qty, - 1	
447	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
448	0652945		E-Coat, Under Body/Chassis Component Package	1
			Paint Color, E-Coat - Black	
449	0631674		E-Coat, TAK-4 Components, Front Axle, Black	1
450	0529225		Manuals, Two (2) CD, Fire Apparatus Parts, Custom Chassis	1
451	0531636		Manual, Two (2) CD, Chassis Service, Custom	1
452	0531638		Manual, Two (2) CD, Chassis Operation, Custom	1
453	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
454	0696696		Warranty, Engine, Detroit DD13, 5 Year, WA0180	1
455	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
456	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
457	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
458	0777368		Warranty, Axle, 2 Year, Meritor, General Service, WA0328	1
459	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
460	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
461	0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
462	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
463	0695416		Warranty, Pierce Camera System, WA0188	1
464	0708760		Warranty, Not Applicable, LED Strip Lights	1
465	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
466	0685945		Warranty, Transmission Cooler, WA0216	1
467	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
468	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
469	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
470	0063510		Warranty, Pump, Waterous, 5 Year Parts, WA0225	1
471	0648675		Warranty, 10 Year S/S Pumping, WA0035	1
472	0657990		Warranty, Foam System, Husky 3, WA0231	1
473	0006999		Warranty, Structure, 20 Year, Aerial Device, WA0052	1
474	0687388		Warranty, Swivels, 5 Year, Aerial Device, WA0197	1
475	0685727		Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200	1
476	0687327		Warranty, Waterway, 10 Year, Aerial Device, WA0198	1
477	0595860		Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047	1
478	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
479	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
480	0683627		Certification, Vehicle Stability, CD0156	1
481	0610839		Certification, Engine Installation, Enforcer, Detroit DD13, 2016, CD0146	1
482	0686786		Certification, Power Steering, CD0098	1
483	0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
484	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
485	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
486	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
487	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
488	0631976		Certification, Cab Heater and Defroster, Saber FR/Enforcer, CD0131	1
489	0631971		Certification, Cab Air Conditioning Performance, Saber FR/Enforcer, CD0135	1
490	0545073		Amp Draw Report, NFPA Current Edition	1
491	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
492	0799248		Appleton/Florida BTO	1
493	0000049		Ascendant BODY	1
494	0000012		PIERCE CHASSIS	1
495	0562778		DD13 ENGINE	1
496	0046396		EVS 4000 Series TRANSMISSION	1
497	0020011		WATEROUS PUMP	1
498	0020009		POLY TANK	1
499	0028048		FOAM SYSTEM	1
500	0020006		SIDE CONTROL	1
501	0020007		AKRON VALVES	1
502	0020015		ABS SYSTEM	1
503	0658751		Manufacturing Attribute	1

**CHARTER TOWNSHIP OF PLYMOUTH
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FEBRUARY 26, 2019**

**ITEM G
SUPERVISOR AND TRUSTEE
COMMENTS**

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

**ITEM H
PUBLIC COMMENTS AND QUESTIONS
(Limited to 3 Minutes)**

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES MEETING
FEBRUARY 26, 2019**

**ITEM I
ADJOURNMENT**