

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019**

CALL TO ORDER

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019

ITEM A
ROLL CALL

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019**

**RECOGNITION OF INTERNATIONAL
FIREFIGHTER'S DAY**

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019

ITEM B
PLEDGE OF ALLEGIANCE

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019**

**ITEM C
APPROVAL OF AGENDA
TUESDAY, APRIL 23, 2019**

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

Tuesday, April 23, 2019
7:00 PM



CALL TO ORDER AT _____ P.M.

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

RECOGNITION OF INTERNATIONAL FIREFIGHTERS DAY

- B. PLEDGE OF ALLEGIANCE**

- C. APPROVAL OF AGENDA**
Tuesday, April 23, 2019

- D. APPROVAL OF CONSENT AGENDA**

- D.1 Approval of Minutes:**
Regular Meeting – Tuesday, April 9, 2019

- D.2 Acceptance of Communications, Resolutions, Reports**
Building Department Monthly Report-March, 2019
Fire Department Monthly Report-March, 2019
Police Department Monthly Report-March, 2019
FOIA Monthly Report – Clerk's Office, March, 2019
FOIA Monthly Report – Police Department, March, 2019

- D.3 Approval of Township Bills:**

FUND	ACCT	ALREADY PAID	TO BE PAID	TOTAL:
General Fund	101	\$326,110.00	\$147,555.60	\$473,665.60
Solid Waste Fund	226	3,042.63	103,122.18	106,164.81
Improvement Revolving (Capital)	246	0.00	0.00	0.00

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

Tuesday, April 23, 2019
7:00 PM



Drug Forfeiture Fund	265	0.00	2,521.00	2,521.00
Drug Forfeiture State	266	0.00	0.00	0.00
Drug Forfeiture IRS	267	0.00	0.00	0.00
Golf Course Fund	510	0.00	77.94	77.94
Senior Transportation	588	3,468.60	15.96	3,484.56
Water/Sewer Fund	592	221,719.30	15,976.58	237,695.88
Trust and Agency	701	27,645.64	0.00	22,645.64
Police Bond Fund	702	7,654.00	0.00	7,654.00
Tax Pool	703	0.00	0.00	0.00
Special Assessment Capital	805	38.01	7,926.50	7,964.51
TOTALS:		\$589,678.18	\$277,195.76	\$866,873.94

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

F. NEW BUSINESS

1. WTUA Swap Agreement, **Resolution #2019-04-23-43**, *WTUA Director Aaron Sprague and Supervisor Kurt Heise*
2. IFT Abatement Request from Webasto SE, at Schoolcraft Business Park, **Resolution #2019-04-23-44**, *Clerk Jerry Vorva, Attorney Kevin Bennett*

Provide opportunity for taxing authorities to comment on abatement request.

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

Tuesday, April 23, 2019
7:00 PM



3. Beck Road Hotel Project PUD Consideration, **Resolution #2019-04-23-45**
Planning Director Laura Haw and Attorney Kevin Bennett
4. 2019 Park Projects Intergovernmental Agreement with Wayne County,
Resolution #2019-04-23-46, *Supervisor Kurt Heise and Engineer Dave Richmond*
5. Fireworks Ordinance Revisions, First Reading, Ordinance 1016, Amendment# 24,
Resolution #2019 -04-23-47, *Attorney Kevin Bennett*
6. Historic District Ordinance, Second Reading, Ordinance 1016, Amendment #23,
Resolution #2019- 04-23-48, *Trustee Jack Dempsey*

G. SUPERVISOR AND TRUSTEE COMMENTS

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

I. ADJOURNMENT

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

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

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019**

CONSENT AGENDA

**ITEM D.1
APPROVAL OF MINUTES –
REGULAR MEETING
TUESDAY, APRIL 9, 2019**

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, APRIL 9, 2019**

PROPOSED MINUTES

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

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

MEMBERS ABSENT: None

OTHERS PRESENT: Dan Kudra, Police Lieutenant
Dan Phillips, Fire Chief
Kevin Bennett, Township Attorney
David Richmond, PE, Spalding DeDecker
Laura Haw, AICP, NCI, Planning Director
Cindy Kushner, Finance Director
Sandra Groth, Deputy Clerk
Sue Brams, Executive Assistant to the Supervisor
Alice Geletzke, Recording Secretary
22 Members of the Public

B. PLEDGE OF ALLEGIANCE – Boy Scouts Gabe Schmoll, Ethan Delfin and Joseph Plant.

Supervisor Heise introduced Cynthia Fell, Dispatch Supervisor, and Cassandra Bulmer, Police Service Aid, who were present to accept the Proclamation in honor of National Public Safety Telecommunicators Week. Supervisor Heise also read a letter from Jordyn Sellek of the Conference of Western Wayne who oversees the 911 system. He personally extended his gratitude for Ms. Fell's work on the MSAG (Master Street Address Guide).

Supervisor Heise introduced new Wayne County Commissioner Melissa Daub who offered the services of her office. Trustee Curmi had questions for her regarding the slow County response to road and drainage ditch repairs.

C. APPROVAL OF AGENDA

Tuesday, April 9, 2019

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, APRIL 9, 2019**

PROPOSED MINUTES

Moved by Clerk Vorva and seconded by Trustee Dempsey to approve the agenda for the Board of Trustees regular meeting of April 9, 2019.

D. APPROVAL OF CONSENT AGENDA

D.1 Approval of Minutes:

Regular Meeting – Tuesday, March 26, 2019

D.2 Acceptance of Communications, Resolutions, Reports

N/A

D.3 Approval of Township Bills:

FUND	ACCT	ALREADY PAID	TO BE PAID	TOTAL:
General Fund	101	\$2,382,877.42	\$117,485.96	\$2,500,363.38
Solid Waste Fund	226	3,399.52	307.88	3,707.40
Improvement Revolving (Capital)	246	0.00	0.00	0.00
Drug Forfeiture Fund	265	0.00	21,681.30	21,681.30
Drug Forfeiture State	266	331.66	0.00	331.66
Drug Forfeiture IRS	267	0.00	0.00	0.00
Golf Course Fund	510	70,421.10	\$96.09	70,517.19
Senior Transportation	588	3,075.84	153.64	3,229.48
Water/Sewer Fund	592	58,738.10	34,409.99	93,148.09
Trust and Agency	701	6,899.39	0.00	6,899.39

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, APRIL 9, 2019**

PROPOSED MINUTES

Police Bond Fund	702	1,950.00	0.00	1,950.00
Tax Pool	703	2,274.73	0.00	2,274.73
Special Assessment Capital	805	0.00	3,670.75	3,670.75
TOTALS:		\$2,707,773.77	\$2,529,967.76	\$177,805.61

Trustee Heitman requested a change on Page 6 of the minutes, under Trustee Comments. He asked that "more than" 50% of the signatures be changed to "almost had". Supervisor Heise asked for a change on Page 5, changing the increases noted from 2.5% for the first three years of the contract to 2%, 2.5% and 2.5%, 3% and 3% for the full five year contract.

Moved by Trustee Heitman and seconded by Clerk Vorva to approve the consent agenda, as amended, for the Board of Trustees regular meeting of April 9, 2019. Ayes all.

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

Susan Bondie had questions regarding the truck traffic congestion at Five Mile and Beck Roads.

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

F. NEW BUSINESS

1. Public Hearing on Fence Ordinance Text Amendments, *Clerk Jerry Vorva*

Moved by Trustee Doroshewitz and seconded by Trustee Curmi to open the public hearing at 7:13 p.m. Ayes all on a roll call vote.

Carol Leroue made several suggestions for changes in the amendment such as on Page 46, not requiring the chain link fence to be powder coated in a muted natural color as this would greatly increase costs for someone living on a large piece of property. On Page 47, she had suggestions about openings in decorative fencing for fire hose. On Page 48 she questioned the size and placement of dog runs, and on

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, APRIL 9, 2019**

PROPOSED MINUTES

Page 49, Item D, she objected to having the decorative side of fences facing neighbors who are not paying for them.

There being no further public comment, it was moved by Trustee Doroshewitz and seconded by Clerk Vorva to close the public hearing at 7:21 p.m. Ayes all on a roll call vote.

2. Fence Ordinance Text Amendments, **Resolution #2019-04-09-40**, *Planning Director Laura Haw*

Ms. Haw noted that only the sections highlighted in red are the changes to the ordinance. She reviewed the discussions at the public hearing of the Planning Commission and the Study Session of the Board with members of the Planning Commission and Zoning Board of Appeals in attendance.

Board members discussed further the suggestions of Mrs. Leroue, and Ms. Haw said the requirement for powder coating the chain link fencing in muted colors could be stricken, if desired; however, turning the good side of the fence toward the neighbors was a courtesy and standard practice. With many fences now being vinyl, it wasn't often an issue.

Moved by Trustee Doroshewitz and seconded by Treasurer Clinton to approve the final reading of the Text Amendment to Zoning Ordinance No. 99, Article VI (Single Family Residential Fences, with the friendly amendment that chain link fences are not required to be powder coated, **Resolution #2019-04-09-40**, to become effective 7 days after publication. Ayes all on a roll call vote.

3. Historic District Ordinance, First Reading, **Resolution #2019-04-09-41**, *Trustee Jack Dempsey and Planning Director Laura Haw*

Ms. Haw and Trustee Dempsey reviewed the many benefits to adopting an ordinance which provides for the establishment of historic districts, and it was a recommendation of the Arts, Recreation and Heritage Committee of the Citizens Advisory Council that such an ordinance be presented to the Board. The Planning Commission has also heard comments regarding property owner benefits at a public work session. The ordinance provides that districts can only be created by application of an owner of real property within the proposed district. A Federal historic preservation tax credit exists and HB4100 has been introduced to restore the Michigan tax credit. If the bill is signed into law, Township property owners will be enabled to qualify per the ordinance.

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BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, APRIL 9, 2019**

PROPOSED MINUTES

Board members discussed pros and cons of the ordinance and possible locations of historic buildings that might qualify.

Wendy Harless, Chairperson of the Plymouth Preservation Network, spoke regarding their advocacy of preservation in the Township and City. She referred to the website ***PlymouthMIDiscoveries*** which lists some of the historic sites in the Township and to the study by Michigan Preservation Network which found enhanced property values in historic districts in Ann Arbor, Bay City, Grand Rapids and Kalamazoo.

The Board recessed briefly at 8:20 p.m. and returned to open session at 8:30 p.m.

Moved by Trustee Dempsey and seconded by Clerk Vorva to approve the first reading of the proposed Historic District Ordinance #1016, Amendment #23 and, further to schedule the second reading and Board adoption for the regularly scheduled Board of Trustees meeting on April 23, 2019. **Resolution #2019-04-09-41.** Ayes all on a roll call vote.

4. Presentation by Public Safety Committee, Citizens Advisory Council

Committee members Susan Bondie, Tim Keirnan, and Jennifer Wells gave a presentation regarding their goals and their recommendations for both the Fire and Police Departments. Other committee members are Don Howard, James Knittel, Mike Scopone, Richard Sharland, Stephen Yaros, Greg Barterian, and Yousef Hegazi. They also thanked their advisors, Fire Chief Dan Phillips and Police Lieutenants Jon Brothers and Dan Kudra.

5. Legal Opinion regarding GFL Recycling Fee Request – *Attorney Kevin Bennett*

Attorney Bennett reviewed his legal opinion regarding GFL's proposal that the Township agree to modification of the contract, which expires on 9/26/22, regarding recycling. He found the Township is under no contractual obligation to agree to GFL's proposal, though whether to agree to their request is a discretionary consideration for the Board.

Moved by Supervisor Heise and seconded by Clerk Vorva that the Board of Trustees direct the Township Attorney to communicate to GFL our intention to continue residential curbside recycling without additional fee pursuant to our 2015-2022 Waste Hauling Contract with GFL and consistent with the Township Attorney's Opinion Memo of April 3, 2019. Ayes all on a roll call vote.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, APRIL 9, 2019**

PROPOSED MINUTES

6. Approval of Solid Waste Budget for 2019, **Resolution #2019-04-09-42**,
Finance Director Cindy Kushner

Mrs. Kushner reviewed the budget with Board members.

Moved by Clerk Vorva and seconded by Trustee Heitman to approve the Fiscal Year 2019 Charter Township of Plymouth Solid Waste Fund Budget, **Resolution #2019-04-09-42**.

7. Update on 2019 Sidewalk Projects – *Township Engineer Dave Richmond*

David Richmond gave a presentation on the work done thus far on the sidewalk gap and replacement programs. Wayne County Road Initiative Program excess funds are now allowed to be used toward filling sidewalk gaps. Areas identified are Ann Arbor Trail between Township limits and Township Park and on North Territorial from the Township limits to Beacon Meadows Subdivision.

Board members discussed with Mr. Richmond the difficulties in obtaining right-of-ways for easements, placement difficulties, the use of eminent domain, and the possibility of "hawk signal" installation for access continuity to the park from the south side. In the other area, the route around the cemetery is being considered. It was agreed to keep things moving, doing what can be done.

In regard to the repair program, the homeowners are notified of repairs needed, can make them themselves, or the Township makes a resolution regarding the necessity for repair and has the Treasurer assess the homeowner. He reviewed the two sections inspected.

G. SUPERVISOR AND TRUSTEE COMMENTS

Supervisor Heise announced the Township will have a table at the "Chamber Showcase and Taste of Plymouth" at the Inn of St. John's on Monday, April 15. Township offices will be closed all day Good Friday, pursuant to the new personnel agreements. Friendship Station will be open, however, with a pancake breakfast at 10 a.m. The April 23 meeting will be extremely busy.

Trustee Dempsey announced the hosting by the Plymouth Library of a series of programs that relate to a documentary that will appear on PBS, American Creed.

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TUESDAY, APRIL 9, 2019**

PROPOSED MINUTES

Trustee Curmi had comments on forwarding the recreational marijuana opt-out ordinance; requested a Board of Review report; and requested tax abatement applicants send responsible, knowledgeable people to the meetings.

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

There were none.

I. ADJOURNMENT

Moved by Trustee Heitman and seconded by Trustee Dempsey to adjourn the meeting at 10:10 p.m. Ayes all.

Jerry Vorva, Township Clerk

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019**

CONSENT AGENDA

**ITEM D.2
ACCEPTANCE OF COMMUNICATIONS,
RESOLUTIONS, REPORTS
BUILDING DEPARTMENT REPORT
MARCH, 2019**

CHARTER TOWNSHIP OF PLYMOUTH
DEPARTMENT OF BUILDING & CODE ENFORCEMENT



MONTHLY REPORT

**MARCH
2019**

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
Buddy's Pizza	15075 Beck RD	Tenant Finish	380,000	Issued	February
St John's Conference Center	44045 Five Mile	Bathroom updates	60,000	Issued	March
Burrough's	41100 Plymouth Rd	Remodel 18 bathrooms	225,000	Issued	March
Peak Wealth Management	41011 Ann Arbor RD	Interior remodel	80,000	Issued	March
Adient US LLC	49200 Halyard	Phase 2D Interior	1,250,000	Issued	March

Total Construction Value

2,428,200

Grand Total Construction Value

2,428,200

[illegible]



Revenue Breakdown Report

Page: 1 of 27

04/01/2019

Filter: All Records, Transaction.DateToPostOn in <Previous month> [03/01/19 - 03/31/19] AND

Transaction.TransactionNumber Not = 67,079 AND

Transaction.TransactionNumber Not = 67,078

Unit Totals		
Unit Name	Records	Revenue
	207	185,297.20
TOTAL	207	185,297.20

Record Type Totals		
Unit:	Records	Revenue
Permit	207	185,297.20
UNIT TOTAL:	207	185,297.20

Record Type Breakdowns		
Unit:		
Record Type: Permit	Records	Revenue
Building	104	57,921.00
Electrical	24	5,703.00
Mechanical	51	7,620.00
Plumbing	17	3,547.00
Sewer & Water	11	110,506.20
TOTAL:	207	185,297.20

74,791.20

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	0			
March	1			
April				
May				
June				
July				
August				
September				
October				
November				
December				
Totals	1	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	1	0	\$ -	-

Certificate of Occupancy List

23 of 24 01/2019

1/1

CofO Number	Status	Issued To	Address	CofO and Permit Dates	
OF19-0007 <u>Permit Number</u> PB14-0613	ISSUED (FINAL) <u>Applicant Name</u> Bosch Corporation	Bosch Corporation	15000 HAGGERTY <u>Contractor</u>	<u>CO Date Apply:</u> 03/05/2019 <u>Permit Date Apply:</u> 08/28/2014	<u>CO Date Finaled:</u> 03/05/2019 <u>Permit Date Issued:</u> 0/03/2014
OF19-0008 <u>Permit Number</u> PB18-0975	ISSUED (FINAL) <u>Applicant Name</u> Thompson Foundation	Thompson Foundation	47079 FIVE MILE RD <u>Contractor</u>	<u>CO Date Apply:</u> 03/19/2019 <u>Permit Date Apply:</u> 10/10/2018	<u>CO Date Finaled:</u> 03/19/2019 <u>Permit Date Issued:</u> 0/29/2018
OF19-0009 <u>Permit Number</u> PB19-0128	ISSUED (FINAL) <u>Applicant Name</u> FAW US Reserach & Development INC	FAW US Reserach & Developm	47659 HALYARD <u>Contractor</u>	<u>CO Date Apply:</u> 03/21/2019 <u>Permit Date Apply:</u> 03/18/2019	<u>CO Date Finaled:</u> 03/21/2019 <u>Permit Date Issued:</u> 3/21/2019
OF19-0010 <u>Permit Number</u> PB18-0844	ISSUED (FINAL) <u>Applicant Name</u> HILTON GARDEN	HILTON GARDEN	14600 SHELDON <u>Contractor</u>	<u>CO Date Apply:</u> 03/21/2019 <u>Permit Date Apply:</u> 09/07/2018	<u>CO Date Finaled:</u> 03/21/2019 <u>Permit Date Issued:</u> 1/28/2018

All Records
Co.DateFinaled Between 3/1/2019 12:00:00 AM AND
3/31/2019 11:59:59 PM AND
Co.Status = ISSUED (FINAL)

Number of CofO's: 4

Temporary Certificates of Occupancy

Date	Address	Occupant	Category	Permit
March 5, 2019	12607 Vintage LN	Menard Builders	Residential	PB17-1119

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019**

CONSENT AGENDA

**ITEM D.2
ACCEPTANCE OF COMMUNICATIONS,
RESOLUTIONS, REPORTS
FIRE DEPARTMENT REPORT
MARCH, 2019**



Plymouth Township Fire Department

Monthly Report

March 2019

Response Information:

The Plymouth Township Fire Department responded to **231** emergencies this month.

There was an average of **7.45** runs per day this month.

PTFD's average response time was **5 minutes, 36 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	1	7
Northville City	2	
Northville Township	1	7

EMS Information:

There were **152** patients transported this month.

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

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

The remainder of **36** patients were not transported for various reasons.

Plymouth transports billed out **\$21,485.11** this month, received **\$20,918.00** and have **\$61,064.10** in outstanding bills. Of this amount **\$10,035.06** is over 180 days.

Fire Loss:

There were **4** fires this month that accounted for **\$36,000.00** worth of damage to possessions and property. We prevented the destruction of **\$6,800,000.00** in property.

Fire Prevention:

Plymouth Township Fire Department provided **65** comprehensive fire inspections to businesses within Plymouth Township.

In January run a 12 month/year end report of previous year.

Reports Included:

CLEMIS Reports

Incidents Section

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

Local Section

- Fire Department Response Times
 - Turnout Time
 - Response Time

Health EMS

Agency Productivity

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

Billing Summary

Inspection Report

Total count for Public Education – Review Fire Modules Calendar

Legend - include total training modules

2/8/14

Incident Type Count Report

Date Range: From 3/1/19 To 3/31/19

Selected Station(s): all



	<u>Count</u>	
Station:		
321 - EMS call, excluding vehicle accident with injury	2	.9%
322 - Vehicle accident with injuries	1	.4%
Total - Rescue & Emergency Medical Service Incidents	3	1.3%
Total for Station	3	1.3%
Station: MA		
321 - EMS call, excluding vehicle accident with injury	4	1.7%
Total - Rescue & Emergency Medical Service Incidents	4	1.7%
611 - Dispatched & cancelled en route	1	.4%
Total - Good Intent Call	1	.4%
Total for Station	5	2.2%
Station: ST1		
111 - Building fire	2	.9%
113 - Cooking fire, confined to container	1	.4%
131 - Passenger vehicle fire	1	.4%
Total - Fires	4	1.7%
300 - Rescue, emergency medical call (EMS) call, other	1	.4%
321 - EMS call, excluding vehicle accident with injury	64	27.7%
322 - Vehicle accident with injuries	8	3.5%
Total - Rescue & Emergency Medical Service Incidents	73	31.6%
554 - Assist invalid	1	.4%
561 - Unauthorized burning	1	.4%
Total - Service Call	2	.9%
611 - Dispatched & cancelled en route	3	1.3%
622 - No incident found on arrival at dispatch address	1	.4%
Total - Good Intent Call	4	1.7%
700 - False alarm or false call, other	6	2.6%
745 - Alarm system sounded, no fire - unintentional	1	.4%
Total - False Alarm & False Call	7	3.0%
9001 - Dispatch Error	1	.4%
Total - Special Incident Type	1	.4%

3714

	<u>Count</u>	
Total for Station	91	39.4%
Station: ST2		
321 - EMS call, excluding vehicle accident with injury	49	21.2%
322 - Vehicle accident with injuries	3	1.3%
Total - Rescue & Emergency Medical Service Incidents	52	22.5%
554 - Assist invalid	2	.9%
Total - Service Call	2	.9%
622 - No incident found on arrival at dispatch address	1	.4%
Total - Good Intent Call	1	.4%
742 - Extinguishing system activation	1	.4%
Total - False Alarm & False Call	1	.4%
9001 - Dispatch Error	1	.4%
Total - Special Incident Type	1	.4%
Total for Station	57	24.7%
Station: ST3		
300 - Rescue, emergency medical call (EMS) call, other	1	.4%
321 - EMS call, excluding vehicle accident with injury	53	22.9%
322 - Vehicle accident with injuries	6	2.6%
324 - Motor vehicle accident with no injuries	1	.4%
Total - Rescue & Emergency Medical Service Incidents	61	26.4%
413 - Oil or other combustible liquid spill	1	.4%
444 - Power line down	1	.4%
Total - Hazardous Conditions (No fire)	2	.9%
500 - Service Call, other	1	.4%
561 - Unauthorized burning	1	.4%
Total - Service Call	2	.9%
611 - Dispatched & cancelled en route	5	2.2%
Total - Good Intent Call	5	2.2%
700 - False alarm or false call, other	2	.9%
733 - Smoke detector activation due to malfunction	2	.9%
734 - Heat detector activation due to malfunction	1	.4%
Total - False Alarm & False Call	5	2.2%
Total for Station	75	32.5%
	231	100.0%

Municipal Response Times Report

For Dates Beginning 3/1/19 Ending 3/31/19

Incident Types selected for analysis: All

For All Priority Types



29 of 219

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	129	57.85	129	57.85	62	29.25	62	29.25	17	8.17	17	8.17	6	2.78	6	2.78	6	2.79	6	2.79
1 - 2	79	35.43	208	93.27	103	48.58	165	77.83	24	11.54	41	19.71	7	3.24	13	6.02	8	3.72	14	6.51
2 - 3	8	3.59	216	96.86	33	15.57	198	93.40	35	16.83	76	36.54	8	3.70	21	9.72	20	9.30	34	15.81
3 - 4	5	2.24	221	99.10	7	3.30	205	96.70	29	13.94	105	50.48	18	8.33	39	18.06	28	13.02	62	28.84
4 - 5	1	0.45	222	99.55	4	1.89	209	98.58	33	15.87	138	66.35	23	10.65	62	28.70	32	14.88	94	43.72
5 - 6	1	0.45	223	100.00	3	1.42	212	100.00	26	12.50	164	78.85	33	15.28	95	43.98	33	15.35	127	59.07
6 - 7	0	0.00	223	100.00	0	0.00	212	100.00	17	8.17	181	87.02	39	18.06	134	62.04	31	14.42	158	73.49
7 - 8	0	0.00	223	100.00	0	0.00	212	100.00	12	5.77	193	92.79	24	11.11	158	73.15	19	8.84	177	82.33
8 - 9	0	0.00	223	100.00	0	0.00	212	100.00	7	3.37	200	96.15	22	10.19	180	83.33	19	8.84	196	91.16
9 - 10	0	0.00	223	100.00	0	0.00	212	100.00	3	1.44	203	97.60	15	6.94	195	90.28	6	2.79	202	93.95
10 +	0	0.00	223	100.00	0	0.00	212	100.00	5	2.40	208	100.00	21	9.72	216	100.00	13	6.05	215	100.00

Incident
Total

223

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 57.85

Percent less than or equal to 90 Seconds 82.51

Average Fire Department Turn Out Time 1 minute(s) 31 second(s)
(Dispatch to Enroute)

Average Fire Department Turn Out and Travel Time 5 minute(s) 36 second(s)
(Dispatch to Arrive)

Average Municipal Response Time 6 minute(s) 32 second(s)
(Alarm to Arrive)

Percentile Response Times in Accordance with NFPA Standards

PSAP Processing Time less than 60 seconds 57.85%
(Alarm to Dispatch)

Fire Department Turn Out Time less than 60 seconds 29.25%
(Dispatch to Enroute)

Fire Department Travel Time less than 4 minutes 50.48%
(Enroute to Arrive)

4/18/19

Listing of Mutual Aid Responses by Mutual Aid Department



Time Period: 3/1/19 - 3/31/19

Department: Canton Twp FD

Mutual aid received

190000533	3/3/19 10:52:19AM	1	08204	44525 W ANN ARBOR RD
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<i>Subtotal Mutual aid received</i>		1		
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Mutual aid given

190000573	3/8/19 6:55:44PM	3	08204	8201 HONEY LN
190000575	3/8/19 7:27:48PM	3	08204	1150 S CANTON CENTER
190000601	3/12/19 11:20:22AM	3	08204	42500 CHERRY HILL
190000618	3/15/19 10:14:14AM	3	08204	8400 N BECK
190000637	3/18/19 5:54:39AM	3	08204	12275 APPLETREE DR
190000718	3/28/19 2:33:56PM	3	08204	8633 HONEYTREE
190000726	3/29/19 9:37:26AM	3	08204	6406 PICKWICK

<i>Subtotal Mutual aid given</i>		7		
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<i>Subtotal Canton Twp FD</i>		8		
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Department: City of Northville FD

Mutual aid received

190000533	3/3/19 10:52:19AM	1	08232	44525 W ANN ARBOR RD
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<i>Subtotal Mutual aid received</i>		1		
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Automatic aid received

190000624	3/16/19 7:43:19AM	2	08232	14707 NORTHVILLE RD
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<i>Subtotal Automatic aid received</i>		1		
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<i>Subtotal City of Northville FD</i>		2		
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Department: Northville Twp FD

Mutual aid received

190000647	3/19/19 9:52:29AM	1	08255	41079 CONCEPT DR
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<i>Subtotal Mutual aid received</i>		1		
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Mutual aid given

190000528	3/2/19 10:35:26AM	3	08255	41600 SIX MILE RD
190000537	3/4/19 8:58:23AM	3	08255	BECK RD
190000629	3/17/19 5:15:18AM	3	08255	15700 HAGGERTY RD
190000630	3/17/19 5:15:22AM	3	08255	15700 HAGGERTY RD

Time Period: 3/1/19 - 3/31/19

31 of 219

190000668	3/23/19 12:53:56AM	3	08255	15870 HAGGERTY RD
190000670	3/23/19 9:02:45AM	3	08255	16100 HAGGERTY RD
190000744	3/31/19 12:49:37PM	3	08255	18182 BLUE HERON DR

Subtotal Mutual aid given 7

Subtotal Northville Twp FD 8

Total 17

7814

Agency Activity Summary

Plymouth Township Fire Dept

Agency: Plymouth Township Fire Dept | Service Date: From 03/01/2019 Through 03/31/2019

Total Number of ePCRs: 152

Total Number of Incidents: 151

By Branch

01 Station 1 = 47

02 Station 2 = 50

03 Station 3 = 55

Run Disposition

	#	%		#	%
Treated/Transported	36	23.7%	Dead Prior To Arrival	3	2.0%
Treated / Transferred Care	80	52.6%	Dead After Arrival	N/A	N/A
Treated/No Transport (AMA)	26	17.1%	Treat/Transported by Private Veh.	1	0.7%
Treated / No Transport (Per Protocol)	2	1.3%	Assist	2	1.3%
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	2	1.3%			
Left Blank	N/A	N/A			

Run Type

	#	%		#	%
Emergency Runs	152	100.0%	Non-Emergency Runs	N/A	N/A
Stand By	N/A	N/A	Stand By	N/A	N/A
Mutual Aid	6	3.9%	Mutual Aid	N/A	N/A
Interfacility	N/A	N/A	Interfacility	N/A	N/A
Intercept	N/A	N/A	Intercept	N/A	N/A

Emergency Runs (Scheduled)

	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	Prior Arr	Dead After Arr	T/T Pnv Veh	No Trans/ Ref Care	Assist	Other	No Pat Found
RES1	48	16	22	7	1	0	1	1	0	0	0	0	0	0
RES2	48	10	25	9	0	0	0	2	0	1	0	1	0	0
RES3	56	10	33	10	1	0	1	0	0	0	0	1	0	0
Total	152	36	80	26	2	0	2	3	0	1	0	2	0	0

Runs by Service Level

Dispatched Service Level	#	%	Recommended Service Level	#	%
BLS	18	11.8%	BLS	118	77.6%
ALS	134	88.2%	ALS1	32	21.1%
SCT	N/A	N/A	ALS2	2	1.3%
			SCT	N/A	N/A
			Rotary Wing	N/A	N/A
			Fixed Wing	N/A	N/A

8/14

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	%
Private Ins.	2	1.3%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2	1.3%
Medicare	1	0.7%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	0.7%
None	121	79.6%	34	22.4%	2	1.3%	N/A	N/A	N/A	N/A	157	103.3%

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

Description	#	%
Abdominal Pain	2	1.3%
Alt. Level Conscious	8	5.3%
Anxiety	9	5.9%
Asthma Symptoms	1	0.7%
Back Pain (No Trauma)	1	0.7%
Behavioral Disorder	2	1.3%
CVA/Stroke	2	1.3%
Cardiac Arrest	4	2.6%
Cardiac Symptoms	5	3.3%
Chest Pain	8	5.3%
Diabetic Symptoms	3	2.0%
Dyspnea-SOB	6	3.9%
Elevated Temp/Fever	1	0.7%
Flu Symptoms	2	1.3%
Monitoring Required	2	1.3%
Nausea	1	0.7%
No Medical Problem	6	3.9%
Nose Bleed	1	0.7%
OB/Gyn	1	0.7%
Obvious Death	2	1.3%
Pneumonia Symptoms	1	0.7%
Poisoning	1	0.7%
Post-Op Complication	1	0.7%
Psychiatric Emerg.	3	2.0%
Respiratory Failure	1	0.7%
Seizure	6	3.9%
Syncope/Fainting	9	5.9%
Trauma Injury	26	17.1%
Unconscious	4	2.6%
Unknown Medical	9	5.9%
Urination Problem	1	0.7%
Vomiting	1	0.7%
Weakness	17	11.2%
Left Blank	5	3.3%
Total	152	100.0%

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Runs by Dispatch (EMD) Code

<u>Description</u>	<u>#</u>	<u>%</u>
1 Abdominal Pain	2	1.3%
10 Chest Pain [non-traumatic]	11	7.2%
12 Convulsions/Seizures	9	5.9%
17 Falls	28	18.4%
19 Heart Problems A.I.D.C	1	0.7%
23 Overdose/poisoning	3	2.0%
25 Psychiatric/Abnormal behavior/Suicide Attempt	9	5.9%
26 Sick Person	23	15.1%
28 Stroke [CVA]	3	2.0%
29 Traffic/Accidents	12	7.9%
30 Traumatic Injuries	5	3.3%
31 Unconscious/Fainting	10	6.6%
32 Unknown Problem	8	5.3%
6 Breathing Problems	10	6.6%
88 Not applicable	9	5.9%
9 Cardiac or Respiratory Arrest/Death	5	3.3%
99 Unknown	3	2.0%
<i>Left Blank</i>	1	0.7%
<i>Total</i>	152	100.0%

10/8/14

Transport From (Category)

	#	%
—Left Blank—	152	100.0%
Total	152	100.0%

Transport From (Facility)

	#	%
—Left Blank—	152	100.0%
Total	152	100.0%

Transport To (Destination Facility)

	#	%
St Mary Livonia ER	86	56.6%
—Left Blank—	33	21.7%
St Joe Ann Arbor ER	9	5.9%
Providence Park ER-Novi	7	4.6%
UNIVERSITY OF MICHIGAN ER	6	3.9%
Henry Ford West Bloomfield	3	2.0%
No transport	2	1.3%
C.S. Mott Children's Hospital	2	1.3%
Beaumont Farmington Hills (Botsford)	1	0.7%
Detroit Medical Center	1	0.7%
Henry Ford MAIN	1	0.7%
Beaumont Canton	1	0.7%
Total	152	100.0%

Incident Summary by Incident Type

For Dates: 3/1/19 - 3/31/19



Incident Type	Incident Count	Average Response Time	Total Loss	Total Value
No Shift Entered				
No Station Entered				
Rescue & Emergency Medical Service Incidents	3	68,035:52:12	\$ 0.00	\$ 0.00
Total for No Station Entered	3	68,035:52:12	\$ 0.00	\$ 0.00
Total for No Shift Entered	3.00	68,035:52:12	\$ 0.00	\$ 0.00
Shift: A				
Station: MA				
Rescue & Emergency Medical Service Incidents	1	00:00:40	\$ 0.00	\$ 0.00
Total for Station: MA	1	00:00:40	\$ 0.00	\$ 0.00
Station: ST1				
Fires	1	00:06:59	\$ 25,000.00	\$ 6,800,000.00
Rescue & Emergency Medical Service Incidents	27	00:06:08	\$ 0.00	\$ 0.00
Good Intent Calls	4	00:02:19	\$ 0.00	\$ 0.00
False Alarm & False Calls	2	00:06:13	\$ 0.00	\$ 0.00
Total for Station: ST1	34	00:05:43	\$ 25,000.00	\$ 6,800,000.00
Station: ST2				
Rescue & Emergency Medical Service Incidents	13	00:07:20	\$ 0.00	\$ 0.00
Total for Station: ST2	13	00:07:20	\$ 0.00	\$ 0.00
Station: ST3				
Rescue & Emergency Medical Service Incidents	21	00:07:28	\$ 0.00	\$ 0.00
Service Calls	1	00:08:44	\$ 0.00	\$ 0.00
Good Intent Calls	1	00:00:00	\$ 0.00	\$ 0.00
False Alarm & False Calls	2	00:04:33	\$ 0.00	\$ 0.00
Total for Station: ST3	25	00:06:59	\$ 0.00	\$ 0.00
Total for Shift: A	73.00	00:06:22	\$ 25,000.00	\$ 6,800,000.00
Shift: B				
Station: MA				
Rescue & Emergency Medical Service Incidents	1	00:06:33	\$ 0.00	\$ 0.00
Good Intent Calls	1	00:00:00	\$ 0.00	\$ 0.00
Total for Station: MA	2	00:03:17	\$ 0.00	\$ 0.00
Station: ST1				
Fires	3	00:04:42	\$ 11,000.00	\$ 0.00
Rescue & Emergency Medical Service Incidents	21	00:06:42	\$ 0.00	\$ 0.00
Service Calls	1	00:08:04	\$ 0.00	\$ 0.00
False Alarm & False Calls	1	00:07:20	\$ 0.00	\$ 0.00
Total for Station: ST1	26	00:06:33	\$ 11,000.00	\$ 0.00
Station: ST2				

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Incident Summary by Incident Type

Incident Type	Incident Count	Average Response Time	Total Loss	Total Value
Rescue & Emergency Medical Service Incidents	21	00:07:31	\$ 0.00	\$ 0.00
Service Calls	1	00:06:22	\$ 0.00	\$ 0.00
Good Intent Calls	1	00:03:32	\$ 0.00	\$ 0.00
False Alarm & False Calls	1	00:05:03	\$ 0.00	\$ 0.00
Special Incident Types	1	00:00:01	\$ 0.00	\$ 0.00
Total for Station: ST2	25	00:06:55	\$ 0.00	\$ 0.00
Station: ST3				
Rescue & Emergency Medical Service Incidents	16	00:06:13	\$ 0.00	\$ 0.00
Hazardous Conditions (No fire)	1	00:07:45	\$ 0.00	\$ 0.00
False Alarm & False Calls	3	00:07:54	\$ 0.00	\$ 0.00
Total for Station: ST3	20	00:06:33	\$ 0.00	\$ 0.00
Total for Shift: B	73.00	00:06:35	\$ 11,000.00	\$ 0.00
Shift: C				
Station: MA				
Rescue & Emergency Medical Service Incidents	2	00:03:57	\$ 0.00	\$ 0.00
Total for Station: MA	2	00:03:57	\$ 0.00	\$ 0.00
Station: ST1				
Rescue & Emergency Medical Service Incidents	25	00:05:02	\$ 0.00	\$ 0.00
Service Calls	1	00:08:25	\$ 0.00	\$ 0.00
False Alarm & False Calls	4	00:04:36	\$ 0.00	\$ 0.00
Special Incident Types	1	00:00:01	\$ 0.00	\$ 0.00
Total for Station: ST1	31	00:04:56	\$ 0.00	\$ 0.00
Station: ST2				
Rescue & Emergency Medical Service Incidents	18	00:06:39	\$ 0.00	\$ 0.00
Service Calls	1	00:04:53	\$ 0.00	\$ 0.00
Total for Station: ST2	19	00:06:33	\$ 0.00	\$ 0.00
Station: ST3				
Rescue & Emergency Medical Service Incidents	24	00:07:05	\$ 0.00	\$ 0.00
Hazardous Conditions (No fire)	1	00:08:39	\$ 0.00	\$ 0.00
Service Calls	1	00:09:51	\$ 0.00	\$ 0.00
Good Intent Calls	4	00:00:00	\$ 0.00	\$ 0.00
Total for Station: ST3	30	00:06:17	\$ 0.00	\$ 0.00
Total for Shift: C	82.00	00:05:47	\$ 0.00	\$ 0.00
Total	231.00	883:41:07	\$ 36,000.00	\$ 6,800,000.00

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Aging Summary
PLYMOUTH MONTHLY AGING REPORT
 Report As Of March 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
1MRP	PAPER - MEDICARE	1	0.00	698.00	0.00	0.00	0.00	0.00	0.00	698.00
APPL	APPEAL PATIENT 30	5	0.00	980.75	0.00	0.00	0.00	727.91	100.00	1808.66
BCBS	ELECT BCBS	6	2085.60	1248.00	0.00	0.00	0.00	710.00	0.00	4041.60
CAID	ELECT MEDICAID	1	0.00	0.00	0.00	596.00	0.00	0.00	0.00	596.00
CAIP	PAPER MEDICAID RE	2	0.00	0.00	680.00	0.00	0.00	0.00	700.40	1380.40
CARE	ELECT - MEDICARE	4	1265.20	737.60	0.00	0.00	0.00	0.00	560.00	2562.80
CAREBL	ELECT MEDICARE PI	1	682.40	0.00	0.00	0.00	0.00	0.00	0.00	682.40
CRED	MHR REFUND CREDI	1	0.00	0.00	0.00	0.00	0.00	0.00	-269.21	-269.21
HOLD	HOLD FOR 30 DAYS	1	0.00	0.00	0.00	0.00	0.00	375.00	0.00	375.00
INSU	PAPER INS PRIMARY	3	698.00	0.00	0.00	125.00	0.00	722.00	0.00	1545.00
NEIC	ELECT INS NEIC	1	0.00	572.00	0.00	0.00	0.00	0.00	0.00	572.00
NEICCAID	ELECT MEDICAID NE	3	767.60	0.00	538.40	548.00	0.00	0.00	0.00	1854.00
PCAR	PAPER MEDICARE	1	0.00	513.20	0.00	0.00	0.00	0.00	0.00	513.20
PRIV	REQUEST PRIVATE F	1	0.00	552.80	0.00	0.00	0.00	0.00	0.00	552.80
PRV2	PAPER - PRIVATE PA	48	13850.84	9189.00	4349.12	0.00	25.00	0.00	125.00	27538.96
REVIEW	REVIEW	15	0.00	1306.00	3215.23	3051.00	0.00	0.00	136.50	7708.73
SINS	PAPER INS SECOND	1	0.00	95.23	0.00	0.00	0.00	0.00	0.00	95.23
TIME	TIME PAY ACCOUNT	2	0.00	0.00	126.16	0.00	0.00	0.00	496.00	622.16
U	MHR HOLD FOR MHF	29	0.00	0.00	0.00	0.00	0.00	0.00	8186.37	8186.37
Totals		126	19349.64	15890.58	8908.91	4320.00	25.00	2534.91	10035.06	61064.10

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	19	8.64	19	30.65	12350.00	59.04
0433	ALS II EMERGENCY	1	0.45	1	1.61	800.00	3.82
0429	BLS EMERGENCY	11	5.00	11	17.74	5500.00	26.29
0425MC	CMS MILEAGE	63	28.64	11	17.74	756.00	3.61
0425	MILEAGE	126	57.27	20	32.26	1512.00	7.23
Totals For All		220		62		20918.00	

Credit Summary
 Summary By Credit As - Code Description
PLYMOUTH MONTHLY CREDIT REPORT

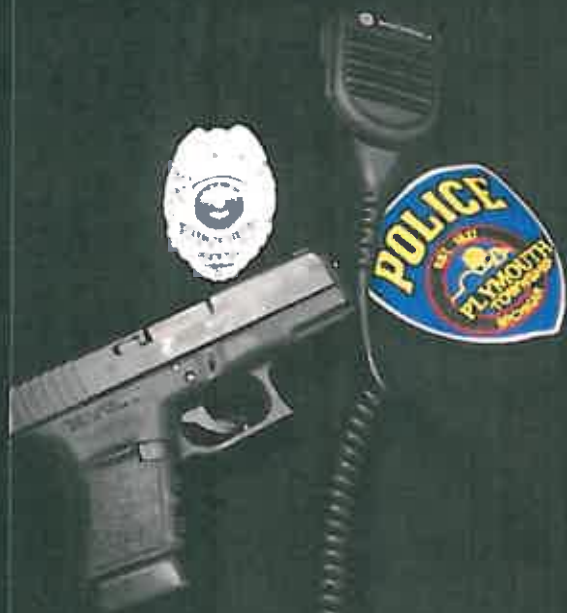
ID	Description	Credits	QTY %	Amount	Amount %
2	Adjustment	19	21.84	2326.83	10.83
1	Other Payment	22	25.29	4636.09	21.58
6	Patient Payment	10	11.49	2085.79	9.71
5	Write Off	36	41.38	12436.60	57.88
Totals For All		87		21485.11	

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**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019**

CONSENT AGENDA

**ITEM D.2
ACCEPTANCE OF COMMUNICATIONS,
RESOLUTIONS, REPORTS
POLICE DEPARTMENT REPORT
MARCH, 2019**



2019 MONTHLY REPORTS

PLYMOUTH
TOWNSHIP
POLICE

MARCH

WWW.PLYMOUTH.TWP.ORG

PART-ONE CRIMES

January 1, 2019 through December 31, 2019

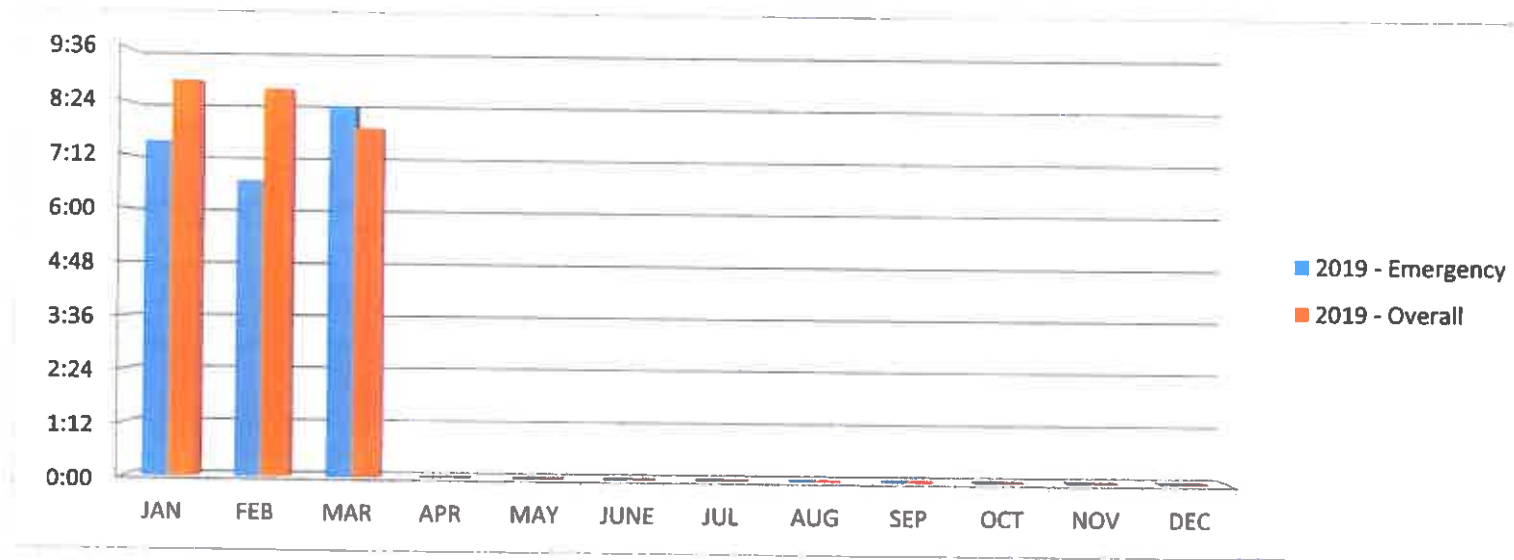
2019	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
Murder	0	0	0										
CSC	0	0	0										
Robbery	0	0	0										
Aggravated Assault	0	3	1										
Burglary	2	1	0										
Larceny	18	9	16										
Auto Theft	1	2	3										
Arson	0	0	0										
Retail Fraud	1	2	0										
Total	22	17	20	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	38	53										
All Other Crimes	101	90	86										
Total	140	128	139	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	6:39	8:19	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00
2019 - Overall	8:53	8:42	7:51	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	1,266	1,121	1,365	0	0	0	0	0	0	0	0	0	3,752
# of Non-Emergency Calls	2,602	2,381	2,319	0	0	0	0	0	0	0	0	0	7,302
Total													

POLICE AND FIRE RESPONSE

2019	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD
City Police	1,497	1,322	1,146	0	0	0	0	0	0	0	0	0	3,965
Township Police	1,255	1,025	1,410	0	0	0	0	0	0	0	0	0	3,690
Township Fire	282	240	234	0	0	0	0	0	0	0	0	0	756
City Fire	108	86	73	0	0	0	0	0	0	0	0	0	267
Total	3,142	2,673	2,863	0	0	0	0	0	0	0	0	0	8,678

TRAFFIC ACCIDENT SUMMARY

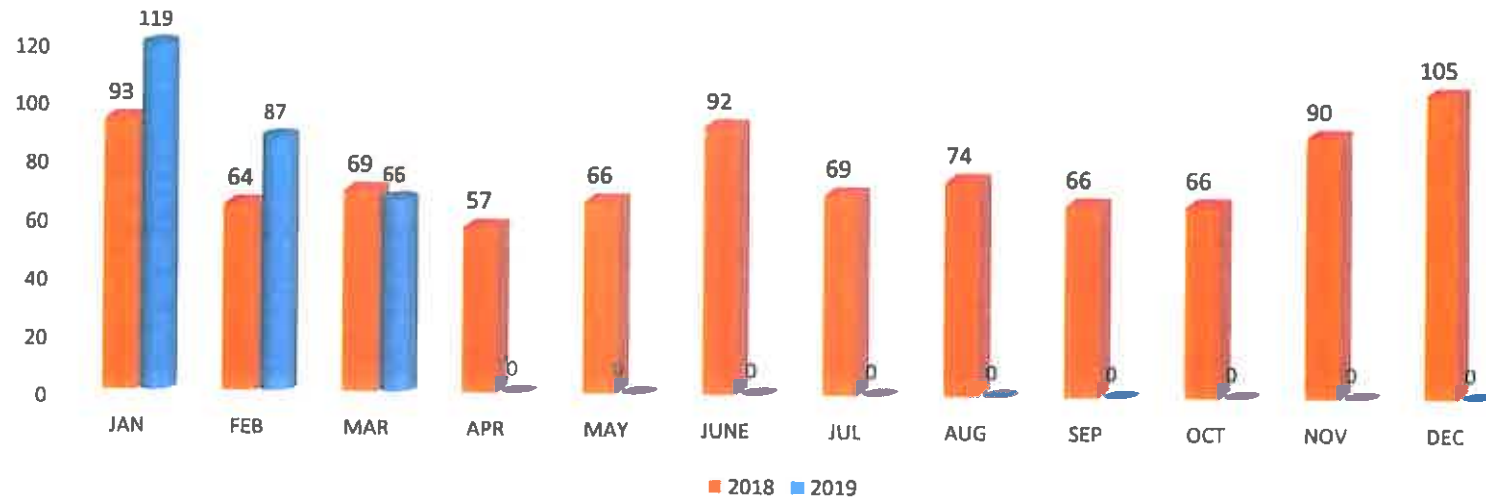
JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

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	5	10	0	0	0	0	0	0	0	0	0	29
Property Damage	92	63	47	0	0	0	0	0	0	0	0	0	202
Private Property	13	19	9	0	0	0	0	0	0	0	0	0	41
Hit and Run	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	119	87	66	0	0	0	0	0	0	0	0	0	272

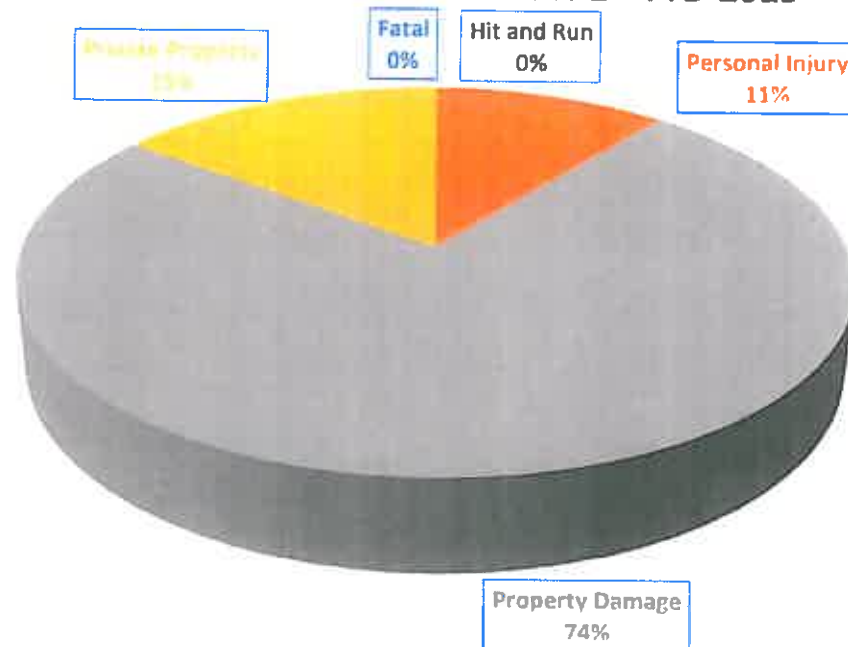
JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

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

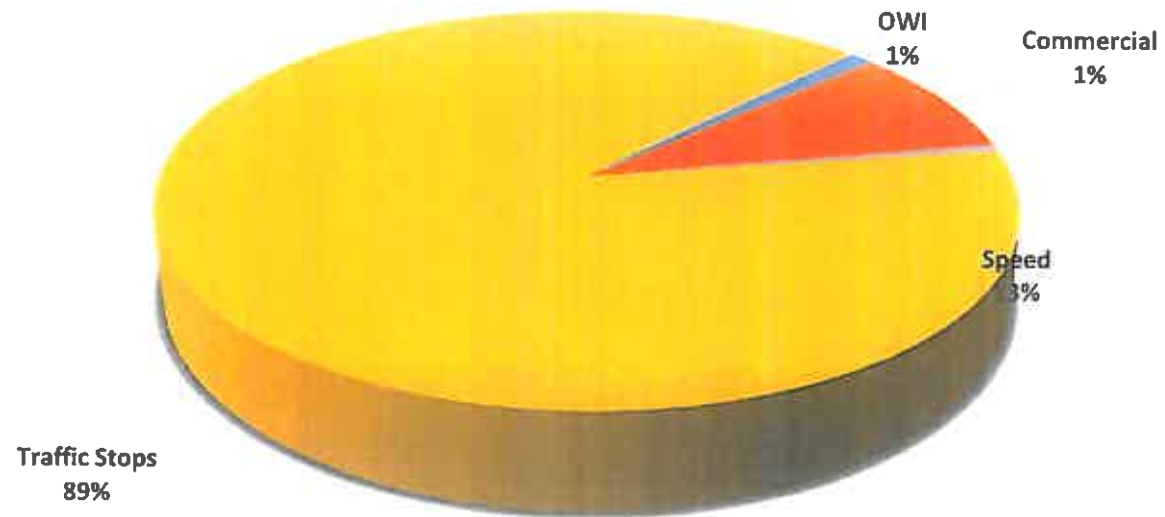


TRAFFIC VIOLATION SUMMARY

		January 1, 2019 through December 31, 2019											
2019	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
OWI	5	1	10	0	0	0	0	0	0	0	0	0	16
Speed	41	40	53	0	0	0	0	0	0	0	0	0	134
Commercial	8	0	1	0	0	0	0	0	0	0	0	0	9
Traffic Stops	509	384	474	0	0	0	0	0	0	0	0	0	1,367

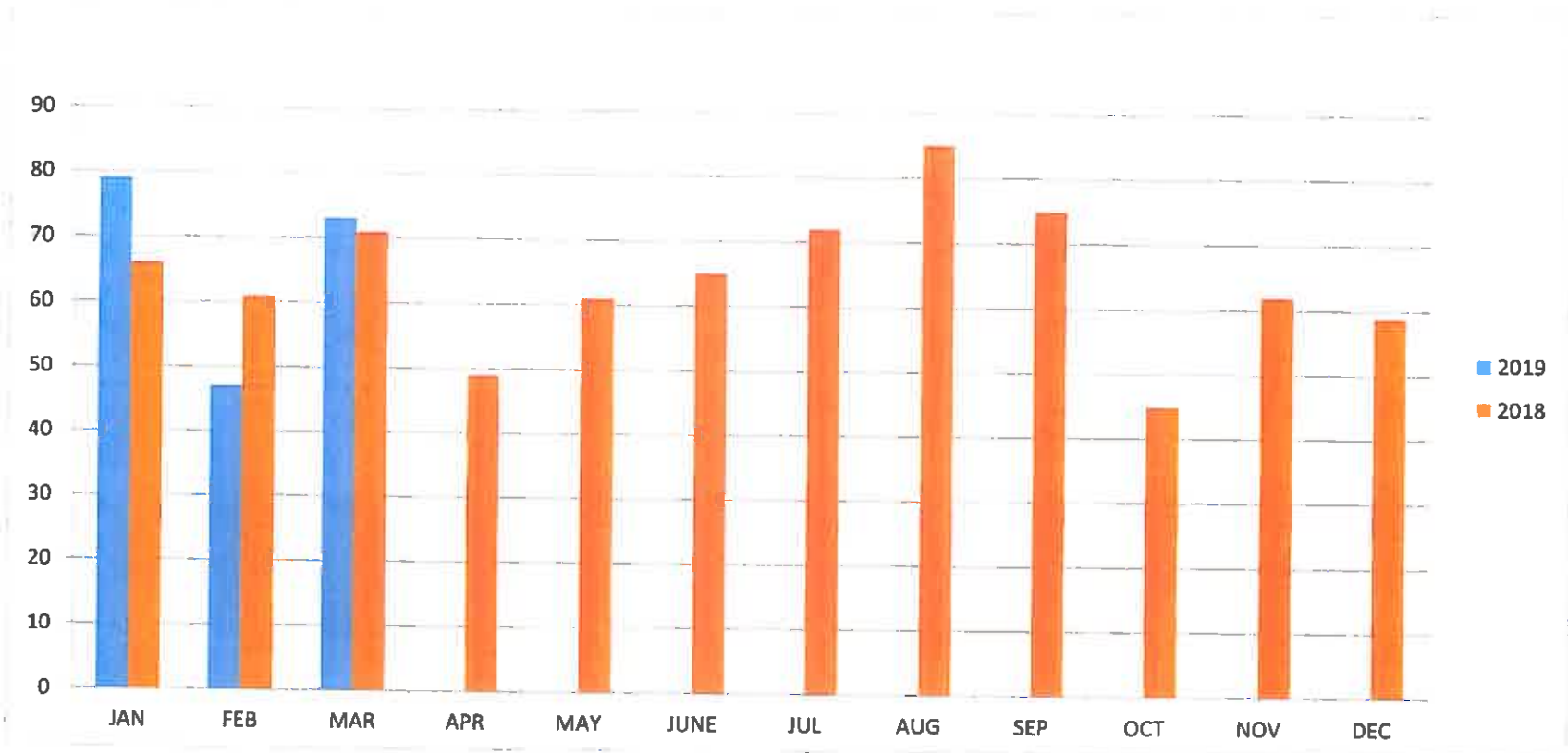
		Number of Arrests											
2019	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT	NOV	DEC	YTD TOTAL
Felony	14	5	9	0	0	0	0	0	0	0	0	0	28
Misdemeanor	65	42	64	0	0	0	0	0	0	0	0	0	171
Citations	262	192	237	0	0	0	0	0	0	0	0	0	691
Total	341	239	310	0	0	0	0	0	0	0	0	0	890

**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	47	73	0	0	0	0	0	0	0	0	0	199
2018	66	61	71	49	61	65	72	85	75	45	62	59	771



**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019**

CONSENT AGENDA

**ITEM D.2
ACCEPTANCE OF COMMUNICATIONS,
RESOLUTIONS, REPORTS
FOIA MONTHLY REPORT - CLERK
MARCH, 2019**

FOIA Monthly Report

Run Date: 04/01/2019 8:01 AM

Create Date	Company Name	Customer Full Name	Type of Information Requested	Amount of Payment
3/6/2019	Herndon & Associates	Jeffrey Terski	Fire Report	
3/8/2019	RPS Group	Consultant Kayla Spriegel	Assessing Records Building Environment al Fire Report Outstanding Liens/Assessments Public Services-Works	
3/11/2019	Metropolitan Reporting Bureau		Fire Report	
3/11/2019	Environmental Resources Group	Taylor Vergin	Environmental	
3/13/2019		Ms Bryanna Haight	Building	
3/13/2019	Pepper Pike Capital Partners	James Derow	Zoning	
3/15/2019	Nephew Law	Ryan Nephew	Building	
3/15/2019		Debra Prasad	Building	
3/15/2019	Law Office of Julie Gurman	ILS Agent Megan Hoertsch	Fire Report	
3/19/2019	Plymouth Township Fire Department	Guy Villet	Budget	
Total Requests: 10				Total Dollars: 0

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019**

CONSENT AGENDA

**ITEM D.2
ACCEPTANCE OF COMMUNICATIONS,
RESOLUTIONS, REPORTS
FOIA MONTHLY REPORT - POLICE
MARCH, 2019**

PD FOIA Monthly Report

Run Date: 04/01/2019 8:01 AM

Create Date	Company Name	Customer Full Name	Type of Information Requested	Amount of Payment
3/2/2019	Florida State University	Ms. Kristen Neville	Police Records	
3/6/2019		Edward Duke	Police Records	0.00
3/6/2019	WXYZ	Kimberly Russell	Police Records	0.00
3/7/2019		Mr Jeffrey Maes	Police Records	0.00
3/8/2019		Deborah Maloni	Police Records	0.00
3/14/2019		Scott Shinn	Police Records	9.78
3/14/2019	Millenium Wireless Technology	Jordan Swartz	Police Records	0.00
3/15/2019		Janith Rolston	Police Records	0.00
3/18/2019		Megan Kampsen	Police Records	0.00
3/19/2019		ms connie aldrich	Police Records	0.00
3/22/2019	Vanderveer Garzia Law	Donald Brownell	Police Records	158.09
3/22/2019		David Coleman	Police Records	0.00
3/23/2019		Ms. Sharon Baran	Police Records	
3/25/2019		David Kramer	Police Records	15.71
3/26/2019		Alea Shinn	Police Records	3.90
3/28/2019		Jozef Jarzab	Police Records	0.00
3/29/2019	Bajorek Law Firm	David Bajorek	Police Records	0.00
3/29/2019		Adamandios Tsakos	Police Records	0.00
3/27/2019		Sam Bernstein	Police Records	0.00
3/18/2019		Metropolitan Reporting Bureau	Police Records	0.00
3/14/2019	Metropolitan Reporting Bureau	Metropolitan Reporting Bureau	Police Records	0.00
3/1/2019		Marc Saubier	Police Records	0.00
3/1/2019	Saubier Law Firm PC	Chrystal Orlando	Police Records	0.00
3/1/2019		Sarah Kane	Police Records	0.00
3/18/2019	Cherokee Insurance	LexisNexis	Police Records	0.00
Total Requests: 25				Total Dollars: 187.48

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019**

CONSENT AGENDA

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

BOARD DATE

4/23/2019

FUND NAME	FUND NUMBER	TOTAL INC PAYROLL	PAYROLL & INVOICES PAID PRIOR TO MEETING	INVOICES PAID AFTER BOARD REVIEW
GENERAL FUND	101	473,665.60	326,110.00	147,555.60
SWD	226	106,164.81	3,042.63	103,122.18
IMPROV. REV.	246	-	-	
DRUG FORFEITURE	265	2,521.00	-	2,521.00
DRUG FORFEITURE	266	-	-	
DRUG FORFEITURE	267	-	-	
GOLF COURSE FUND	510	77.94	-	77.94
SENIOR TRANSPORTATION	588	3,484.56	3,468.60	15.96
WATER & SEWER	592	237,695.88	221,719.30	15,976.58
TRUST & AGENCY	701	27,645.64	27,645.64	
POLICE BOND FUND	702	7,654.00	7,654.00	
TAX POOL	703	-	-	
SPECIAL ASSESS CAPITAL	805	7,964.51	38.01	7,926.50
	TOTAL	866,873.94	589,678.18	277,195.76

GRAND TOTAL

866,873.94

Charter Township of Plymouth
AP Invoice Listing - Board Report

T. Bonds
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VENDOR INFORMATION

INVOICE INFORMATION

35TH DISTRICT COURT

BOND RECEIPT 04/09/2019

702-100-087.000 BOND RECEIPT 007935
702-100-087.000 BOND RECEIPT 007937
702-100-087.000 BOND RECEIPT 007932
702-100-087.000 BOND RECEIPT 007931
702-100-087.000 BOND RECEIPT 007936
702-100-087.000 BOND RECEIPT 007933
702-100-087.000 BOND RECEIPT 007939
702-100-087.000 BOND RECEIPT 007938

Invoice Amount: \$3,200.00

Check Date: 04/19/2019

500.00
500.00
60.00
300.00
500.00
1,000.00
40.00
300.00

35TH DISTRICT COURT

BOND RECEIPT 04/09/2019

702-100-087.000 BOND RECEIPT 007921
702-100-087.000 BOND RECEIPT 007920
702-100-087.000 BOND RECEIPT 007922
702-100-087.000 BOND RECEIPT 007923

Invoice Amount: \$3,600.00

Check Date: 04/19/2019

1,000.00
2,000.00
500.00
100.00

18TH DISTRICT COURT

BOND RECEIPT 04/09/2019

702-100-087.000 BOND RECEIPT 007926

Invoice Amount: \$300.00

Check Date: 04/19/2019

300.00

53RD DISTRICT COURT

BOND RECEIPT 04/09/2019

702-100-087.000 BOND RECEIPT 007927

Invoice Amount: \$454.00

Check Date: 04/19/2019

454.00

Total Amount to be Disbursed: \$7,554.00

Charter Township of Plymouth
AP Invoice Listing - Board Report

Bond Refund 1117

VENDOR INFORMATION		INVOICE INFORMATION	
FEDERAL MOGUL		Invoice Amount:	\$25,375.00
BD Bond Refund		Check Date:	04/18/2019
	701-100-202.701		25,375.00
		BE18-0030	
		Total Amount to be Disbursed:	\$25,375.00

Charter Township of Plymouth
AP Invoice Listing - Board Report

BK 4/11/19 1/5
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VENDOR INFORMATION

INVOICE INFORMATION

BLACKWELL FORD INC.			Invoice Amount:	\$53.51
Invoice #346906 4/4/19 #407			Check Date:	04/23/2019
	592-291-863.000	PARTS & LABOR		53.51
CORRIGAN OIL COMPANY			Invoice Amount:	\$1,847.43
Fuel #6792239 4/2/19			Check Date:	04/23/2019
	592-291-863.000	Dyed Ultra Low Sulfur #2 Mix		595.83
	592-291-863.000	Fuel Tax Recap		8.80
	592-291-863.000	Environmental Fee		6.95
	592-291-863.000	GE87 GAS-ETHANOL		1,235.85
BLACKWELL FORD INC.			Invoice Amount:	\$44.95
Invoice #346734 Maintenance 4/1/19 #401			Check Date:	04/23/2019
	592-291-863.000	PARTS & LABOR		44.95
CORRIGAN OIL COMPANY			Invoice Amount:	\$1,637.32
Fuel 01/29/2019 6759343-IN			Check Date:	04/23/2019
	592-291-863.000	Dyed Ultra Low Sulfur #2 Mix		504.38
	592-291-863.000	Fuel Tax Recap		12.01
	592-291-863.000	Environmental Fee		6.95
	592-291-863.000	GE87 GAS-ETHANOL		1,113.98
FELLRATH, PATRICK			Invoice Amount:	\$69.60
Mileage Reimbursement March - 19			Check Date:	04/23/2019
	592-291-863.000	Mileage Reimbursement March - 19		69.60
CORRIGAN OIL COMPANY			Invoice Amount:	\$1,662.85
Fuel 02/08/2019 #6765235-IN			Check Date:	04/23/2019
	592-291-863.000	Dyed Ultra Low Sulfur #2 Mix		736.14
	592-291-863.000	Fuel Tax Recap		10.41
	592-291-863.000	Environmental Fee		6.95
	592-291-863.000	GE87 GAS-ETHANOL		909.35
INDUSTRIAL BROOM SERVICE			Invoice Amount:	\$495.00
Sweeper parts			Check Date:	04/23/2019
	592-291-973.033	3 Change outs of gutter brooms		495.00
USA BLUEBOOK			Invoice Amount:	\$783.67
Marking Equipment 03/22/19 #847035			Check Date:	04/23/2019
	592-291-935.000	Flag 21' Wire Staff (Blue)		79.20
	592-291-935.000	FAG 21' WIRE STAFF GREEN		79.20
	592-291-935.000	48' ALLOY T PROBE		236.00
	592-291-935.000	RUSTOLEUM INVERTED PAINT BLUE		56.95
	592-291-935.000	FOOD GRADE WHITE GREASE		148.08
	592-291-935.000	RUSTOLEUM INVERTED PAINT GREEN		56.95
	592-291-935.000	TAX		44.36
	592-291-935.000	FREIGHT		82.93
WEST SHORE SERVICES INC			Invoice Amount:	\$2,637.00
Siren Maintenance			Check Date:	04/23/2019
	101-315-951.000	Siren Maintenance		2,637.00
Total Energy Systems			Invoice Amount:	\$405.60
repair generator 3/19/19			Check Date:	04/23/2019
	101-336-851.000	Sta#2 generator repair		405.60

Charter Township of Plymouth
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VENDOR INFORMATION

INVOICE INFORMATION

APOLLO FIRE APPARATUS REPAIR			Invoice Amount:	\$1,757.00
MSA Testing			Check Date:	04/23/2019
	101-336-851.000	MSA Equipment Testing		1,757.00
M H R BILLING SERVICES			Invoice Amount:	\$558.00
Transport collection fees			Check Date:	04/23/2019
	101-336-959.000	Transport Collection fees		558.00
A.S.C., INC			Invoice Amount:	\$105.00
4/1/19-6/30/19 Sta#1 alarm			Check Date:	04/23/2019
	101-336-776.000	Alarm Monitor 4/1 - 6/30/19		105.00
AutoZone			Invoice Amount:	\$3.79
Vehicle supplies			Check Date:	04/23/2019
	101-336-863.000	AGC glass for E1		3.79
AutoZone			Invoice Amount:	\$61.15
vehicle supplies			Check Date:	04/23/2019
	101-336-863.000	vehicle supplies		61.15
J & B MEDICAL SUPPLY INC			Invoice Amount:	\$2,695.12
medical supplies			Check Date:	04/23/2019
	101-336-836.000	AMB530-213-000B Ambu Pediatric SPUR II D		56.12
	101-336-836.000	BEM125-020 BEMIS SHARPS CONTAINERS Wall		94.01
	101-336-836.000	MSOMS-11050 MEDSOURCE TRIANGULAR BAN		56.00
	101-336-836.000	MSOMS-83115 MedSource International Need		81.00
	101-336-836.000	MMM1624W TEGADERM TRANSPARENT FILM D		188.00
	101-336-836.000	PRSBIG-P BONE INJECTION GUN PEDIATRIC SI		444.48
	101-336-836.000	RAP352050 INSTANT HOT PACK SLIDE OFF CLI		79.92
	101-336-836.000	RAP352000 COLD PACK RAPID 5½" X 10½"		67.20
	101-336-836.000	BEC381423 BD INSYTE AUTOGUARD SHIELDE		220.00
	101-336-836.000	COV441211 DERMACEA GAUZE SPONGES, 2" x		75.00
	101-336-836.000	KIM25676 NEMESIS V30 SAFETY GLASSES, Cle		112.32
	101-336-836.000	DIGFL12-3 FRONTLINE 12 NITRILE EXAM GLO		152.60
	101-336-836.000	LRD980010 STIFNECK SELECT COLLAR, Adjust		220.20
	101-336-836.000	PDIQ55172 PDI SUPER SANI-CLOTH GERMICID		42.18
	101-336-836.000	COV8881570121 COVIDIEN MONOJECT PREFIL		54.50
	101-336-836.000	FCI810-4286201-003 GD50 BLOOD GLUCOSE T		132.00
	101-336-836.000	FOU20543 SAVAGE SURGILUBE SURGICAL LUB		22.51
	101-336-836.000	PRSBIG-A BONE INJECTION GUN Adult Single		444.48
	101-336-836.000	DIGFL12-4 FRONTLINE 12 NITRILE EXAM GLO		152.60
PHILLIPS PRO SYSTEMS, LLC			Invoice Amount:	\$1,382.54
Microphones Batteries			Check Date:	04/23/2019
	101-215-727.000	3 Collar Microph & 9 Batteries		1,382.54
OFFICE DEPOT			Invoice Amount:	\$145.18
office supplies			Check Date:	04/23/2019
	101-336-727.000	204057 board cleaner		7.65
	101-336-727.000	HP 950xl cartridg		39.91
	101-336-727.000	HP 951xl Yellow		32.54
	101-336-727.000	HP 951xl Cyan		65.08
EctoHR, Inc.			Invoice Amount:	\$6,623.00
EctoHR - March 2019 Services - Invoice # 10454			Check Date:	04/23/2019
	101-171-818.200	3 -19 Services - Inv. 10454		6,500.00
	101-171-818.200	Background Check Services		123.00

Charter Township of Plymouth
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VENDOR INFORMATION

INVOICE INFORMATION

CHARTER TWSP OF PLYMOUTH			Invoice Amount:	\$3,313.31
Senior Transportation -March 2019			Check Date:	04/23/2019
	101-955-885.000	March 2019 - Senior Trans. Exp.		3,313.31
IRON MOUNTAIN			Invoice Amount:	\$391.84
Offsite Storage 4/1/19 > 4/30/19 & Retrieval/Han			Check Date:	04/23/2019
	101-215-818.000	Offsite Storage, etc April 2019		391.84
KONICA MINOLTA BUSINESS SOLUTIONS			Invoice Amount:	\$538.52
Copy charges - February 2019			Check Date:	04/23/2019
	101-371-727.000	Color Copies - Bldg		176.34
	101-371-727.000	B&W Copies - Bldg		16.67
	101-215-727.000	Color Copies - Clerk		328.96
	101-215-727.000	B&W Copies - Clerk		16.55
ASSOCIATED NEWSPAPERS OF MICHIGAN			Invoice Amount:	\$34.49
Notice to Cut Noxious Weeds			Check Date:	04/23/2019
	101-371-727.000	Cut Noxious Weeds Notice		34.49
PHILLIPS PRO SYSTEMS, LLC			Invoice Amount:	\$261.25
Service Call on 1/22/19			Check Date:	04/23/2019
	101-215-818.000	Service Call		261.25
K & D PLUMBING, INC.			Invoice Amount:	\$335.00
NEW KITCHEN FAUCET FOR MULTI-USE ROOM			Check Date:	04/23/2019
	101-371-818.000	FEB 24, 2019		335.00
AIRGAS USA, LLC			Invoice Amount:	\$203.78
Safety Attire Park Workers - invoice # 908712640			Check Date:	04/23/2019
	101-691-758.000	Box of Safety glasses		26.16
	101-691-758.000	Safety Vests Lg/XL		50.90
	101-691-758.000	Safety Vests Sm/Med		40.72
	101-691-758.000	Safety Ear Muffs		86.00
NORTHVILLE, CHARTER TOWNSHIP OF			Invoice Amount:	\$50.00
March 2019 Five Mile Road Corridor Project			Check Date:	04/23/2019
	101-371-818.500	March 2019 5 Mile Corridor Project		50.00
J & B MEDICAL SUPPLY INC			Invoice Amount:	\$28.06
medical supplies			Check Date:	04/23/2019
	101-336-836.000	AMB530-213-000B Ambu Pediatric SPUR II D		28.06
HYDRO CORP			Invoice Amount:	\$1,779.00
Cross Connection program March 2019			Check Date:	04/23/2019
	592-291-804.000	Cross Connection program March 2019		1,779.00
GFL Environmental USA, Inc.			Invoice Amount:	\$102,723.60
MAR 2019 - RESIDENTIAL COLLECTION FEE			Check Date:	04/23/2019
	226-226-810.000	MAR 2019 TRASH		66,386.00
	226-226-810.000	MAR 2019 RECYCLING		18,518.20
	226-226-810.000	MAR 2019 YARD WASTE		17,819.40
PRINTING SYSTEMS INC			Invoice Amount:	\$514.00
General FundLaser Checks	Acct# 1593		Check Date:	04/23/2019
	101-215-727.000	3000 General Fund Cks		480.50
	101-215-727.000	Shipping		33.50

Charter Township of Plymouth
AP Invoice Listing - Board Report

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VENDOR INFORMATION

INVOICE INFORMATION

DELL MARKETING L.P.			Invoice Amount:	\$503.18
Dell UltraSharp 24" Monitor - U2412M	Quote 101-215-978.000	24" Monitor - U2412M	Check Date:	04/23/2019
				503.18
HORTON PLUMBING			Invoice Amount:	\$320.18
Sta#1 slow drains	101-336-776.000	Sta#1 slow drains rep rebuilt utili fauc	Check Date:	04/23/2019
				320.18
HALT FIRE INC			Invoice Amount:	\$133.50
E1 check pressure governor	101-336-863.000	E1 pressure governor	Check Date:	04/23/2019
				133.50
AIRGAS USA, LLC			Invoice Amount:	\$344.36
Oxygen	101-336-836.000	Oxygen	Check Date:	04/23/2019
				344.36
ALLIE BROTHERS UNIFORMS			Invoice Amount:	\$549.98
winter jackets new FF's	101-336-758.000	Uniform rescue jackets	Check Date:	04/23/2019
				549.98
APOLLO FIRE EQUIPMENT			Invoice Amount:	\$1,961.00
Coat & pants for Hansen	101-336-758.000	V-Force coat & pants for Hansen	Check Date:	04/23/2019
				1,961.00
BLOOM ROOFING SYSTEMS INC.			Invoice Amount:	\$330.00
Sta#1 roof repair	101-336-776.000	Sta# 1 Roof Repair	Check Date:	04/23/2019
				330.00
NORTH BREATHING AIR, LLC			Invoice Amount:	\$120.00
Air sample SCBA	101-336-851.000	Air sample and Analysis	Check Date:	04/23/2019
				120.00
HALT FIRE INC			Invoice Amount:	\$138.50
E2 watr leak	101-336-863.000	Water leak repair	Check Date:	04/23/2019
				138.50
J & B MEDICAL SUPPLY INC			Invoice Amount:	\$267.70
medical supplies	101-336-836.000	MAS2510 M-LNCS SPO2 SENSOR - Pediatric,	Check Date:	04/23/2019
	101-336-836.000	CMD0036290 CONMED PREMIUM CONNECTOR		18.70
	101-336-836.000	MMM2861 3M MEDIPORE H SOFT CLOTH SURG		157.68
				91.32
NAPA Auto Parts of Plymouth			Invoice Amount:	\$77.94
Napa 10W30 5 Quart	510-510-776.000	Napa 10W30 5 Quart	Check Date:	04/23/2019
				77.94
RICOH USA, INC.			Invoice Amount:	\$341.89
Ricoh Service Agreement 2nd Q 19	592-172-818.000	Ricoh 4/1/19 to 6/30/19	Check Date:	04/23/2019
	101-253-818.000	Ricoh 4/1/19 tp 6/30/19		263.54
				78.35
KONICA MINOLTA BUSINESS SOLUTIONS			Invoice Amount:	\$171.58
Maintenance #257880288 03/01/19-03/31/19	101-171-727.000	C454e Copier Maintenance	Check Date:	04/23/2019
	101-201-851.000	Maint.		36.03
	101-400-851.000	Maint.		6.86
	226-226-727.000	Maint.		8.58
				8.58

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	592-172-818.000	Maint		111.53
BLACKWELL FORD INC.			Invoice Amount:	\$53.51
Invoice #347011 4/5/19 #419 OIL CHG/ROUTIN			Check Date:	04/23/2019
	592-291-863.000	PARTS & LABOR		53.51
GFL Environmental USA, Inc.			Invoice Amount:	\$390.00
DPW RECYCLE CENTER			Check Date:	04/23/2019
	226-226-810.500	03/25/19 - PAPER/CARDBOARD RECYCLE		195.00
	226-226-810.500	03/26/19 - PLASTICS/TINS RECYCLE		195.00
ORCHARD, HILTZ, & MCCLIMENT, INC.			Invoice Amount:	\$4,914.00
Litchfield Drive Preliminary Eng.			Check Date:	04/23/2019
	805-805-970.310	Litchfield Drive Preliminary Eng.		4,914.00
ORCHARD, HILTZ, & MCCLIMENT, INC.			Invoice Amount:	\$1,481.25
Rollings Oaks Preliminary Eng.			Check Date:	04/23/2019
	805-805-970.360	Rollings Oaks Preliminary Eng.		1,481.25
ORCHARD, HILTZ, & MCCLIMENT, INC.			Invoice Amount:	\$700.00
General Drive Preliminary Eng.			Check Date:	04/23/2019
	805-805-970.350	General Drive Preliminary Eng.		700.00
ORCHARD, HILTZ, & MCCLIMENT, INC.			Invoice Amount:	\$831.25
Andover Lakes SAD Preliminary			Check Date:	04/23/2019
	805-805-970.370	Andover Lakes SAD Preliminary		831.25
BATTERIES PLUS BULBS			Invoice Amount:	\$67.95
FOR CONTROL PANEL AT BOOSTER STATION/BA			Check Date:	04/23/2019
	592-443-937.000	BACK UPS 650VA 120V 1 USB		67.95
PARAGON LABORATORIES			Invoice Amount:	\$172.50
DBP-1 Testing			Check Date:	04/23/2019
	592-172-818.100	DBP-1 Testing		172.50
LOU LA RICHE CHEVROLET			Invoice Amount:	\$873.83
U2 brakes, oil, rotat tires			Check Date:	04/23/2019
	101-336-863.000	U2 brakes, oil, rotate tires		873.83
SEHI COMPUTER PRODUCTS			Invoice Amount:	\$1,040.24
Printer & toner cartridge			Check Date:	04/23/2019
	101-215-727.000	HP 26X Black Toner Cartridge		295.16
	101-215-978.000	HP LJ Enterprise M506n printer		526.86
	101-215-727.000	HP 87X Black Toner Cartridge		218.22
SEHI COMPUTER PRODUCTS			Invoice Amount:	\$418.00
Printer & toner cartridge			Check Date:	04/23/2019
	101-215-978.000	HP LJ Pro M402DNE printer		418.00
MICHIGAN MUNICIPAL RISK MGT AUTH			Invoice Amount:	\$60.00
Public Labor Law & Effective Grievance Processing			Check Date:	04/23/2019
	101-305-960.000	A.C. Brothers & Lt. Kudra - May 20, 2019		60.00
Joseph Smitherman			Invoice Amount:	\$125.83
Clothing Reimbursement for 2019 - Detective Bur			Check Date:	04/23/2019
	101-305-758.000	Union Contract Clothing Allowance		125.83

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INVOICE INFORMATION

PLYMOUTH-CANTON COMMUNITY SCHOOLS			Invoice Amount:	\$4,240.31
March Fuel Inv. 002698 4/3/19			Check Date:	04/23/2019
	101-305-863.000	Patrol Vehicles		4,207.96
	101-325-963.000	PSA Vehicle		32.35
SURE-FIT LAUNDRY CO.			Invoice Amount:	\$31.50
Prisoner Blanket Cleaning Inv. 415034 4/3/19			Check Date:	04/23/2019
	101-325-851.400	Blanket Cleaning		31.50
PRINTING SYSTEMS INC			Invoice Amount:	\$109.45
9591E Laser 3-part 1099 Misc w Env			Check Date:	04/23/2019
	101-215-727.000	95913E 3-Pt 1099 w env		95.60
	101-215-727.000	Freight		13.85
A.S.C., INC			Invoice Amount:	\$2,445.00
CCTV Service Agreement Quarterly Billing Inv. 46			Check Date:	04/23/2019
	101-305-818.000	Coverage Period 4/1/19 - 6/30/19		2,445.00
OFFICE DEPOT			Invoice Amount:	\$34.18
Office Supplies for Communications Inv. 2954184			Check Date:	04/23/2019
	101-325-727.000	Command Hooks		34.18
PUBLIC AGENCY TRAINING COUNCIL			Invoice Amount:	\$325.00
Managing the Property and Evidence Room Trg. I			Check Date:	04/23/2019
	101-305-960.000	Sergeant Krebs - May 7-8, 2019		325.00
BLACKWELL FORD INC.			Invoice Amount:	\$256.58
Vehicle Repair/106809 Inv. 347071 4/9/19			Check Date:	04/23/2019
	101-305-863.000	Replace VMV and Evap Tube		256.58
GIARMARCO, MULLINS & HORTON, PC.			Invoice Amount:	\$3,762.63
Labor Atty. Services (John C. Clark) - March 2019			Check Date:	04/23/2019
	101-290-828.000	Labor Atty Services (John Clark)		3,762.63
HEMMING,POLACZYK,CRONIN,SMITH,			Invoice Amount:	\$15,849.38
Legal Services March 2019 (KEVIN BENNETT)			Check Date:	04/23/2019
	101-290-825.000	Ordinance Prosecutions		6,273.75
	101-290-827.000	Community Development		3,556.88
	101-290-826.000	Admin		3,228.75
	101-290-826.000	Misc.		20.62
	101-290-826.000	Building Dept.		183.75
	101-290-826.000	Public Services		1,233.75
	101-290-826.000	Fire		1,351.88
EMPCO INC			Invoice Amount:	\$3,187.92
Fire Oral Board Development - Entry Level			Check Date:	04/23/2019
	101-220-818.000	Fire Oral Bd Devel		3,000.00
	101-220-818.000	Assessor Mileage		187.92
HALT FIRE INC			Invoice Amount:	\$5,942.64
E3 rear springs			Check Date:	04/23/2019
	101-336-863.000	E3 rear springs		5,942.64
Hallahan & Associates, PC			Invoice Amount:	\$1,398.91
Assessing Legal Services March 2019 (see detaile			Check Date:	04/23/2019
	101-209-826.000	Assessing Legal Services-Inv#16229		1,398.91

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MICHIGAN TOWNSHIPS ASSOCIATION		Invoice Amount:	\$113.00
MTA - Classified Ad for Payroll Administrator - 4-1		Check Date:	04/23/2019
101-215-813.000	Classified Ad Conf. # 441390		113.00
DELLWOOD SUPPLY CO.		Invoice Amount:	\$26.58
Parks - repair parts for toilets at LP soccer park -		Check Date:	04/23/2019
101-691-978.000	Toilet Repair Partsa		26.58
PLYM COMM COUNCIL ON AGING, INC		Invoice Amount:	\$1,500.00
Council on Aging - Media Package - partial purcha		Check Date:	04/23/2019
101-290-978.000	PCCA-Media Pkg. for Friendship Station		1,500.00
XYBIX SYSTEMS, INC.		Invoice Amount:	\$24,881.23
New Communications Center Furniture/Equipment		Check Date:	04/23/2019
101-325-978.000	50% Deposit, 40% Install 10% Punch		24,881.23
Thomas Reuters -WEST PAYMENT CENTER		Invoice Amount:	\$294.78
Clear Investigations Advanced Inv. 840023118 4/		Check Date:	04/23/2019
101-305-960.000	March 1-31, 2019		294.78
PRIORITY DISPATCH		Invoice Amount:	\$730.00
EMD Certification Training Inv. SIN216895 3/15/1		Check Date:	04/23/2019
101-325-960.000	PSA Rodriguez/PSA Smith 2/20-2/23, 2019		730.00
BLACKWELL FORD INC.		Invoice Amount:	\$3,096.40
Vehicle Repair/106437 Inv. 346908 4/12/19		Check Date:	04/23/2019
101-305-863.000	Replace LF Control Arm, Exhaust Repair		3,096.40
BLACKWELL FORD INC.		Invoice Amount:	\$2,487.89
Vehicle Repair/106438 Inv. 347194 4/15/19		Check Date:	04/23/2019
101-305-863.000	Replace Water Pump, Suspension		2,487.89
A.S.C., INC		Invoice Amount:	\$1,378.00
Disconnect Video Workstation in Communications		Check Date:	04/23/2019
101-325-776.000	Labor Security Technician Service		1,378.00
OFFICE DEPOT		Invoice Amount:	\$174.64
Office Supplies for Communications Center Inv. 2		Check Date:	04/23/2019
101-325-727.000	Pocket Files		50.39
101-305-727.000	Poly Jackets		17.84
101-305-727.000	Badge Reels		10.29
101-305-727.000	1.5 x 2 Post It Notes		4.21
101-325-727.000	Dry Erase Board		33.59
101-305-727.000	Badge Reel		6.36
101-305-727.000	Scissors		51.96
OFFICE DEPOT		Invoice Amount:	\$324.88
Office Supplies for Communications Center Inv. 2		Check Date:	04/23/2019
101-325-727.000	Labelmaker Tape Cartridges		37.98
101-325-727.000	Premium Paper		9.63
101-325-727.000	Fax Toner		114.32
101-305-727.000	Fax Drum		162.95
OFFICE DEPOT		Invoice Amount:	\$339.96
Chair Mats for Communications Center Inv. 2970		Check Date:	04/23/2019
101-325-727.000	L-Workstation Chair Mats		299.97
101-325-727.000	Delivery		39.99

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INVOICE INFORMATION

MICHIGAN, STATE OF		Invoice Amount:	\$150.00
SOR Registration - Inv. 551-535749 4/3/19		Check Date:	04/23/2019
101-305-818.000	SOR Registration-Period Ending 3/31/19		150.00
CHARTER TWSP OF PLYMOUTH		Invoice Amount:	\$65.87
Credit Card Purchase addendum - January 2019		Check Date:	04/23/2019
101-171-727.000	Heise-Jersey Mikes-Labor Negotiations		65.87
WCA ASSESSING		Invoice Amount:	\$(22,500.00)
CREDIT FOR OVERCHARGE OF APPRAISAL PERS		Check Date:	04/23/2019
101-209-818.000	CONTRACTUAL SERVICES		(22,500.00)
WCA ASSESSING		Invoice Amount:	\$23,664.25
Appraisal Services Rendered - May, 2019		Check Date:	04/23/2019
101-209-818.000	Appraisal Services Rendered (Contract)		23,507.58
101-209-818.000	Co-Star Services		156.67
MOTOROLA SOLUTIONS, INC.		Invoice Amount:	\$13,800.96
Service Renewal Agreement - Dispatch Console In		Check Date:	04/23/2019
101-325-851.000	Service Period 4/1/19 - 3/31/20		13,800.96
OAKLAND COUNTY		Invoice Amount:	\$6,740.25
Clemis Fees - Jan-March 2019 Inv. CLM0010226 3		Check Date:	04/23/2019
101-325-818.000	Membership Usage Fee		1,729.00
101-325-818.000	MDC Participation Fee		3,008.50
101-325-818.000	Crimemapping		75.00
101-325-818.000	Livescan (April-June 2019)		927.75
101-325-818.000	Mug Capture Stn Maint (April-June 2019)		1,000.00
MICH MUN RISK MGT AUTHORITY ECP		Invoice Amount:	\$10,517.56
Electric Choice - March 19		Check Date:	04/23/2019
101-336-921.000	Electric Choice		1,673.34
592-172-921.000	Electric Choice		763.38
101-171-921.000	Electric Choice		502.90
101-201-921.000	Electric Choice		269.09
101-209-921.000	Electric Choice		143.95
101-215-921.000	Electric Choice		437.04
101-253-921.000	Electric Choice		182.53
101-305-921.000	Electric Choice		1,444.24
101-325-921.000	Electric Choice		300.61
101-325-921.400	Electric Choice		300.61
101-336-921.000	Electric Choice		212.64
101-371-921.000	Electric Choice		316.60
101-371-921.500	Electric Choice		177.36
592-172-921.000	Electric Choice		416.81
592-172-921.000	Electric Choice		1,768.03
101-336-921.000	Electric Choice		601.79
101-691-921.000	Electric Choice		319.72
101-265-921.000	Electric Choice		249.98
588-588-921.000	Electric Choice		15.96
101-100-067.010	Electric Choice		420.98
KNIGHT TECHNOLOGY GROUP, INC.		Invoice Amount:	\$150.00
Firewall Monitoring April 2019 - Invoice# 12894		Check Date:	04/23/2019
101-290-941.000	Firewall Monitoring - Apr 2019		150.00

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CBTS, LLC		Invoice Amount:	\$128.25
Phone System Support		Check Date:	04/23/2019
101-290-941.000	Phone System Support-Few Ext 888 No VM		128.25
SHI International Corp.		Invoice Amount:	\$4,238.03
Malwarebytes Renewal - Quote 16806162		Check Date:	04/23/2019
101-290-941.000	Malwarebytes Endpoint Security-MES12N100		3,796.20
101-290-941.000	Malwarebytes Prem Service 1yr-MPS12S100		441.83
MCKENNA ASSOCIATES INC		Invoice Amount:	\$5,533.50
Professional Service March 2019 - Invoice # 217		Check Date:	04/23/2019
101-371-818.500	10.50 - 1/2 day on-site services (70%)		3,990.00
101-371-818.500	2.10 - Full day on site services (70%)		1,543.50
SPALDING DEDECKER ASSOCIATES, INC.		Invoice Amount:	\$9,701.50
Spalding DeDecker - MARCH 2019 Invoice (minu		Check Date:	04/23/2019
101-371-818.500	Invoice # 79188 - Monthly Retainer		500.00
101-371-818.500	Inv. # 79187-Inotech Bsns. Park		1,550.00
101-371-818.500	Inv# 79169-Quick Pass Car Wash		550.00
101-851-971.000	Inv#79176 2018 CDBG Program		1,015.00
592-172-820.000	Inv#79177 2018 Contributed Capital		840.00
592-443-939.000	Inv#79180-Water Tower Cathodic Protect		1,027.50
592-172-820.000	Inv#79181-Ply. Twp. Eng. Standard		1,214.00
101-290-818.000	Inv. 79193-Comcast#CF735347RLR18-DPW		242.00
101-290-818.000	Inv#79170-Comcast#CF830095RLR19-DPW		801.00
101-290-818.000	Inv#79171-Comcast#SN0020346DSK18DPW		605.00
101-290-818.000	Inv#79172-Comcast#CX20849240TDG18		135.50
101-290-818.000	Inv#79173-Sprint Dark Fiber 40475 AA Rd		135.50
101-290-818.000	Inv#79174-Comcast#CF818085RLR18 DPW		181.50
592-291-935.000	Inv#79175-2019 Miss Dig Design Ticket		57.50
592-291-935.000	Inv#79178-Miss Dig Design Ticket As-Buil		847.00
WINDER POLICE EQUIPMENT		Invoice Amount:	\$2,521.00
Department Aluminum Flashlights Inv. 20190352		Check Date:	04/23/2019
265-300-978.000	SL-20L LED Alum Flashlight w/DC Cord		1,100.00
265-300-978.000	SL-20L C4 LED Flashlight GB		960.00
265-300-978.000	Bank Chargers, SL-20		436.00
265-300-978.000	FREIGHT		25.00
HUMANE SOCIETY OF HURON VALLEY		Invoice Amount:	\$25.00
Stray Impound Services - March, 2019 Inv. 20190		Check Date:	04/23/2019
101-305-819.000	Stray Impound Services		25.00
Total Amount to be Disbursed:			\$277,195.76

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INVOICE INFORMATION

PLYMOUTH POSTMASTER

Water Bill Postage - Permit #218 April 2019

592-172-730.000

Permit #218 April 2019 Postage

Invoice Amount: \$1,200.00
Check Date: 04/17/2019
1,200.00

WOW! BUSINESS

April 2019 Acct. # 012296705

101-265-854.000

Senior Util

588-588-921.000

Senior Transport

Invoice Amount: \$17.25
Check Date: 04/17/2019
16.22
1.03

JOHN HANCOCK LIFE INSURANCE CO.

JOHN HANCOCK EMPLOYEE CONTRIB 4-12--19 (s

101-100-231.000

Employee Contribution (EEMBT)(EEVND)

Invoice Amount: \$4,975.06
Check Date: 04/17/2019
4,975.06

JOHN HANCOCK LIFE INSURANCE CO.

JOHN HANCOCK EMPLOYER PEN MATCH 4-12-19

588-588-714.010

Friendship Station (Boyce)

101-171-714.010

Supervisor's Office

101-201-714.010

IT Services (Janks)

101-215-714.010

Clerk's Office

101-253-714.010

Treasurer's Office

101-305-714.010

Police Dept.

101-325-714.010

Dispatch (Bonadeo)

101-336-714.020

Fire Dept

101-336-714.010

Fire (Admin) (Jowsey)

101-371-714.010

Building Dept.

101-265-714.010

Township Hall (Haack)

592-172-714.010

Public Services (Kline, Latawiec, Martin)

226-226-714.010

Solid Waste (Visel)

592-291-714.040

DPW

592-291-714.010

DPW (Fellrath & Hamann)

Invoice Amount: \$16,422.27
Check Date: 04/17/2019

230.63
990.60
563.36
1,825.45
954.29
638.41
294.19
4,459.72
249.75
1,245.89
238.39
837.23
323.66
2,598.54
972.16

BLUE CROSS/BLUE SHIELD OF MICHIGAN

BCBS of MI - Retiree Health Care -May 2019 (invo

101-290-714.500

General Retirees

101-305-714.500

Police Retirees

101-336-714.500

Fire Retirees

Invoice Amount: \$4,518.36
Check Date: 04/17/2019
502.04
502.04
3,514.28

NATIONWIDE RET SOL USCM/MIDWEST

Nationwide - Contribs. for pay ending 4-07-19- sp

101-100-239.000

Contributions for pay ending 4-07-19

Invoice Amount: \$18,023.39
Check Date: 04/17/2019
18,023.39

MICHIGAN CONFERENCE OF TEAMSTERS

Health insurance -May 2019 (DPW) (individual lis

592-291-714.000

Bartlett, James

592-291-714.000

Krueger, Randy

592-291-714.000

Melow, Steven

592-291-714.000

Overaitis, Joseph

592-291-714.000

Scholten, James

592-291-714.000

Thomas, James

592-291-714.000

Nelson, David

592-291-714.000

Pumphrey, Zachary

Invoice Amount: \$12,744.00
Check Date: 04/17/2019

1,593.00
1,593.00
1,593.00
1,593.00
1,593.00
1,593.00
1,593.00

TEAMSTER LOCAL # 214

Teamster Local #214 April 2019

101-100-232.030

Bartlett, James

101-100-232.030

Kitchen, Spencer

101-100-232.030

Krueger, Randy

Invoice Amount: \$484.00
Check Date: 04/17/2019
55.00
46.00
58.00

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	101-100-232.030	Melow, Steven	58.00
	101-100-232.030	Nelson, David	55.00
	101-100-232.030	Overaitis, Joseph	55.00
	101-100-232.030	Pumphrey, Z	50.00
	101-100-232.030	Scholten, James	55.00
	101-100-232.030	Thomas, James	52.00

TECHNICAL, PROFESSIONAL AND OFFICE-

TPOAM Union Deductions -April 2019

Invoice Amount: \$465.00

Check Date: 04/17/2019

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

C.O.A.M. - PLYMOUTH TOWNSHIP

COAM Union Dues - April 2019

Invoice Amount: \$363.20

Check Date: 04/17/2019

101-100-232.050	Fetner, William J.	72.64
101-100-232.050	Hoffman, Marc	72.64
101-100-232.050	Krebs, Ryan	72.64
101-100-232.050	Rupard, Bryan	72.64
101-100-232.050	Seipenko, Todd	72.64

P.O.A.M. - PLYMOUTH TOWNSHIP

POAM & Dispatch Union Dues -April 2019 (2 sepa

Invoice Amount: \$2,017.64

Check Date: 04/17/2019

101-100-232.010	POAM Union Dues 4-19	1,483.44
101-100-232.040	Dispatch Union Dues 4-19	534.20

ALERUS FINANCIAL

Defined Contribution - PAYDATE April 12, 2019 (s

Invoice Amount: \$5,770.69

Check Date: 04/17/2019

101-325-714.050	Define Contribution -Dispatch (Employer)	1,687.44
101-100-231.000	Employee Cont -all	1,627.30
101-305-714.030	Define Contribution-Police (ER)	2,455.95

CONSUMERS ENERGY

Monthly Chgs - March 2019

Invoice Amount: \$5,228.61

Check Date: 04/17/2019

101-171-921.000	Supervisor	280.61
101-201-921.000	Info Services	150.15
101-209-921.000	Assessing	80.33
101-215-921.000	Clerk	243.86
101-253-921.000	Treasurer	101.85
101-265-854.000	Senior Ctr	251.72
101-305-921.000	Police	805.88
101-325-921.000	Dispatch	167.74

Charter Township of Plymouth
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VENDOR INFORMATION

INVOICE INFORMATION

101-325-921.400	Lock Up	167.74
101-336-921.000	Fire Dept	1,728.52
101-371-921.000	Building	176.66
101-371-921.500	Comm Devel	98.96
101-691-921.000	Park	581.04
226-226-921.000	Utilities	23.26
588-588-921.000	Senior Trans	16.07
592-444-745.000	Power & Pumping	354.22

WESTERN TWNSPS UTILITIES AUTHORITY

Invoice Amount: **\$164,471.60**

WTUA - March 2019

Check Date: **04/17/2019**

592-441-742.000	Monthly Charges	159,111.93
592-441-743.000	YUCA IPP-IWC	4,697.42
592-443-937.000	Country Acres Pump Station	662.25

Total Amount to be Disbursed: \$236,701.07

Charter Township of Plymouth
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y. bonds

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VENDOR INFORMATION

INVOICE INFORMATION

35TH DISTRICT COURT

BOND RECEIPT 04/08/2019

702-100-087.000

BOND RECEIPT 007946

Invoice Amount:

\$100.00

Check Date:

04/12/2019

100.00

Total Amount to be Disbursed:

\$100.00

Charter Township of Plymouth

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Weekly ~~Page~~ 4/10/19
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VENDOR INFORMATION

INVOICE INFORMATION

ALERUS FINANCIAL

Defined Contribution - PAYDATE March 29 ,2019 (

101-325-714.050

101-100-231.000

101-305-714.030

Define Contribution -Dispatch (Employer)

Employee Cont -all

Define Contribution-Police (ER)

Invoice Amount:

\$5,598.04

Check Date:

04/10/2019

1,687.44

1,502.77

2,407.83

A T & T

AT&T - Telephone Allocation March 2019 - R01-9

101-201-853.000

101-209-853.000

101-371-853.000

101-336-853.000

101-305-853.000

101-171-853.000

101-253-853.000

101-215-853.000

101-371-853.500

101-325-853.000

101-265-854.000

101-691-853.000

592-172-853.000

Information Services

Assessing

Building

Fire

Police

Supervisor

Treasurer

Clerk

Community Development

Dispatch

Water/Sewer (Util)

Park

Gen Expense Tel

Invoice Amount:

\$2,093.27

Check Date:

04/10/2019

143.14

85.47

238.26

376.11

381.02

222.75

190.04

111.00

88.69

143.33

34.04

26.66

52.76

AMERITAS LIFE INSURANCE CORP.

AMERITAS DENTAL-RETIREEES - March 2019 - Spr

101-290-714.500

101-305-714.500

101-325-714.500

101-336-714.500

592-172-714.500

592-291-714.500

101-305-714.500

101-290-714.500

General Retirees

Police Retirees

Dispatch Retiree

Fire Dept. Retirees

DPS Clerical Retiree

DPW - Retiree

Adjustment - Donna Pawlowski

Adjustment-K. Pumphre4y

Invoice Amount:

\$3,460.80

Check Date:

04/10/2019

577.00

678.44

53.36

1,240.44

28.40

348.56

85.20

449.40

AMERITAS LIFE INSURANCE CORP.

MISC JAN OVERPAYMENTS

101-305-714.000

101-336-714.000

FRINGE BENEFITS

FRINGE BENEFITS

Invoice Amount:

\$(523.40)

Check Date:

04/10/2019

(261.70)

(261.70)

AMERITAS LIFE INSURANCE CORP.

AMERITAS DENTAL ACTIVE EMPLOYEES -March

101-171-714.000

101-201-714.000

101-215-714.000

101-253-714.000

101-265-714.000

101-305-714.000

101-325-714.000

101-336-714.000

101-371-714.000

588-588-714.000

226-226-714.000

592-172-714.000

592-291-714.000

101-305-714.000

Supervisor Dept.

Information Services

Clerk Dept.

Treasury

Twp. Hall (Haack)

Police Dept.

Dispatch

Fire Dept.

Building Dept.

Senior Trans (Boyce)

Sollid Waste (Visel)

DPS Clerical

DPW - Supervisory

Adjustment - Bartram (term./Jan & Feb)

Invoice Amount:

\$4,992.60

Check Date:

04/10/2019

28.40

89.88

171.64

143.24

53.56

1,822.52

731.20

1,527.32

196.40

89.88

89.88

110.16

118.28

(179.76)

COMCAST

Internet - April 2019 Acct 900913674

Invoice Amount:

\$194.85

Check Date:

04/10/2019

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INVOICE INFORMATION

	101-691-921.000	Township Park	64.95
	101-336-921.000	Fire	64.95
	101-325-853.000	Telephone	64.95
<hr/>			
DTE ENERGY		Invoice Amount:	\$4,694.99
DTE Service - Municipal Street Lights - March 201		Check Date:	04/10/2019
	101-446-920.000	March 2019 Municipal Street Lights	4,694.99
<hr/>			
UNUM LIFE INSURANCE CO. OF AMERICA		Invoice Amount:	\$5,195.04
UNUM Premium Statement - April 2019		Check Date:	04/10/2019
	101-171-714.000	Supervisor's Dept.	117.47
	101-201-714.000	Information Systems	69.00
	101-215-714.000	Clerk's Dept.	236.00
	101-253-714.000	Treasurer's Dept.	116.60
	101-265-714.000	Township Hall (Haack)	37.76
	101-305-714.000	Police Dept.	1,757.06
	101-325-714.000	Dispatch Dept.	595.70
	101-336-714.000	Fire Dept.	1,394.77
	101-371-714.000	Building Dept.	160.04
	226-226-714.000	Solid Waste	46.37
	588-588-714.000	Senior Trans.	36.90
	592-172-714.000	Public Services	125.39
	592-291-714.000	Public Works	501.98
<hr/>			
VERIZON WIRELESS		Invoice Amount:	\$1,018.95
April 2019 Wireless Billing Acct #1 - 585762923-0		Check Date:	04/10/2019
	592-172-853.000	DPW wireless devices	114.23
	101-201-853.000	Info services wireless devices	60.79
	101-336-853.000	Fire wireless devices	141.59
	101-691-853.000	Park foreman wireless device	50.18
	101-253-853.000	Treasurer Wireless Service	50.79
	101-305-853.000	Police Dept. wireless service	356.48
	101-371-853.000	Building Dept. Wireless Services	244.89
<hr/>			
VERIZON WIRELESS		Invoice Amount:	\$1,036.40
April 2019 Wireless Billing Acct #2 MI DEAL ACC		Check Date:	04/10/2019
	592-291-853.000	DPW	493.41
	101-201-853.000	Info services wireless devices	0.24
	101-336-853.000	Fire wireless devices	200.05
	101-691-853.000	Park foreman wireless device iPad	40.01
	588-588-853.000	Friendship Station	109.48
	101-325-853.000	Dispatch	103.63
	226-226-853.000	Solid Waste - Sarah Visel	51.57
	805-805-970.005	Sidewalk Inspec. I-Pad	38.01
<hr/>			
WOW! BUSINESS		Invoice Amount:	\$11.38
Police Dept. Service Chgs - March 2019 Acct. # 0		Check Date:	04/10/2019
	101-305-921.000	Police Dept.	11.38
<hr/>			
Total Amount to be Disbursed:			\$27,772.92

Charter Township of Plymouth
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Bond Refunds 1/4/10/19

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VENDOR INFORMATION

INVOICE INFORMATION

HEMMING,POLACZYK,CRONIN,SMITH,
BD Bond Refund

701-100-202.701 BPZ18-0006

Invoice Amount: \$91.88
Check Date: 04/11/2019
91.88

HEMMING,POLACZYK,CRONIN,SMITH,
BD Bond Refund

701-100-202.701 BPZ18-0009

Invoice Amount: \$13.13
Check Date: 04/11/2019
13.13

HEMMING,POLACZYK,CRONIN,SMITH,
BD Bond Refund

701-100-202.701 BPZ19-0002

Invoice Amount: \$2,165.63
Check Date: 04/11/2019
2,165.63

Total Amount to be Disbursed: \$2,270.64

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019**

**ITEM E
PUBLIC COMMENTS AND QUESTIONS**

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019**

NEW BUSINESS

**ITEM F.1
WTUA SWAP AGREEMENT
RESOLUTION#2019-04-23-43**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2019

ITEM: Sanitary Sewer Service Agreement by and among the City of Plymouth, Plymouth Township, Canton Township, Western Townships Utilities Authority (WTUA) and the County of Wayne, Resolution #2019-04-23-43

PRESENTER: Aaron Sprague, WTUA Executive Director

BACKGROUND: As you are aware, WTUA has been working towards an agreement with the City of Plymouth for a solution to the interconnection of the City and Township sanitary sewers, as well as assignment of capacity in the Wayne County Rouge Valley Sewage Disposal System (RVSDS). I have previously referred to this as the Swap/Assignment Agreement. I am happy to inform you that, following months of negotiations, the parties (including Wayne County) have come to agreement on the terms and language for the Agreement, and the City of Plymouth approved the attached Sanitary Sewer Service Agreement at its meeting on April 1, 2019. This Agreement will be presented for approval to the Canton Township Board at its April 9th meeting, and the WTUA Board at its April 22nd meeting. It will subsequently be sent to the County for approval.

Flow Swap

As mentioned above, the Agreement addresses two issues. The first is the interconnection of the City and Township sanitary sewer systems. Township owned and operated sanitary sewers servicing much of the western portion of the Township enter the City owned and operated sanitary sewers on the west side of the city at two locations. Sanitary flow from the Township is then commingled with flow from a portion of the City, and that commingled flow is transported to the south end of the City, in City owned and operated sanitary sewers, at which point the flow re-enters sanitary sewers owned and operated by the Township, for transport to the WTUA sanitary interceptor sewer system.

Historically, prior to the formation of WTUA, this comingling of flow made sense, as all sanitary flows from both the Township and the City were delivered to the Wayne County RVSDS, and ultimately to the City of Detroit (DWSD, now GLWA) for treatment. However, since the formation of WTUA, this interconnection has been a complication, since a portion of the WTUA flow (and therefore, a portion of the Plymouth Township flow) has been delivered to YCUA for treatment. Because the City of Plymouth is not a member community of WTUA, flow generated in the City is required to continue to be sent to the County and DWSD/GLWA for treatment.

This complication has been exacerbated by WTUA's (and its member communities'), decision to terminate the Service Agreement with Wayne County. In addition to the interconnection of the two systems, an additional issue needs to be addressed by WTUA to complete the separation from the Wayne County RVSDS: Plymouth Township and Canton Township each have two (2) connections directly to the County system downstream of the WTUA facilities.

This Sanitary Sewer Service Agreement addresses both of the above issues by agreeing to "trade" or "swap" service areas. That is, the flow generated within the portion of the City that is commingled with the Township flow will be sent to YCUA for treatment, as if it was generated within the Township. As a trade-off, flow generated within the portions of Plymouth and Canton Townships directly tributary to the County system will continue to go to the County and DWSD/GLWA for treatment, as if it was generated within the City. This "swap" works because the areas in question are similar in size and in quantity of flow generated.

Each entity will remain responsible for the continued ownership and maintenance of its respective sewer system, the character of flow generated within its boundaries, and the billing for services to its residents/users (including IWC charges). There is no significantly new or different assumed responsibility by any party with regard to these issues.

The City will become responsible for the quantity of flow generated within the Townships' "swap" areas; WTUA and the Townships will become responsible for the quantity of flow generated within the City "swap" areas.

Assignment of Capacity

The second issue addressed by the Agreement is the assignment of capacity in the RVSDS, currently managed by WTUA for its member communities. WTUA will permanently assign to the City the right to use up to 11 cfs of capacity in the RVSDS, and the City will compensate WTUA for such assignment in the amount of \$2,200,000. In addition, the City has a first right of refusal for assignment of up to an additional 2 cfs (at the same unit cost), to be exercised no later than December 31, 2019.

PROPOSED MOTION: I move to approve Resolution #2019-04-23-43, authorizing the Supervisor and Clerk to sign the Sanitary Sewer Service Agreement by and among the City of Plymouth, Plymouth Township, Canton Township, Western Townships Utilities Authority (WTUA) and the County of Wayne.

Motion by _____ Seconded by _____

Clinton____ Curmi____ Dempsey____ Doroshewitz____

Heise____ Heitman____ Vorva____

March 11, 2019

Confidential & Privileged

**SANITARY SEWER SERVICE AGREEMENT BY AND AMONG CITY OF
PLYMOUTH, PLYMOUTH TOWNSHIP, CANTON TOWNSHIP, WESTERN
TOWNSHIPS UTILITIES AUTHORITY AND COUNTY OF WAYNE**

This Agreement ("Agreement") made this ____ day of _____, 2019, by and among the City of Plymouth ("City"), having an address of 201 South Main, Plymouth, MI 48170; the Charter Township of Plymouth ("Plymouth Township"), having an address of 9955 North Haggerty Road, Plymouth, MI 48170; the Charter Township of Canton ("Canton Township"), having an address of 1150 South Canton Center Road, Canton, MI 48188-1699; the Western Townships Utilities Authority ("WTUA"), having an address of 40905 Joy Road, Canton, MI 48187, and the County of Wayne (the "County") having an address of _____, Detroit, MI.

RECITALS

WHEREAS, pursuant to previous agreements and understandings, certain property owners in the City are receiving sanitary sewer services from Plymouth Township, for wastewater, including inflow, infiltration, and cooling water ("Flow") which are tributary to WTUA and either the Ypsilanti Community Utilities Authority ("YCUA") wastewater treatment plant or the Rouge Valley Sewage Disposal System ("RVSDS") owned and operated by the County, which conveys Flow to the wastewater treatment plant operated by the Great Lakes Water Authority ("GLWA"), which has succeeded the Detroit Water and Sewage District ("DWSD"), as operator and manager of the wastewater treatment plant;

WHEREAS, WTUA as operator of a wastewater collection and transportation system has provided sanitary sewer services to certain areas in Plymouth Township and Canton Township for Flow that are directly tributary to RVSDS;

WHEREAS, WTUA and its member townships, including Plymouth Township and Canton Township, ceased discharging the majority of their Flow to the RVSDS, which are tributary to the GLWA wastewater treatment plant, on or about July 1, 2017;

WHEREAS, WTUA and its member Townships, including Plymouth Township and Canton Township, and the County are, contemporaneously with this Agreement,

entering into a Termination Agreement, which sets forth the terms under which WTUA and its member Townships will terminate their customer relationship with the RVSDS;

WHEREAS, the County and the City shall provide transportation, treatment, and disposal services ("Services") regarding Flow discharged to the RVSDS from certain areas within Plymouth and Canton Townships that are directly tributary to RVSDS under the terms set forth in the Termination Agreement and herein; and

WHEREAS, WTUA, as agent for Canton Township, Plymouth Township and Northville Township, is willing to assign the right to use certain capacity allocated to WTUA and its member Townships, in RVSDS, and the City is willing to acquire the right to use and will from the date of this Agreement forward, have the assigned capacity referenced wherein in the RVSDS, in addition to the City's capacity that existed prior to the signing of this Agreement; and

The County is willing to approve the assignment of WTUA's right to use a portion of its previously assigned capacity in the RVSDS to the City under the terms described in the Termination Agreement and set forth herein; and

WHEREAS, the parties in an effort to accomplish an orderly transition and continuation of wastewater services in the City, Plymouth Township, Canton Township, and the County have reached this Agreement to facilitate WTUA's termination of discharge to the RVSDS and to arrange assignment of capacity in the RVSDS to the City.

AGREEMENTS

NOW, THEREFORE, the Parties agree, commencing on July 1, 2017, or such other date arranged with the County, as follows:

1. **SERVICE FOR AREA 101.** Plymouth Township shall continue to provide sanitary sewer services for Flow to property owners or other users within the Area labeled as 101, as shown on Exhibit 1, and shall arrange for discharge of sanitary sewer flow from those areas to WTUA, which is tributary to YCUA, unless the County agrees in writing to allow such Flow to be discharged to the RVSDS. The City, at its expense, shall make, operate and maintain all City connections to Plymouth Township and WTUA and shall secure written consent from Plymouth Township, and WTUA for any new City connections, which consent shall not be unreasonably withheld. The City, WTUA, and Plymouth Township shall maintain the current physical separation from RVSDS and WTUA shall continue to maintain a flow meter to confirm that Flow from Area 101 is entering into Plymouth Township's sewer system. The County shall have no responsibility or obligation with respect to previously issued Part 41 permits associated

with Flow from Area 101 that will no longer be conveyed to RVSDS. Notwithstanding this obligation, the City shall own and operate the sewers collecting the Flow in Area 101.

2. **SERVICE FOR AREAS 102-103 & 194 - 195.** The City shall provide sanitary sewer services for Flow to property owners or other users within the Areas labeled as 102 and 103 in Plymouth Township (the "Plymouth Flow Swap Areas") and 194 and 195 in Canton Township (the Canton Flow Swap Areas"), as shown on Exhibit 1 (collectively, the "Township Flow Swap Areas"), and shall arrange for discharge of Flow to RVSDS, which is tributary to GLWA so long as the City remains part of the RVSDS and continues to send discharge of Flow to RVSDS. If the City ceases to remain a part of the RVSDS, discontinues sending discharge flow to RVSDS, or there is a change in the Flow or need for greater capacity in the RVSDS system, the City, Plymouth Township, Canton Township, and WTUA agree that they will meet to negotiate in good faith to amend this Agreement to address changed circumstances. Notwithstanding this obligation, Plymouth Township and Canton Township shall own and operate the sewers collecting those Flows in their respective Flow Swap Areas. Both Plymouth and Canton Township shall continue to be responsible for compliance with Section 2.03 of the Termination Agreement with respect to their respective Flow Swap Areas.

3. **BILLING.** City of Plymouth shall continue to provide billing to City property owners or other users in the Area labeled as 101, as shown on Exhibit 1; Plymouth Township shall continue to provide billing to Plymouth Township owners or other users in the Areas labeled as 102-103; and Canton Township shall continue to provide Canton Township property owners or other users in Areas labeled as 194-195, as shown on Exhibit 1 such billings are subject however to the following additional conditions:

- A. **IWC Reporting and Charges.** The City and Townships are responsible for (i) reporting information from water meters in any Area of that municipality tributary to the County and the Great Lakes Water Authority (GLWA) system for IWC charges and (ii) payment of IWC charges calculated based on those meters for that Area.
- B. **County Billing and Reimbursement.** For purposes of the County's billing of fixed charges, subsequent to the assignment of the service Areas, the City will continue to report total water purchased to the County. Plymouth Township will report the total

water purchased in the Areas 102-103 annually, and Canton Township will report the total water purchased in the Areas 194-195 annually. The Parties agree to confer annually to reconcile and adjust those charges based on reported water purchased over an agreed upon annual period.

- C. **Payment of County Rates and Charges.** So long as the City remains part of the RVSDS, the City shall pay the rates and charges assessed by the County for the provision of Services associated with the Flow from its areas tributary to RVSDS and the Township Flow Swap Areas as authorized by 1957 PA 185, MCL 123.731. Such rates and charges shall be reasonable in relation to the costs incurred by the County for the provision of such Services.
- D. **Cooperation.** The Parties shall cooperate as necessary in gathering and exchanging information for carrying out such billing and shall enter into such additional reasonable agreements required for billing.

4. **RESPONSIBILITY FOR FLOW LIMITS AND FLOW CHARACTER.**

- A. **City Maximum Allowable Flow Limits.** Any limitation on the Flow the City is permitted to discharge to the RVSDS under any agreement with the County ("Flow Limits") shall include Flow from the Township Flow Swap Areas, and the City shall be responsible for any exceedances of these Flow Limits, including those caused by Flow from the Township Flow Swap Areas.
- B. **WTUA Flow Limits.** Any limitation on the quantity of Flow Plymouth Township and WTUA are permitted to discharge to the YCUA system under any agreement with YCUA ("YCUA Flow Limits") shall include the quantity of Flow from the City Flow Areas 101, and Plymouth Township and/or WTUA shall be responsible for any exceedance of the YCUA Flow Limits, including those caused by the quantity of Flow from City Flow Area 101.
- C. **Inflow/Infiltration/Other.** If the City, any Township or WTUA reasonably determines that excess Flow resulting from inflow and infiltration or other cause have materially increased in the Areas reassigned under this Agreement, including without limitation increases that contribute to an exceedance of County or YCUA

Flow Limits, the City, Township and/or WTUA as applicable, upon notice from any affected Party, will confer within 30 days to examine the existence of, and possible causes or responsibilities for, any material increase, and possible billing, cost or other adjustments and corrective measures related to the possible material increase. The City, Plymouth Township, Canton Township, and WTUA agree that they are each responsible for their own pipes, interceptors, lines or other facilities within their jurisdictional boundaries. In the absence of a satisfactory and timely resolution resulting from the Parties' communications on this determination, each Party reserves rights and defenses in subsequent administrative or legal proceedings. Nothing in this subsection shall affect the City's or a Township's responsibility to pay County rates and charges under subsection 3.C. above.

D. **Character of Flow for Township Flow Swap Areas.**

Notwithstanding anything to the contrary, Plymouth Township shall be responsible for the character of the flow originating in the Plymouth Flow Swap Areas; Canton Township shall be responsible for the character of the Flow originating in the Canton Flow Swap Areas; and each Township as applicable shall not deliver Flow to RVSDS that causes an unreasonable burden to RVSDS that (i) causes physical damage to the RVSDS and GLWA system and/or (ii) causes or contributes to an event of noncompliance with GLWA's National Pollutant Discharge Elimination System (NPDES) Permit.

E. **Character of Flow for City Flow Swap Area.** Notwithstanding anything to the contrary, the City shall be responsible for the character of the flow originating in City Flow Swap Area 101 and shall not deliver Flow to the WTUA or YCUA Systems that causes an unreasonable burden to WTUA and YCUA, that (i) causes physical damage to WTUA and the YCUA system and/or (ii) causes or contributes to an event of noncompliance with YCUA's NPDES Permit.

5. **PART 41 PERMITS.** The City and each Township will become responsible for providing or securing certification necessary for issuance of Part 41 permits for Areas assigned to that Party for future service. All Parties agree to cooperate as reasonable and necessary in the certification of any permit issued under Part 41 of

Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 41") as initiated in the reassigned Areas. So long as Flow from the Township Flow Swap Areas is discharged to the RVSDS, the City and the respective Townships shall comply with the County's Sewer Use Ordinance ("SUO"), including the requirements related to the submittal of the application for any permit required under Part 41, and the City and each Township acknowledge that the County shall have the authority to enforce any permit issued under that Part with respect to the Township Flow Swap Areas. The County shall have no responsibility or obligation with respect to previously issued Part 41 permits associated with Flow from Area 101 that will no longer be conveyed to the RVSDS.

6. **NO ANNEXATION.** Plymouth Township shall not attempt to annex any City property within the sanitary sewer service Areas labeled as 101, as shown on Exhibit 1, and the City shall not attempt to annex Plymouth Township property within the sanitary sewer service Areas labeled as 102-103, as shown on Exhibit 1, or Canton Township property within the sanitary sewer service Areas labeled as 194-195, as shown on Exhibit 1.

7. **ORDINANCES.** The City shall maintain and/or adopt such ordinances and enter into such agreements to facilitate the administration and enforcement of industrial pretreatment and other requirements within the service Areas labeled as 101, as shown on Exhibit 1; Plymouth Township shall maintain and/or adopt ordinances and enter into agreements to facilitate the administration and enforcement of industrial pretreatment and other requirements, including the County SUO, within the service Areas labeled as 102-103, as shown on Exhibit 1; and, Canton Township shall maintain and/or adopt ordinances and enter into agreements to facilitate the administration and enforcement of industrial pretreatment and other requirements, including the County SUO, within the service Areas labeled as 194-195, as shown on Exhibit 1.

8. **MAINTENANCE RESPONSIBILITY.** Each Party shall remain responsible for any and all maintenance, service and improvements to sewers and lift stations within its municipal boundaries.

9. **EASEMENTS.** Each Township and the City shall provide any each other and the County with necessary easement and access as the other Party reasonably requires for providing sanitary sewer service as called for in this Agreement, subject to equitable and fair terms, and as needed reimbursement, all as the applicable Parties agree to in writing.

10. **ASSIGNMENT OF ADDITIONAL CAPACITY.** WTUA agrees to permanently assign, and the City agrees to acquire, the right to use up to 11 cubic feet

per second (cfs) of capacity ("Additional Capacity") of WTUA's member townships in RVSDS, subject to the County's approval as set forth below, based on the amount of \$200,000.00 per cfs for \$2,200,000.00 total, which shall be paid to WTUA in annual installments of \$157,142.85 by January 31 each year for a period of fourteen (14) years, such amounts shall be shared by WTUA and the County as provided in a separate cost sharing agreement. The County approves the Assignment, based on the City's agreement to the following:

- A. **Acknowledgements.** The City acknowledges that the Assignment is being approved by the County as part of a settlement of disputed claims and is without prejudice to the City's or County's positions with respect to:
 - i. The ownership of the System and the Flow Limits properly allocated to each customer of the RVSDS; and
 - ii. The continuing effect of the 1961 Agreement and its subsequent amendments.
 - iii. Any position the County or the City may take with respect to allocation of the costs associated with the long term corrective action plan mandated by the Final Order of Abatement, Number 2117 (ACO-SW06-010), as amended entered into by the County and the MDEQ among the remaining customers of the RVSDS.
- B. **Connections Approval.** Any Additional Capacity shall be discharged to the RVSDS at existing connection points as shown in Exhibit 1 and such other connections in the future if approved by Wayne County, which approval shall not be unreasonably withheld.
- C. **City Responsibilities.** The City agrees to be responsible for paying the County for the Services associated with Additional Capacity.
- D. **Right of First Refusal to Further Capacity.** The City shall have the right to request and acquire the right to use further capacity of up two cubic feet per second (cfs) from WTUA for \$200,000.00 per cfs, which shall be paid in a manner consistent with this Section or as the parties otherwise negotiate, provided this right is exercised by December 31, 2019.

- E. **Party Cooperation.** The Parties agree to cooperate, negotiate and execute such other contracts to implement this assignment of Additional Capacity.

11. **REDUCTION OR ELIMINATION OF ADDITIONAL CAPACITY.** The Parties agree as follows regarding reduction or elimination of Additional Capacity:

- A. In the event City is unable to exercise the right to use all of the Additional Capacity intended to be granted hereunder for reasons beyond its reasonable control, including but not limited to, as a result of any objection, at any time, by any other local unit that is a signatory to the RVSDS or member of the RVIS, the County, GLWA, any future authority or member of any future authority created to include some or all of the current members of RVSDS or RVIS, or any other person or entity, but not including the lack of Flow from the City service area, including the Township Flow Swap Areas, no further payments will be due, and this Section of the Agreement shall become null and void and the City shall have no further rights under Section 10, provided that City must give written notice of its inability to use such Additional Capacity to WTUA and WTUA is unable to cure this inability within 45 days of receipt of the notice.
- B. In the event that the Additional Capacity assigned to the City is reduced (as opposed to eliminated), or the City is unable to exercise the right to use some of the assigned Additional Capacity for reasons beyond its reasonable control, including but not limited to, as a result of any objection, at any time, by any other local unit that is a signatory to the RVSDS or member of the RVIS, the County, GLWA, any future authority or member of any future authority created to include some or all of the current members of RVSDS or RVIS, or any other person or entity, but not including the lack of Flow from the City service area, including the Township Flow Swap Areas, City's payment shall be prorated to reflect the ratio of (a) the Additional Capacity it is able to exercise the right to use to (b) the amount of Additional Capacity originally assigned by this Agreement, provided the City must give written notice to WTUA of such reduction and WTUA is unable to cure this inability within 45 days of receipt of the notice.

12. **CONSTRUCTION AND DISPUTES.** The Agreement shall be construed under the laws of the State of Michigan, and any disputes under this Agreement, if not otherwise resolved, shall be decided by courts of competent jurisdiction in Michigan.

13. **SUCCESSORS AND ASSIGNS.** The Agreement shall inure to the benefit and be binding upon the respective Parties, including their successors and assigns.

14. **COMPLETE AGREEMENT AND MODIFICATION.** The Parties agree that this is the complete understanding of the Agreement and shall not be modified except as agreed to in writing by the Parties.

15. **BINDING EFFECT.** This Agreement will only become effective and binding upon the parties after the County of Wayne, Michigan, by Resolution, approves the terms of this Agreement.

16. **SEVERABILITY.** The Parties agree that if any provision of this Agreement is rendered invalid, void or unenforceable in any manner, the remaining provisions of this Agreement shall nonetheless continue in full force and effect without being impaired or invalidated in any way.

CITY OF PLYMOUTH

NAME: _____

TITLE: _____

CHARTER TOWNSHIP OF PLYMOUTH

NAME: Kurt Heise

TITLE: Supervisor

NAME: Jerry Vorva

TITLE: Clerk

EXHIBIT 1

Exhibit 1

Legend

Meters

Connection Points

Sanitary Manholes

Sanitary Pipes

Roads

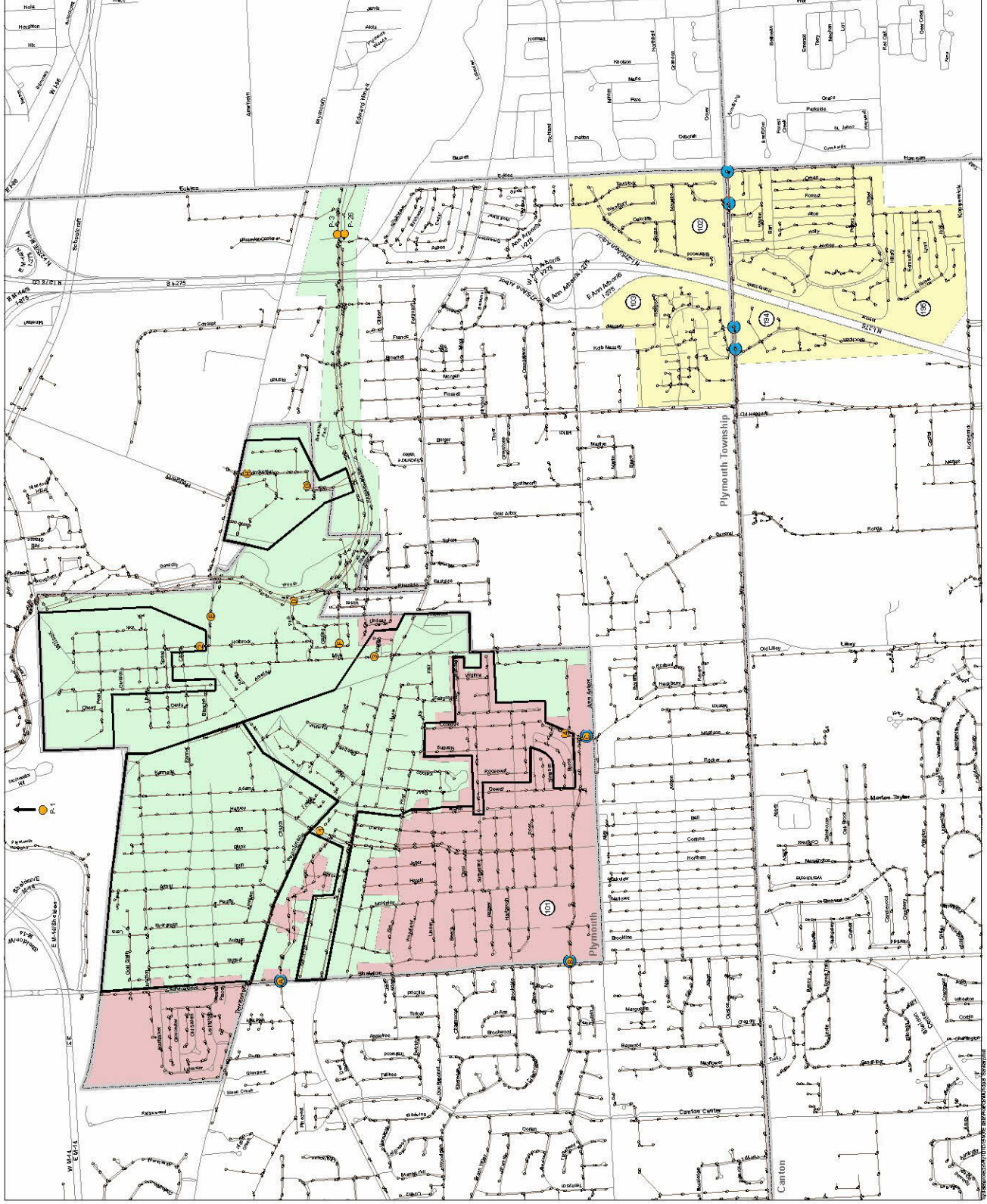
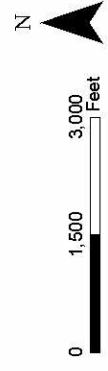
Municipal Boundaries

Tributary to WTUA (101)

Tributary to Wayne County

Plymouth Township (103, 102) and Canton Township (194, 195) Areas

Meter Districts





CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2019

ITEM: Approve the application of Webasto Roof Systems, Inc. for a 12 year Industrial Facilities Exemption Certificate, Resolution #2019-04-23-44

PRESENTER: Jerry Vorva, Clerk and Kevin Bennett, Attorney

BACKGROUND: On March 26, 2019, the Board approved the establishment of an Industrial Development District (IDD) for the 3 parcels of property located at Schoolcraft and Haggerty, aka the Schoolcraft Business Park.

Webasto Roof Systems, Inc., has submitted an application for a 12 year Industrial Facilities Exemption Certificate for the property now formally known as 14200 Haggerty Road, Plymouth MI 48170.

Webasto is headquartered in Stockdorf, Germany. The North American operations are headquartered in Rochester Hills. They have over 50 locations worldwide; 30 of which are manufacturing plants. Webasto is an Automotive Tier 1 supplier to OEM manufacture and they will be producing automotive roof systems at this location which will be the new construction of a 290,000 square foot light manufacturing facility with parking for 350 cars and 16 truck wells.

10 employees will be transferred from within the Webasto organization and 441 new employees are expected to be hired at full operation.

PROPOSED RESOLUTION: I move to approve Resolution #2019-04-23-44, granting a 12 year Industrial Facilities Exemption Certificate to Webasto Roof Systems, Inc., for the land and new building located at 14200 Haggerty Road in the Schoolcraft Business Park, as requested.

Moved By _____ Seconded By _____

ROLL CALL:

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

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

RESOLUTION #2019-04-23-44

**RESOLUTION TO APPROVE THE APPLICATION OF WEBASTO ROOF SYSTEMS, INC.,
FOR A TWELVE YEAR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR A
NEW FACILITY TO BE LOCATED AT 14200 HAGGERTY ROAD**

At a regular meeting of the Board of Trustees for the Charter Township of Plymouth (the Board) held at Township Hall located at 9955 N Haggerty Road, Plymouth, Michigan on April 23, 2019, the following resolution as offered:

WHEREAS, pursuant to P.A. 198 of 1974, MCL 207.551 et seq., after a duly noticed public hearing held on March 26, 2019, the charter Township of Plymouth Board of Trustees by Resolution #2019-03-26-33 established Schoolcraft Business Park Industrial Development District; and,

WHEREAS, Webasto Roof systems, Inc., has filed an application for an Industrial Facilities Exemption Certificate with respect to a new facility to be acquired and installed within the Schoolcraft Business Park Industrial Development District; and,

WHEREAS, before acting on said application, the Charter Township of Plymouth Board of Trustees held a hearing on April 23, 2019 at Plymouth Township Hall, 9955 N Haggerty Road, Plymouth, Michigan, at 7:00 p.m., at which hearing the Webasto Roof Systems, Inc., the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and,

WHEREAS, construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before March 28, 2019, the date of acceptance of the application for the Industrial Facilities Exemption Certificate; and,

WHEREAS, completion of the facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in the Charter Township of Plymouth; and,

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the Charter Township of Plymouth, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted;

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Charter Township of Plymouth that:

1. The Charter Township of Plymouth finds and determines that the granting of Webasto Roof Systems, Inc., application for an Industrial Facilities Exemption

Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of 1974, as amended, and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the Charter Township of Plymouth, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the Charter Township of Plymouth.

2. The application from Webasto Roof Systems, Inc., for a 12 year Industrial Facilities Exemption Certificate on the following described parcel of real property situated within the Schoolcraft Business Park Industrial Development District to wit:

PARCEL C PROPERTY DESCRIPTION (REMAINDER PARCEL)

PART OF THE SOUTHWEST 1/4 OF SECTION 24, T.1S., R.8E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SCHOOLCRAFT ROAD (SO-CALLED) WHICH IS DUE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 904.93 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 24 AND N.62°08'33"W. ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SCHOOLCRAFT ROAD (SO-CALLED) 420.00 FEET; THENCE FROM SAID POINT OF BEGINNING CONTINUING N.62°08'33"W. ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SCHOOLCRAFT ROAD (SO-CALLED) 657.85 FEET; THENCE S.23°17'55"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF HAGGERTY ROAD (SO-CALLED) 943.09 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE S.20°02'24"W. 472.25 FEET; THENCE S.89°55'17"E. ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF THE C & O RAILROAD (SAID LINE BEING 124.50 FEET NORTHERLY OF AND PARALLEL TO THE ORIGINAL CENTERLINE OF THE MAIN TRACK) 404.78 FEET; THENCE DUE NORTH 99.29 FEET; THENCE DUE EAST 531.00 FEET; THENCE DUE NORTH 326.81 FEET; THENCE N.17°54'37"W. 49.08 FEET; THENCE 215.69 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 164°46'27" AND A LONG CHORD BEARING N.16°18'59"W. 148.68 FEET TO A POINT OF REVERSE CURVATURE; THENCE 90.04 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 38°12'48" AND A LONG CHORD BEARING N.46°57'51"E. 88.38 FEET; THENCE N.27°51'27"E. 370.10 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 18.80 GROSS AND NET ACRES.

Be and the same is hereby approved.

3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force for a period of 12 years.

Present:

Moved By:

Supported By:

ROLL CALL VOTE:

Invoice No.	Inv. Date	Inv. Amount	Disc. Amt	CHECK DATE: 03/28/19	CHECK NO.: 002054	CITPL
2019-03-28B	03/28/19	1,500.00	0.00	PERMIT TAX ABATEMENT	Vchr 00005	Net Amount 1,500.00
				1,500.00 GL Acct 7420-0000		

TOTAL 1,500.00 0.00 1,500.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

(WEB)

CITPL

COMERICA BANK
LIVONIA, MI
9-9
720326

HILLSIDE INVESTMENT PARTNERS HOLDINGS
39475 W. 13 MILE ROAD
SUITE 203
NOVI, MI 48377

One Thousand Five Hundred and no/100 DOLLARS ***

TO THE
ORDER OF

CHARTER TOWNSHIP OF PLYMOUTH
PO BOX 8040
PLYMOUTH, MI 48170

DATE	CHECK NO.	AMOUNT
03/28/19	002054	\$1,500.00*

James R. Raby

Void After 90 Days

⑈002054⑈ ⑆072000096⑆ 1853000824⑈

Plymouth Charter Township
Date Entered 04/17/2019 4:24:37 PM
Posting Date: 04/18/2019
Code: MI
Ref MISCELLANEOUS
Receipt 304201
Amount \$1,500.00
Tender Type: CHECKS
Check #: 002054

MAR 28 2019

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

PLYMOUTH TWP
CLERK'S OFFICE

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date received by Local Unit March 28, 2019
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Webasto Roof Systems, Inc.		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) Light Industrial	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) R-78-023-99-0030-702 & R-78-023-99-0030		1d. City/Township/Village (indicate which) Plymouth Township	1e. County Wayne
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Research and Development (Sec. 2(9))		3a. School District where facility is located Plymouth-Canton	3b. School Code 82100
		4. Amount of years requested for exemption (1-12 Years) Twelve (12)	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

New construction of 290,000 sq ft, light manufacturing facility on 18.66 acres with 10,000 sq. ft. of office, 350 car parking, 16 truckwells, energy efficient HVAC and emense natural lighting throughout.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	\$21,000,000.00 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	\$21,000,000.00 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	5/5/19	1/1/20
Personal Property Improvements		

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☒ Yes ☐ No

9. No. of existing jobs at this facility that will be retained as a result of this project. **10**
10. No. of new jobs at this facility expected to create within 2 years of completion. **441**

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	
b. TV of Personal Property (excluding inventory)	
c. Total TV	

12a. Check the type of District the facility is located in:

☒ Industrial Development District ☐ Plant Rehabilitation District

12b. Date certificate was established by local government unit (contact local unit)

3/26/19

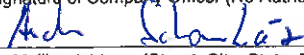
12c. Is this application for a speculative building (Sec. 3(8))?

☐ Yes ☒ No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Robert Freeman	13b. Telephone Number (248) 299-2038	13c. Fax Number	13d. E-mail Address robert.freeman@webasto.com
14a. Name of Contact Person Edis Tokovic	14b. Telephone Number (248) 997-5510	14c. Fax Number	14d. E-mail Address Edis.Tokovic@webasto.com
▶ 15a. Name of Company Officer (No Authorized Agents) Andre Schoenekaes, CEO & President			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number	15d. Date Mar 22, 2019
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 1757 Northfield Dr, Rochester Hills, MI 48309		15f. Telephone Number (248) 997-5122	15g. E-mail Address andre.schoenekaes@webasto.

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)	
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.			
16c. LUCI Code		16d. School Code	
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application	

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

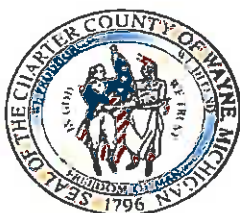
State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal



Warren C. Evans
Wayne County Executive

April 16, 2019

Kurt L. Heise, JD, LL.M, Supervisor
Charter Township of Plymouth
9955 N. Haggerty Road
Plymouth, MI 48170-4673

Dear Kurt,

I have been working with the Michigan Economic Development Corporation (MEDC) to attract Webasto's major new manufacturing facility to Wayne County for several months. Webasto has been a great long-time employer in Michigan. I look forward to them expanding their presence in Michigan with their proposed manufacturing facility in Plymouth Township.

This new facility will bring needed new property tax revenue to the County and the Township with the development of their manufacturing facility on what is now vacant land. In addition, the 440 plus new jobs they will create will help ensure that our community remains recession resistant.

I assisted them in obtaining the workforce development proposals which were included in the Business Development Proposal package prepared for Webasto by the MEDC. This demonstration of support along with the support of the Township is critical to landing this project in our community and demonstrating once again that Plymouth Township and Wayne County are pro-business communities.

We have worked together now for several years on the MITC committee. Supporting this project sends a positive message to the business community that the MITC will be a great place for them to locate.

Sincerely,

David Schreiber
Business Development Manager

Wayne County Economic Development Corporation
500 Griswold, 28th Floor, Detroit, Michigan 48226

MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

February 11, 2019

Mr. Andre Schoenekaes
President & CEO
Webasto Roof Systems Inc.
1757 Northfield Drive
Rochester Hills, MI 48309

Dear Mr. Schoenekaes:

Thank you for giving the Michigan Economic Development Corporation (MEDC) the opportunity to site Webasto Roof Systems Inc.'s expansion. Michigan is the best choice for your investment. You will find easy access to a large pool of talented workers, a business-friendly climate, and a well-established transportation system that will allow you to get your products to market quickly and cost-effectively.

Based on the estimated project parameters provided by Webasto Roof Systems Inc. (\$47 million in qualified capital investment, which will create at least 441 new jobs over three years), we are pleased to provide an economic development package of state and local incentives totaling up to an estimated \$2.7 million. Please see the attached "Incentives Profile for Webasto Roof Systems Inc." for a more-detailed description of the incentives being offered.

This offer includes up to \$2.7 million in funding from the Michigan Business Development Program ("MBDP" or "Program"). The MBDP is designed to provide a grant, loan, or other economic assistance to qualified businesses that make qualified investments or create qualified new jobs, or both, in Michigan. While the Program is operated and funded through the Michigan Strategic Fund ("MSF"), recommendations for awards under the Program are presented by the MEDC to the MSF Board.

Under the MBDP, qualified new jobs are in addition to jobs already located in Michigan. Based on the projected number of jobs and investment anticipated by this project, the MEDC is interested in further exploration of a possible recommendation to the MSF Board for approval of a performance-based grant.

If you decide to accept these proposed incentives, please sign and date this letter in the space designated below, and return it to the MEDC. Your signature constitutes acceptance of the terms and requirements of this proposed incentive package. These incentives remain subject to a business integrity review, background check process, and other general due diligence as may be necessary or required; the results of which must be satisfactory to the MEDC, the Office of the Chief Compliance Officer, and related authorities. The MEDC must receive your written acceptance by **March 11, 2019**; otherwise these proposed incentives and services may be subject to renegotiation. Upon acceptance, the offer will remain active for 90 days while due diligence is conducted and the MSF Board considers approval.

PURE MICHIGAN®

Mr. Andre Schoenekaes
February 11, 2019
Page 2

In summary, the State of Michigan is committed to supporting and growing the manufacturing industry in our state. Webasto Roof Systems Inc.'s expansion is an important project and we welcome the opportunity to help your company.

If you have any questions or concerns, please do not hesitate to contact Ricardo Gonzalez directly, either by phone at (517) 449-7645 or email to gonzalezr3@michigan.org. Mr. Gonzalez is available to coordinate all aspects of your company's project.

Sincerely,

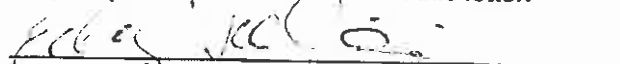


Stacy Bowerman
Vice President
Business Development Projects

Attachments

cc: Ricardo Gonzalez, MEDC
Jibran Ahmed, MEDC
Dave Schreiber, Wayne County

The undersigned agrees to accept the above incentives and services as proposed by the MEDC subject to the conditions stated in this letter.



Company Representative

Date: 02/22/19

Please Return Written Acceptance to the MEDC:

Mail: Attn: Ricardo Gonzalez, 300 North Washington Square, Lansing, Michigan 48913
Fax: (517) 335-0198 | **Email:** gonzalezr3@michigan.org

Programs and Incentives

Financial Programs and Incentives

Michigan Business Development Program

One of the 21st Century Jobs Fund's economic incentive programs in Michigan administered by the MEDC is the MBDP or "Program". The MBDP is designed to provide a grant, loan, or other economic assistance to qualified businesses that make qualified investments, create qualified new jobs, or both, in Michigan. While the Program is operated and funded through the MSF, recommendations for awards under the Program are presented by the MEDC to the MSF Board.

Under the program, qualified new jobs are in addition to jobs already located in Michigan.

Any incentive awarded under the Program is contingent upon several factors, including:

- (i) submission by the Company of a completed application and all other documentation required under the Program;
- (ii) satisfactory community support;
- (iii) available MSF funding;
- (iv) completion of financial review, business integrity review, required background checks, and other business and legal review and due diligence as required, and the results of which must be satisfactory to the MEDC, the MSF Board, and as applicable, the Chief Compliance Officer;
- (v) approval of an award by the MSF Board; and
- (vi) execution of a final agreement between the Company and the MSF Board containing established milestones and reporting requirements, and all other detailed terms and conditions, required by the MSF Board.

Any funds disbursed to the Company will be subject to a repayment provision, including if the jobs are eliminated.

Instruction for Completing Form 1012, *Industrial Facilities Tax Exemption (IFT) Application*

The completed original application form 1012 and all required attachments, plus two additional copies, **MUST** be filed with the clerk of the local unit of government where the facility is or will be located. Complete applications must be received by the State Tax Commission by October 31 to ensure processing and certification for the following tax year. Applications received after the October 31 deadline will be processed as expeditiously as possible.

Please note that attachments listed on the application in number 16a are to be retained by the local unit of government, and attachments listed in number 16b are to be included with the application when forwarding to the State Tax Commission (STC).

(Before commencement of a project the local unit of government must establish a district, or the applicant must request in writing a district be established, in order to qualify for an IFT abatement. Applications and attachments must be received by the local unit of government within six months of commencement of project.)

The following information is required on separate documents attached to form 1012 by the applicant and provided to the local unit of government (city, township or village) in triplicate. (Providing an accurate school district where the facility is located is vital.)

1. Legal description of the real property on which the facility is or will be located. Also provide property identification number if available.
2. Personal Property Requirements: Complete list of new machinery, equipment, furniture and fixtures which will be used in the facility. The list should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs (see sample). Detail listing of machinery and equipment must match amount shown on question 6b of the application. Personal property applications must have attached a certified statement/affidavit as proof of the beginning date of installation (see sample).
3. Real Property Requirements: Proof of date the construction started (groundbreaking). Applicant must include one of the following if the project has already begun; building permit, footings inspection report, or certified statement/affidavit from contractor indicating exact date of commencement.
4. Complete copy of lease agreement as executed, if

applicable, verifying lessee (applicant) has direct ad valorem real and/or personal property tax liability. The applicant must have real and/or personal property tax liability to qualify for an IFT abatement on leased property. If applying for a real property tax exemption on leased property, the lease must run the full length of time the abatement is granted by the local unit of government.

The following information is required of the local unit of government: [Please note that only items 2, 4, 5, 6, & 7 below are forwarded to the State Tax Commission with the application, along with items 2 & 3 from above. The original and one complete copy are required by the STC. The remaining items are to be retained at the local unit of government for future reference. **(The local unit must verify that the school district listed on all IFT applications is correct.)**]

1. A copy of the notice to the general public and the certified notice to the property owners concerning the establishment of the district.
2. Certified copy of the resolution establishing the Industrial Development District (IDD) or Plant Rehabilitation District (PRD), which includes a legal description of the district (see sample). If the district was not established prior to the commencement of construction, the local unit shall include a certified copy or date stamped copy of the written request to establish the district.
3. Copy of the notice and the certified letters to the taxing authorities regarding the hearing to approve the application.
4. Certified copy of the resolution approving the application. The resolution must include the number of years the local unit is granting the abatement and the statement "the granting of the Industrial Facilities Exemption Certificate shall not have the effect of substantially impeding the operation of (governmental unit), or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in (governmental unit – see sample).
5. Letter of Agreement (signed by the local unit of government and the applicant per P.A. 334 of 1993 (see sample).

6. Affidavit of Fees (signed by the local unit of government and the applicant), (Bulletin 3, January 16, 1998). This statement may be incorporated into the Letter of Agreement (see sample).
7. Treasury Form 3222 (if applicable) - Fiscal Statement for Tax Abatement Request.

The following information is required for rehabilitation applications in addition to the above requirements:

1. A listing of existing machinery, equipment, furniture and fixtures which will be replaced or renovated. This listing should include description, beginning date of installation or expected installation by month/day/year, and costs or expected costs.
2. A rehabilitation application must include a statement from the Assessor showing the taxable valuation of the plant rehabilitation district, separately stated for real property (EXCLUDING LAND) and personal property. Attach a statement from the assessor indicating the obsolescence of the property being rehabilitated.

The following information is required for speculative building applications in addition to the above requirements:

1. A certified copy of the resolution to establish a speculative building.
2. A statement of non-occupancy from the owner and the assessor.

Please refer to the following Web site for P.A. 198 of 1974:
<http://www.legislature.mi.gov/>.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.

Clear Form

ABATEMENT CONTRACT
BETWEEN THE CHARTER TOWNSHIP OF PLYMOUTH
AND Webasto Roof Systems Inc.

This Agreement, made this _____ day of _____, 20____, by and between the Charter Township of Plymouth, (hereinafter referred to as "Township"), and Webasto Roof Systems Inc. (hereinafter referred to as "Company").

WHEREAS, pursuant to Section 22 of Act 334 of the Public Acts of 1993, it is necessary for the "Township" and the "Company" to enter into a written agreement prior to approval and issuance of an Industrial Facility Exemption Certificate; and

WHEREAS, this Agreement must formally accompany any application made by the "Company" for an Industrial Facilities Exemption Certificate to the State of Michigan, outlining the conditions and resources to be upheld during an abatement period.

WHEREAS, the Township desires to provide the abatement as evidenced in the application for an Industrial Facilities Exemption Certificate.

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

The "Company" agrees to satisfy the following conditions and the "Company" understands and acknowledges that failure to satisfy any one of the conditions could result in the Township Board adopting a resolution recommending to the State Tax Commission revocation of the Industrial Facilities Exemption Certificate at the sole option of the "Township":

1. The "Company" agrees to submit a report regarding status of employment every two (2) years during the abatement period beginning with an initial report filed no later than the 10th day of January immediately following the second year after the issuance date of the Industrial Facilities Exemption Certificate. The "Company" shall in no event neglect to submit the above report upon thirty (30) days written notice from the "Township". The report must include:

- a) The number of new jobs promised in the application and the actual number of new jobs created to date; and
- b) If the number of applicant's employees is not equal to or greater than the number given in the application, an explanation for any shortfall shall be included; and

It will be a substantial default of this Agreement if the "Company" asserts to any court or administrative agency during the term of this Agreement that the true cash value of the property (real or personal) is other than or different than the amounts stated in the tax abatement application. The "Company" hereby stipulates and certifies that it has accurately valued the personal property and/or real property which is the subject of the abatement and the "Township" can rely on the figures represented in the application.

The "Company" agrees to reimburse the "Township" for any costs the "Township" incurs in responding to or contesting any appeal the "Company" asserts to any court or administrative agency during the term of this Agreement that the true cash value of the property (real or personal) is other than or different than the amount stated in the tax abatement application except as offset by applicable State Tax Commission Depreciation Table(s) and asset disposals. The costs subject to this section include attorney fees, appraisal costs, filing fees, expert witness fees, travel costs, copying expense, and any other cost or expense reasonably incurred by the "Township" in responding to or defending against such assertions.

4. The parties hereto further agree that if any of the above referenced conditions are not met within thirty (30) days after written notice by the "Township" of such failure, thereafter the "Township" may recommend revocation of this tax abatement. The "Township" shall not recommend such revocation until after a hearing is conducted wherein the "Company" shall be offered an opportunity to demonstrate why it has not breached any of the conditions set forth above or any other reasons why the tax abatement should not be revoked. The "Company" shall be given thirty (30) days written notice of such hearing which shall be conducted by the "Township" or its designee.
5. The determination of whether to recommend revocation of the Industrial Facilities Exemption Certificate shall be in the sole discretion of the Board of Trustees of the "Township."

In the alternative after such hearing, the Board of Trustees of the "Township" may require the "Company" to post a performance bond, funded by a percentage of the abated taxes, or may sue for money damages in a court of competent jurisdiction, in lieu of or in addition to recommending revocation of the Industrial Facilities Exemption Certificate. The performance bond shall be limited to the amount of abated taxes to ensure that all of the above conditions are met. The calculation of the amount of the bond shall be determined by the Board of Trustees of the "Township" and shall be binding upon the "Company" absent manifest error. The "Township" may make a claim against and enforce the terms of that performance bond.

By signature of representatives of both the "Company" and the "Township", it is understood that both the "Company's" investment in the project and the "Township's" investment through the granting of the Industrial Facilities Exemption Certificate are to encourage the economic growth of all.

It is also acknowledged that certain economic conditions can, at times, prohibit the maintenance of the "Company's" targeted status. It is understood that if such conditions exist at the time of the designated "Company" reports, the governing body of the "Township" will carefully evaluate the "Company's" situation, and will inform the "Company" if any action is considered in order to give the "Company" an opportunity for correction.

AFFIDAVIT OF FEES

In accordance with State Tax Commission Bulletin No. 3, dated January 1998, representatives of the "Township" and the "Company" do hereby swear and affirm by their signatures below that no payment(s) in excess of the fee allowed by Act 198, as amended, whether referred to as "fees", "payments in lieu of taxes", "donations", or by other like terms, has (have) been made or promised in exchange for favorable consideration of an Industrial Facilities Exemption Certificate application.

APPLICANT:

CHARTER TOWNSHIP OF PLYMOUTH:

Webasto Roof Systems Inc.

Company Name

Kurt Heise

Its: Supervisor

AL Schoenkaes

Signature

Its: André Schoenkaes, President & CEO

Jerry Vorva

Its: Clerk

Approved by the Charter Township of Plymouth Board of Trustees on

_____.

Resolution No. _____

PROPERTY DESCRIPTION

PART OF THE SOUTHWEST 1/4 OF SECTION 24, T. 1 S., R. 8 E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SCHOOLCRAFT ROAD (SO-CALLED) WHICH IS DUE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 904.93 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 24 AND N. 62°08'33" W. ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SCHOOLCRAFT ROAD (SO-CALLED) 420.00 FEET; THENCE FROM SAID POINT OF BEGINNING CONTINUING N. 62°08'33" W. ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SCHOOLCRAFT ROAD (SO-CALLED) 657.85 FEET; THENCE S. 23°17'55" W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF HAGGERTY ROAD (SO-CALLED) 943.09 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE S. 20°02'24" W. 472.25 FEET; THENCE S. 89°55'17" E. ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF THE C & O RAILROAD (SAID LINE BEING 124.50 FEET NORTHERLY OF AND PARALLEL TO THE ORIGINAL CENTERLINE OF THE MAIN TRACK) 404.78 FEET; THENCE DUE NORTH 99.29 FEET; THENCE DUE EAST 531.00 FEET; THENCE DUE NORTH 328.81 FEET; THENCE N. 17°54'37" W. 49.08 FEET; THENCE 215.69 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 164°46'27" AND A LONG CHORD BEARING N. 16°18'59" W. 148.68 FEET TO A POINT OF REVERSE CURVATURE; THENCE 90.04 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET, A CENTRAL ANGLE OF 38°12'48" AND A LONG CHORD BEARING OF N. 46°57'51" E. 88.38 FEET; THENCE N. 27°51'27" E. 370.10 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 18.80 GROSS AND NET ACRES.

Robert Freeman
Webasto Roof Systems Inc.
 Commercial / Facilities Manager
 1757 Northfield Dr., Rochester Hills, Michigan, 48309 USA
 Phone: +1 (248) 299-2038
 Fax: +1 (248) 853-2279
 Mobile: + 1 (248) 409-8880
 E-Mail: Robert.Freeman@webasto.com
www.webasto.com

Plymouth Township Tax Abatement Information Summary

- Is it wholly owned or a subsidiary of another company and if so, which company?
 The Webasto Group is headquartered in Stockdorf, Germany. Webasto's North America operations is headquartered in Rochester Hills, Michigan with facilities throughout.
- Place of origin, location of other facilities.
 The Webasto Group has over 50 locations around the world – with over 30 of these being manufacturing plants.
- What is the mission of the company on a large scale?
 The basis of the long-term development of the automotive supplier is the ONE Webasto corporate program. It encompasses the strategy, brand positioning and culture of the company.
 Webasto has a distinctive corporate culture that is characterized by the following values:
 - Responsibility with a Long-Term View
 - Passion for Quality and Innovation
 - Hearts and Minds for Our Customers
 - Embracing Cooperation and Improvement
 - Courageously Optimistic
 Webasto employees from a range of different cultures have developed these values together. These five values offer us a guide for cooperating with our colleagues, customers and business partners across national borders. We embody these values – that make us a very special company – worldwide.
- What particular product or process will be employed at new Plymouth Township facility?
 Automotive Tier 1 supplier to OEM manufacture and will be producing automotive roof systems.
- What does the company do and what degree of technology is utilized?
 Webasto is a global innovative systems partner to almost all automobile manufacturers and is among the top 100 suppliers in this sector worldwide. In our core business areas of sunroofs and panorama roofs, convertible roofs and parking heaters we have consistently set trends in technology and design. With electric heating systems, charging solutions and battery systems we are also addressing the growth market of electromobility. We are present where our customers need us.
 Sustainability is a key aspect of future mobility. Among others, this includes reducing fuel consumption and the use of alternative drive systems. To this end, we offer automobile manufacturers and end customers innovative technologies and products.
- How many employees will be transferred from a different facility and how many new employees are expected to be hired at the new facility?
 10 employees will be transferred from within Webasto organization and 441 new employees are expected to be hired when at full operation.

Robert Freeman
Webasto Roof Systems Inc.
 Commercial / Facilities Manager

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 Mobile: + 1 (248) 409-8880
 E-Mail: Robert.Freeman@webasto.com
www.webasto.com

Plymouth Township Tax Abatement Information

Webasto Capital Investment - Cost of machinery, equipment, furniture, and fixtures.

Personal Property – Machinery & Equipment - Production lines machinery and components, compressed air system, electrical distribution systems, material handling equipment, maintenance equipment, cranes, etc.

Year 1: \$10,000,000

Year 2: \$20,000,000

Year 3: \$3,000,000

Sub Total: \$33,000,000

Personal Property – Special Tooling – Production line individual mold fixtures, contract specific fixtures, gearing, & carriers, specialized repair & maintenance tooling, etc.

Year 1: \$2,000,000

Year 2: \$4,000,000

Year 3: \$1,300,000

Sub Total: \$7,300,000

Personal Property – Computers & IT – Network servers and services, wiring, phone switch equipment, audio/visual equipment, laptops & PC's, printers & plotters, wireless system, parts monitoring, production components scanning equipment, etc.

Year 1: \$500,000

Year 2: \$400,000

Year 3: \$150,000

Sub Total: \$1,050,000

Personal Property – Furniture and Fixtures – Office furniture, conference furniture, lobby furniture, cafeteria furniture and equipment, storage racking, etc.

Year 1: \$50,000

Year 2: \$200,000

Year 3: \$50,000

Sub Total: \$300,000

OVERALL TOTAL: \$41,650,00

Please note that most information and costs are proprietary per Webasto contracts.

Robert Freeman
Webasto Roof Systems Inc.
 Commercial / Facilities Manager

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of this ____ day of _____, 2019 by and between [_____] LLC, a Michigan limited liability company]¹, as Landlord (the "Landlord"), whose address is 39475 W. Thirteen Mile Road, Suite 203, Novi, Michigan 48377, and WEBASTO ROOF SYSTEMS, INC., a Delaware corporation, as Tenant (the "Tenant"), whose address is 1757 Northfield Drive, Rochester Hills, Michigan 48309.

ARTICLE 1 – DESCRIPTION.

Section 1. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated in the Township of Plymouth, County of Wayne, State of Michigan, to wit: the real property, which includes a light industrial building containing approximately 290,000 square feet, as more particularly identified on Exhibit "A" attached hereto ("Premises") and depicted on Exhibit "A-1" attached hereto (the "Site Plan").

ARTICLE 2 - COMPLETION OF PREMISES.

Section 1. Improvements (as hereinafter defined) to the Premises shall be constructed substantially in accordance with the Space Plan and Specifications set forth in Exhibit "B" attached hereto and the Site Plan (collectively, the "Specifications"). Based upon the Specifications, Landlord in conjunction with its general contractor will prepare working drawings (the "Construction Documents") detailing the required improvements (the "Improvements"). To the extent the Construction Documents are not consistent with the Specifications they shall be submitted to Tenant, for its prior written review and approval, which shall not be unreasonably withheld, delayed or conditioned. In order to substantially complete the Improvements on or prior to the Scheduled Completion Date (as hereinafter defined), Tenant must approve the Construction Documents (to the extent Tenant's approval is required hereunder) prior to the date set forth on the Construction Schedule attached hereto as Exhibit "C". Landlord and Tenant shall cooperate and act in good faith, in a timely manner, and otherwise in accordance with this Section to reach agreement on the Construction Documents, which shall be initialed by both parties upon approval (or deemed approval, as discussed below) of the same (thereafter, the "Approved Plans"). It is understood and agreed by Tenant that any minor changes from any Specifications, Construction Documents or the Approved Plans by Landlord during construction of the Premises shall not relieve Tenant of its obligations under this Lease, provided that such change does not materially, adversely interfere with Tenant's occupancy of the Premises for its intended use. Landlord's construction work shall be pursuant to applicable ordinances, statutes, regulations and laws. For purposes herein, any time Tenant's consent or approval is required or requested by Landlord in connection with the Improvements being performed by Landlord, including, without limitation, the Construction Documents, Tenant shall have three (3) business days after receipt of such request to respond, with the failure to timely respond being deemed an approval of the same.

Section 2. Landlord agrees to all use commercially reasonable efforts to ensure Phase I (as hereinafter defined) of the building is Substantially Complete, and to deliver possession of Phase I, on or before September 15, 2019 (the "Phase I Scheduled Completion Date"), and that Phase II (as hereinafter defined) of the building is Substantially Complete, and to deliver possession of Phase II, on or before January 1, 2020 (the "Phase II Scheduled Completion Date", and collectively, with Phase I Scheduled Completion Date, the "Scheduled Completion Date"). For purposes hereof, "Phase I" means the portion of the building to be constructed pursuant to the Specifications as depicted on Schedule 1 attached hereto and incorporated herein. For purposes hereof, "Phase II" means the portion of the building to be constructed pursuant to the Specifications as depicted on Schedule 2 attached hereto and incorporated herein. Any changes which Tenant

¹ Landlord will be fee owner of premises upon execution.

requests to the Specifications, Construction Documents or Approved Plans will require that Tenant and Landlord shall execute a change order as set forth below. Tenant shall be responsible for (a) the cost and fees of such change(s) plus a fee equal to five percent (5%) of such cost payable to Landlord upon completion of the work pursuant to the change order, and (b) any resulting delays in the completion of the Improvements, the same being deemed a Tenant Delay (as hereinafter defined) hereunder. If in good faith Landlord is delayed or hindered in construction by any labor dispute, strike, lockout, fire, unavailability of material, severe weather, acts of God, restrictive governmental laws or regulations, riots, insurrection, war or other casualty or events of a similar nature beyond its reasonable control (collectively, the "Excusable Events" and individually, an "Excusable Event"), or a Tenant Delay, the Scheduled Completion Date for completion shall be extended for the period of delay caused by the Excusable Event or Tenant Delay. Landlord will deliver the Premises with the Improvement substantially completed, when the Premises is Substantially Complete (as defined herein). If Landlord is unable, for any reason other than an Excusable Event and/or a Tenant Delay, to deliver the Premises in a condition that is Substantially Complete by the Scheduled Completion Date (as may be extended by an Excusable Event and/or Tenant Delay, the "Required Completion Date"), Tenant, as its sole exclusive and remedy, shall have the following remedies: (i) from the period commencing on the Required Completion Date to the thirtieth (30th) day thereafter, until the Landlord delivers the Premises to Tenant in a condition that is Substantially Complete, Tenant shall receive day for day abatement of base rent for each day after Required Completion Date that Landlord continues to be unable to deliver the Premises to Tenant in a condition that is Substantially Complete; (ii) from the period commencing on the thirty first (31st) day after the Required Completion Date to the sixtieth (60th) day thereafter, until the Landlord delivers the Premises to Tenant in a condition that is Substantially Complete, Tenant will receive 1.5 days' base rent for each day thereafter until Landlord delivers the Premises in a condition that is Substantially Complete, in the form of an abatement of rent to begin after the Commencement Date; (iii) from the period commencing on the sixty first (61st) day after the Required Completion Date, until the Landlord delivers the Premises to Tenant in a condition that is Substantially Complete, Tenant shall continue to receive 2 days' base rent for each day thereafter, but rather than receive the amount as an abatement of rent (and Tenant shall pay such rent when due), Tenant shall instead receive a cash payment made from Landlord to Tenant in the amount of 2 days' base rent for each day after sixty (60) days after the Required Completion Date, to be paid at the end of each thirty (30) day period thereafter. For purposes herein, a "Tenant Delay" means any delay in Landlord's completion of the Improvements as a result of (A) any change orders requested by Tenant, (B) Tenant's failure to give any required approval, disapproval, comment or other input within the period required under this Lease, (C) any acts or omissions (wrongful, negligent or otherwise) of Tenant, or its agents, employees or contractors, (D) any delays in the delivery or installation of specialty materials or equipment specifically requested or required by Tenant, and/or (E) any other event defined elsewhere in this Lease as constituting a Tenant Delay. For purposes of determining the Scheduled Completion Date and Required Completion Date under this Section 2, and any set off against or credit towards base rent afforded the Tenant hereunder, the parties agree that the determination of whether the building is Substantially Complete shall be made separately with respect to Phase I and Phase II, and any such set off or credit shall be determined with respect to the portion of base rent applicable to Phase I of the building and Phase II of the building. By way of example, in the event Phase I of the building is Substantially Complete on its Required Completion Date, but Phase II of the building is not Substantially Complete on its Required Completion Date, then the base rent used to calculate any credit or set off shall be determined solely with respect to the base rent payable under this Lease for Phase II of the building, as reasonably determined by Landlord, based on Landlord's rent summary for the Premises.

Section 3. The Premises will be conclusively deemed "Substantially Complete" as soon as the Improvements have been substantially completed, such that Tenant may begin taking delivery of, and setting up and installing, its furniture, trade fixtures and equipment. The Premises will not be considered unready or incomplete if only minor or unsubstantial details of construction, decoration or mechanical adjustments remain to be done within the building, or if only landscaping or exterior trim remains to be done outside the building, or if the delay in the availability of the Premises for Tenant's occupancy is caused in whole or in part by Tenant. Landlord will

require its contractor to reasonably cooperate with Tenant's installers of equipment, trade fixtures, furnishings and decorations attached to the Improvements, but Tenant agrees that delay of or interference with construction caused by such installers will not postpone the Commencement Date or the obligation to begin paying rent. After notice from Landlord that the Premises is Substantially Complete, on a date coordinated between Landlord and Tenant, Tenant shall have the right to inspect the Premises, with Landlord and/or Landlord's representative. If Tenant discovers defects with respect to the Improvements, Landlord and Tenant shall jointly develop a punch list of such defects during such inspection, and Landlord shall cure all "punch list" items in a commercially reasonable time and manner. Landlord and Tenant will execute a written instrument confirming the delivery of the Premises, the Commencement Date (as defined below) and the expiration date of the Term, and Tenant's acceptance of the Premises as delivered, subject only to the "punch list items". Landlord will use commercially reasonable efforts to remedy any "punch list" items within thirty (30) days, unless such items are weather sensitive.

Section 4. Upon approval of the governmental authority, Landlord shall use good faith efforts to permit Tenant to access the Premises prior to the Scheduled Completion Date, as applicable to Phase I and the Subsequent Portion, for the sole purpose of preparing the same for Tenant's occupancy; provided that Tenant's early access shall not be for the conduct of business within the Premises, and shall be upon the following terms and conditions: (i) as of the date of early access, Tenant has submitted to Landlord a certificate of insurance evidencing the limits and descriptions of coverage required by this Lease and in a form acceptable to Landlord, (ii) Tenant and Tenant's agents, contractors, workmen, mechanics and suppliers, must not interfere with any of Landlord's contractors or its construction activities, (iii) entry into the Premises shall be deemed to be under all of the terms, covenants, conditions, and provisions of this Lease, except as to the covenant to pay base rent thereunder, but including Tenant's obligation to pay for utilities utilized by Tenant during such early occupancy, and (iv) Tenant agrees that Landlord shall not be liable in any way for any injury, loss, or damage which may occur to any property of Tenant that may be placed in the Premises, the same being at Tenant's sole risk, except resulting from Landlord's gross negligence. If the early access into the Premises by Tenant, or its representatives or contractors, interferes with or delays any construction work by Landlord or its contractor(s), (a) Tenant shall cause the party responsible for such interference or delay to leave the Premises, and (b) such resulting delay in the completion of the Improvements shall be considered a Tenant Delay hereunder. Landlord may withhold its consent to Tenant's early access in the event Landlord is utilizing portions of the building for staging, or for other construction or logistical issues, as determined in Landlord's reasonable discretion.

Section 5. Landlord shall remove all tools, scaffolding, unused (except for items that would be used for repairs and agreed upon by Tenant and Landlord) or discarded building materials, waste and rubbish of any sort, in, on or about the Premises prior to the Commencement Date of this Lease, except for the waste or rubbish of Tenant.

Section 6. Landlord, at its cost, shall construct a turn-key build-out of the interior portion of the office area located in the building, per the specifications attached hereto as Exhibit "E" (the "Tenant Improvements"). To the extent the Tenant requests and subsequent changes to the Tenant Improvements, such change will be handled through a change in order in the same manner as set forth in Section 2 of this Article 2, and Tenant shall be responsible for any costs resulting from such change order.

ARTICLE 3 - RENT AND TERMS

Section 1. The original term (the "Term") of this Lease will commence (the "Commencement Date") (i) the date both Phase I and Phase II of the Premises is "Substantially Complete" as defined in Article 2, Section 3 above; or (ii) the date the Premises would have been "Substantially Complete" in the absence of a Tenant Delay; provided in no event shall Base Rent commence earlier than January 1, 2020. Unless sooner terminated in accordance with the terms hereof, the Lease will terminate twelve (12) years from and after the

Commencement Date, provided that if the Commencement Date is other than the first day of a calendar month, the Term will be extended to terminate on the last day of the calendar month in which it would otherwise terminate under the preceding sentence.

Section 2. Tenant shall pay to Landlord as base rent for said Premises the following sums, payable monthly on the first (1st) day of each and every month, without any setoffs or deductions:

Period	Yearly Base Rent	Monthly Base Rent
Year 1 (months 1 – 12)	\$2,177,671.00	\$181,472.60
Year 2 (months 13 – 24)	\$2,216,821.00	\$184,735.10
Year 3 (months 25 – 36)	\$2,256,754.00	\$188,062.85
Year 4 (months 37 – 48)	\$2,297,486.00	\$191,457.16
Year 5 (months 49 – 60)	\$2,339,032.00	\$194,919.35
Year 6 (months 61 – 72)	\$2,381,409.00	\$198,450.78
Year 7 (months 73 – 84)	\$2,424,634.00	\$202,052.84
Year 8 (months 85 – 96)	\$2,468,723.00	\$205,726.95
Year 9 (months 97 – 108)	\$2,513,694.00	\$209,474.54
Year 10 (months 109 – 120)	\$2,559,565.00	\$213,297.08
Year 11 (months 121 – 132)	\$2,606,353.00	\$217,196.06
Year 12 (months 133 – 144)	\$2,643,477.00	\$220,289.75

Should the Term of this Lease commence on a day other than the first day of a calendar month, then the rental for such month shall be prorated on a daily basis based upon the days in the calendar month and added to the rent due for the following full calendar month. Should any lease year contain less than twelve (12) calendar months, said annual rental shall be appropriately prorated. Any rent or other sums payable by Tenant to Landlord under this Lease which are not paid within five (5) days after they are due will be subject to a late charge of five (5%) percent of the amount due. Such late charges will be due and payable as additional rent on or before the next day rent is due. In addition to the late charge, in the event that Tenant does not pay any base rent within ten (10) days of when due, or any additional rent when due, Landlord may charge interest on the amount overdue at the per annum rate set forth pursuant to Article 34. This right to charge interest shall be an addition to any other remedies that Landlord may have under the terms of this Lease or otherwise. Rent is payable at 39475 W. Thirteen Mile Road, Suite 203, Novi, Michigan 48377, or at such other place as Landlord may give written notice to Tenant. Payments may be made by check or electronic money transfer, or at Landlord's written request any lock-box payment required by a future lender of Landlord.

Section 3. Tenant hereby rents the Premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Landlord at the dates and times above mentioned, the rent above. The words "rental" and "rent" shall have the same meaning and shall be defined in this Lease as, collectively, base rent and all other charges or payments of whatever nature required to be paid by Tenant under this Lease (including the Exhibits hereto), whether payable to Landlord or otherwise, which sums shall be payable in the manner provided in this Lease. All other sums of money or charges required to be paid by Tenant under this Lease shall be promptly paid by Tenant when the same are due without any deductions or setoff whatsoever. Tenant's failure to pay any amounts or charges when due hereunder shall carry with it the same consequences as Tenant's failure to pay rent. All such amounts or charges payable to Landlord shall be payable at the place where and in the manner that base rent is payable, unless otherwise expressly set forth herein. It is the intention of the parties that the rent payable hereunder shall be absolutely net to Landlord, so that this Lease shall yield to Landlord the net minimum annual rent specified herein during the Term of this Lease, and that all costs, expenses, taxes, assessments and obligations of every kind

and nature whatsoever relating to the Premises shall be paid by Tenant so that the minimum rental together with any such adjustments constitute the minimum income realized by Landlord from the Premises.

Section 4. It is the purpose and intent of Landlord and Tenant that the rent as herein provided shall be absolutely net to the Landlord, so that this Lease shall yield to Landlord the rent specified hereinabove and accordingly Tenant shall pay in addition to the rent provided in this Article 3 and as additional rent, all Taxes (as hereinafter defined) assessed against the Premises for the term of the Lease, utilities of the Premises during the term of the Lease, and all insurance premiums and operating costs and expenses to be paid by Tenant hereunder. Tenant shall commence the payment of all Taxes, insurance premiums, utilities and other operating costs and expenses under this Lease as of the Commencement Date, except that Tenant shall pay for utilities prior to the Commencement Date to the extent set forth in Article 2, Section 4.

ARTICLE 4 - TAXES

Section 1. Tenant agrees to pay directly to the applicable taxing authority during the Term of this Lease all taxes and current installments of assessments which may be levied or assessed by any lawful authority or condominium associations or pursuant to recorded documents, during the term hereof but only to the extent same, are applicable to the Term and any extensions thereof, against the land, building or improvements comprising the Premises (such taxes and assessments being hereinafter called "Taxes"), but specifically excluding any income, transfer, tax on profit or business tax. Tenant shall cause all Taxes to be in the name of and directly billed to Tenant. Taxes shall be pro-rated on a due date basis. Notwithstanding any term of this Lease to the contrary, should the State of Michigan or any political subdivision thereof or any governmental authority having jurisdiction thereover, now or hereafter impose a substitute tax (the "Substitute Tax") which imposes a burden upon Landlord by reason of its ownership of the Premises, then to the extent of such burden the Substitute Tax will be deemed a real estate tax for purposes of this paragraph and shall be deemed to constitute a Tax against such land and such building or buildings for the purpose of this paragraph and Tenant shall be obligated to pay it as provided herein. In addition, should any governmental authority having jurisdiction thereover impose a tax or surcharge of any kind or nature upon, against or with respect to the parking areas that are located within the Premises as shown on the Site Plan, such tax or surcharge shall likewise be deemed a constituted tax and/or assessment against such land and such building or buildings for the purpose of this paragraph and Tenant shall be obligated to pay such tax provided herein. For the purpose of computing Tenant's liability for such new type of tax, the Lease Premises shall be deemed only the property.

Section 2. The property taxes and assessments for the first and last years of the Term or any extension thereof, will be prorated between Landlord and Tenant so that Tenant will only be responsible for any such Taxes attributable to the period during the Term which Tenant has possession of the Premises. Upon expiration of the last lease year of the Term, Landlord shall reimburse Tenant for that portion of such taxes and assessments which are allocable to period after the expiration of the Term and Landlord shall, within fifteen (15) days of the expiration of the Term of this Lease, pay such sum to Tenant. In the event any assessment is or may be payable in installments, Landlord agrees to elect to pay same in installments, and Tenant's liability therefore shall be limited to those installments attributable to the Term or the period beyond the expiration of the Term during which Tenant retains possession of the Premises.

Section 3. All costs and expenses incurred by Landlord during negotiations for or contests of the amount of Taxes shall be included within the term "Taxes", provided, however, that same shall be included only to the extent of the benefit actually received by Tenant in its payment of Taxes hereunder during the Term, as it may be extended, unless Tenant requested Landlord contest such Taxes, in which event Tenant shall be responsible for all such costs. Tenant will reimburse Landlord within thirty (30) days after receipt of an invoice and copies of the tax consultant or similar service provider billings. In the event a refund is

obtained, Landlord shall credit such refund (or Tenant's proportionate share of the same in any partial years) to the next installment of rent due from Tenant.

Section 4. Tenant, at all times shall be responsible for and shall pay, before delinquent, all taxes levied, assessed or unpaid on any investment of Tenant in the Premises, or any personal property of any kind owned, installed or used by Tenant including Tenant's leasehold improvements.

Section 5. Tenant shall, in addition to the foregoing, pay any new tax of a nature not presently in effect but which may be hereafter be levied, assessed, or imposed upon the Landlord or the Premises, if such tax shall be based on or arise out of the ownership, use or operation of the Premises, but specifically excluding any privilege, income, transfer, tax on profit or business tax. For the purpose of computing Tenant's liability for such new type of tax, the Premises shall be deemed the only property of Landlord.

Section 6. Upon the occurrence and continuance of a default by Tenant hereunder or at the request of Landlord's lender, Landlord may require that Tenant escrow the Taxes with Landlord. In such event, Tenant shall pay the Taxes by depositing with Landlord an amount equal to one-twelfth (1/12th) of the estimated Taxes as reasonably determined by Landlord on the same day as base rent is due during the Term, and Landlord shall pay all Taxes directly to the taxing authorities. If the funds deposited with Landlord shall be insufficient to pay the Taxes in full at least thirty (30) days prior to the date they become due, Tenant shall, upon receipt of an invoice and copies of tax bills from Landlord, deposit with Landlord such additional rental as may be required by Landlord to enable it to make such payment. In the event the funds deposited with Landlord shall exceed the amount required for the payment of the Taxes, the excess shall be credited by Landlord to the subsequent deposits required to be made by Tenant to pay future Taxes or refunded at the end of the Term. Landlord shall provide Tenant with an annual reconciliation of taxes within ninety (90) days after the tax due date.

ARTICLE 5 - INSURANCE AND INDEMNITY

Section 1. Tenant, at its own expense, shall maintain for the mutual benefit of Landlord and Tenant, insurance of the following character:

- A) **Comprehensive General Liability:** Tenant shall carry commercial general liability insurance on an "occurrence basis" with limits of liability of not less than Five Million Dollars (\$5,000,000.00) (including any umbrella coverage) per occurrence and/or aggregate combined single limit, for personal injury, death, bodily injury or property damage. Landlord, and at Landlord's request, its lender and property manager, shall be named as additional insureds, and shall contain a clause that the insured will not cancel or modify the insurance without first giving the Landlord thirty (30) days prior written notice. Such insurance may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefor. The insurance shall be with an insurance company approved by Landlord and a copy of the paid-up policy evidencing such insurance or a certificate of insurance certifying to the issuance of such policy shall be delivered to Landlord prior upon commencement of this Lease and upon renewals not less than thirty (30) days prior to the expiration of such coverage.
- B) **Worker's Compensation:** Tenant shall carry, and shall require all contractors and subcontractors to carry, workers compensation insurance, including employer's liability coverage in the statutory amounts required under Michigan law.
- C) **Personal Property:** Tenant agrees to carry, at its expense, insurance against fire, vandalism, malicious mischief, and such other perils as are from time to time included in a

standard extended coverage endorsement, insuring Tenant's merchandise, trade fixtures, furnishings, equipment and all other items of personal property of Tenant located on or within the Premises. Tenant acknowledges and agrees that Landlord is not responsible for the items Tenant is required to insure pursuant to this Section (C).

Section 2. Landlord shall obtain insurance of the following character at Tenant's cost. Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord for insurance relating to said Premises but only to the extent same applies to the Term.

- A) **Rental Interruption:** insurance in amounts equal to Tenant's total rental obligation for eighteen (18) full months under this Lease, plus the total of the estimated cost to Tenant of taxes, assessments, insurance premiums and common area charges.
- B) **All Risk Property:** fire and Extended Coverage in the standard fire extended coverage and the special extended coverage endorsements providing all risk insurance in an amount equal to full replacement value of the building and all improvements. Said reasonable estimate shall be reasonably revised at the expiration of the initial term of the insurance policy and shall be revised by the Landlord at each renewal of said policy.

Section 3. Tenant shall reimburse Landlord for all costs and expenses for insurance provided by Landlord within ten business (10) days of presenting the insurance bill. Notwithstanding the foregoing, in the event a monthly escrow is required either by Landlord's lender or Tenant has defaulted beyond any applicable cure period under the Lease, Tenant shall pay such costs in monthly installments, on or before the first day of each calendar month, in advance, in an amount reasonably estimated by Landlord, or as required by Landlord's lender, but only to the extent due from Tenant hereunder.

Section 4. All insurance policies required under this Article 5 shall be issued by companies of recognized financial standing, rated at least A-:VII by Best's Insurance Guide and duly licensed to do business under the laws of the State of Michigan. Every policy which Tenant is obligated to carry under the provisions of this Section shall contain an agreement by the insurer that it will not cancel or modify such policy except after thirty (30) days prior written notice to Landlord. Tenant shall deliver to Landlord, upon occupancy of the Premises the certificates of the insurers, evidencing all of the insurance which is required to be maintained by Tenant hereunder, and shall, within thirty (30) days prior to the expiration of any such insurance deliver certificates of the insurers evidencing the renewal of such insurance. If Tenant fails to effect, maintain, or renew any insurance provided for in this Section, or to pay the premium therefor, or to deliver to Landlord any of such certificates, then in any of said events, Landlord, at its option, but without obligation so to do, may upon five (5) business days notice to Tenant, procure such insurance. Any sums expended by Landlord to procure such insurance shall be additional rent hereunder and shall be repaid by Tenant within five (5) business days following the date on which expenditures shall be made by Landlord. If Landlord fails to effect, maintain, or renew any insurance provided for in this Section, or to pay the premium therefor, or to deliver to Tenant any of such certificates within ten (10) days of written request from Tenant, then in any of said events, Tenant, at its option, but without obligation so to do, may upon five (5) business days prior written notice to Landlord and provided Tenant has made a reasonable attempt to confirm with Landlord's insurance company that no such insurance is in place, procure such insurance and shall not be required to make any payment or deposit relating to such insurances as provided above unless Landlord obtains such insurance, in which case, Tenant shall cancel the policy it obtained. Any sums expended by Tenant to procure such insurance shall be reimbursed by Landlord to Tenant within ten (10) days of receipt of notice.

Section 5. Such insurance may be by so-called "blanket" policy coverage, provided, however, that such "blanket" policy coverage allocates a satisfactory amount of insurance to the Premises, that this amount is

not subject to deduction because of coinsurance, and that adjustment in payment of the insurance so allocated will be in the amounts specified in the Lease. Further, said blanket coverage shall not be subject to invalidation as to the Premises because of any act or omission by the Tenant.

Section 6. Tenant covenants to indemnify, defend and hold harmless Landlord and its members, managers, employees, agents and contractors (the "Landlord Parties"), from and against any and all claims, actions, damages, liability and expense, including attorney fees, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises or the occupancy or use by Tenant of the Premises or any part thereof, arising from or out of Tenant's failure to comply with any provisions of this Lease or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, customers or licensees; provided that Tenant shall not be required to indemnify Landlord for any claims, actions, damages, liability and expense arising out of the gross negligence or willful misconduct of Landlord. In case one or more of the Landlord Parties shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall indemnify, defend and hold harmless the Landlord Parties and shall pay all costs, expenses and reasonable attorney fees incurred or paid by the Landlord Parties in connection with such litigation. If Tenant commences any litigation against Landlord, and Landlord prevails in such litigation, Tenant shall pay all costs, expenses and reasonable attorney fees incurred or paid by Landlord in connection with such litigation.

Section 7. Tenant further agrees that if insurance premiums for the entire premises are increased due to the nature of the Tenant's use (and not its general business or light industrial use) or non-use of the Premises, then the entire increase shall be the sole responsibility of Tenant.

Section 8. Landlord and Tenant hereby release each other and their respective agents and employees from liability to each other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by or resulting from risks insured against under fire or other extended coverage casualty insurance carried by the parties hereto and in force at the time of any such loss or damage; provided, however, that this release shall be applicable only with respect to loss or damage occurring during such time as the releasor's policies of insurance contain a clause or endorsement to the effect that any such release shall not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agrees that it will request its insurance carriers to include in its policy such a clause or endorsement, and will include such clause if available at reasonable cost.

ARTICLE 6 - PAYMENT BY LANDLORD

Section 1. If the Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the Tenant under the terms hereof, the Landlord may at its option make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day, together with interest at twelve (12%) percent per annum from the date of such payment or expenditure by the Landlord and on default in such payment the landlord shall have the same remedies as on default in payment of rent.

ARTICLE 7 – ASSIGNMENT AND SUBLETTING

Section 1. Tenant agrees not to assign or in any manner transfer this Lease or any estate or interest therein, directly or indirectly, and not to lease or sublet the Premises or any part or parts thereof or any right or privilege appurtenant thereto, and not to allow anyone to conduct business at, upon or from the Premises (whether as concessionaire, franchisee, licensee, permittee, subtenant, department operator or otherwise), either by voluntary or involuntary act of Tenant or by operation of law or otherwise (any of the above, a "Transfer"), without obtaining Landlord's prior written consent thereto, which consent shall may be

withheld in Landlord's sole discretion. In the event of a sublease or a Permitted Transfer (as hereafter defined), original Tenant [and/or Guarantor] shall remain fully responsible and liable for the payment of rent and performance of all of Tenant's other covenants and obligations under this Lease, [and Guarantor shall remain liable pursuant to the terms of the Lease Guaranty].² If the assignee or transferee defaults under this Lease, Landlord may proceed directly against (the original) Tenant without pursuing remedies against the assignee or transferee. Unless such Transfer is a Permitted Transfer, any Transfer of this Lease without Landlord's prior written consent shall be void, and shall constitute a default by Tenant under this Lease without any notice and cure rights applicable thereto, and shall not release Tenant from any of its obligations or liabilities under this Lease. Landlord's acceptance of rent from a subtenant or assignee of Tenant shall not constitute consent to such Transfer. When Tenant requests Landlord's consent to a Transfer, Tenant shall submit to Landlord in writing the name and address of the proposed transferee, a description of the transferee's business, current and, to the extent available, prior annual financial statements for the proposed transferee for the preceding two (2) years prior to the proposed Transfer, certified to be true and correct by the chief financial officer of the proposed transferee or a certified public accountant, prepared in accordance with generally accepted accounting principles, and a copy of the proposed sublease or assignment document(s), and any other information reasonably requested by Landlord concerning the proposed Transfer. Each assignee of Tenant shall be required to assume the obligations of Tenant under this Lease in writing, and the form of assignment agreement and sublease shall be subject to Landlord's approval in its sole discretion. Each assignee or subtenant shall be deemed to have assumed and agreed to comply with each term and provision of this Lease. In each instance, Tenant shall pay Landlord a fee of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) to cover Landlord's administrative costs incurred by Landlord for review of documents relating to any proposed Transfer. In addition to the foregoing administrative review fee, Tenant agrees to pay Landlord's reasonable legal fees in connection with a proposed Transfer. Tenant hereby acknowledges and agrees that the acceptance of such fees by Landlord shall not constitute consent to the proposed Transfer. The term "assign," as used herein, shall include (1) any merger, consolidation, voluntary and involuntary transfer by operation of law or otherwise of Tenant, and (2) except in the case of a public offering of securities registered with the Securities and Exchange Commission, the transfer, issuance or dilution of greater than fifty percent (50%) of the ownership or beneficial interests of Tenant, whether in a single transaction or a series of transactions such that the ultimate owners or holders of such interests (whether direct or indirect) as of the date of this Lease cease to own more than fifty percent (50%) of the beneficial interest in Tenant. Notwithstanding the foregoing, provided that (a) Tenant is not then in default under this Lease beyond any applicable notice and cure period, (b) Tenant provides Landlord with thirty (30) day's prior written notice of such Transfer, Tenant shall be permitted, without Landlord's consent, to Transfer to any entity that (i) controls, is controlled by, or is under common control with Tenant (an "Affiliate"), provided the net worth of such entity is greater to or equal to Tenant's net worth as of the Commencement Date, (ii) survives or results from the merger of or consolidation with Tenant, provided the net worth of such entity is greater to or equal to Tenant's net worth as of the Commencement Date, or (iii) acquires all or substantially all of Tenant's assets, provided the net worth of such entity is greater to or equal to Tenant's net worth as of the Commencement Date (collectively, a "Permitted Transfer"). For this purpose, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the entity, whether through the ownership of voting securities, partnership interests, membership interests, venture interests or other organizational interests.

Section 2. Any consent by Landlord to a particular assignment, sublease or mortgage shall not constitute consent or approval of any subsequent assignment, sublease or mortgage, and Landlord's written approval shall be required in all such instances.

² To be discussed as to Guaranty.

Section 3. If this Lease is assigned, or if the Premises (or any part thereof) are sublet or used or occupied by anyone other than Tenant in violation of this Lease, Landlord may (without prejudice to, or waiver of its rights), collect rent from the assignee, subtenant or occupant. Landlord may apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of this Article.

Section 4. Notwithstanding anything to the contrary contained in this Section, in no event may Tenant assign, mortgage, transfer, pledge or sublease this Lease to any entity whatsoever if, at the time of such assignment, mortgage, transfer, pledge or sublease, an Event of Default exists.

ARTICLE 8 - ALTERATIONS

Section 1. Tenant shall not make or cause to be made any alteration, additions or improvements to the Premises without the prior written approval of Landlord. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. Notwithstanding the foregoing, Tenant, at its sole cost and expense, may make interior, non-mechanical, non-structural alterations, additions or improvements (not to exceed \$60,000.00 in the aggregate in any 12-month period), but with prior written notice to Landlord of Tenant's activities. In addition, in all instances Tenant shall obtain all necessary governmental permits before making any alterations, additions or improvements pursuant to this Article 8, Section 1.

Section 2. All alterations, additions and improvements (except equipment or trade fixtures) made by Tenant shall be deemed to have attached to the leasehold and to have become the property of Landlord upon such attachment; upon expiration of this Lease, Tenant shall not remove any of such alterations, additions and improvements, except that equipment or trade fixtures installed by Tenant may be removed, if all rents and other charges due herein are paid in full and Tenant is not otherwise in default hereunder; provided, however, that Landlord may designate by written notice to Tenant those alterations and additions made by Tenant which shall be removed by Tenant at the expiration or termination of the Lease and Tenant shall promptly remove the same and repair any damages to the Premises caused by such removal or shall reimburse Landlord for the cost of repairing such damage. Notwithstanding the foregoing, it is expressly agreed that Tenant may remove all of its trade fixtures and equipment, provided it repairs any damage to the Premises caused by such removal.

Section 3. Notwithstanding any term of this Lease to the contrary, any alteration, additions or improvements to the Premises permitted to be made by or at the behest of Tenant pursuant to the terms of this Lease shall be performed, at Tenant's expense, by Landlord, or, at Landlord's election, its affiliates, agents or contractors, at a market rate. Landlord may, in its sole discretion, elect not to perform such alterations, additions or improvements requested by Tenant, in which such event Tenant may engage contractors approved by Landlord, in its reasonable discretion.

ARTICLE 9 - EMINENT DOMAIN

Section 1. If the whole of the Premises shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such a taking, or if such a portion of the Premises shall be so taken that as a result thereof the taking would prevent or materially interfere with the Tenant's permitted use of the Premises, then the Term of this Lease shall cease as of the day possession shall be taken by such public authority, and the rent and all other charges shall be paid up to that date. If only a portion of the Premises shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such a taking, but the balance of the Premises can be used for the permitted use of the Premises, then this Lease shall not terminate, and all of the terms herein provided shall continue in effect, except that as of the date possession is taken by public authority, the rent and other

charges payable by Tenant to Landlord shall be reduced in proportion to the floor area of the Premises taken and Landlord shall, at its expense, make all necessary repairs or alterations to the basic building, so as to constitute the remaining Premises a complete architectural unit, and Tenant, at Tenant's sole cost, shall similarly act with respect to Tenant's improvements, trade fixtures, furnishings and equipment. All damages awarded for such taking under the power of eminent domain or sale under threat or in lieu of such taking, whether for the whole or a part of the Premises, shall belong to and be the property of Landlord, irrespective of whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises, and Tenant shall have no claim against either Landlord or the condemning authority with respect thereto; provided, however, that Landlord shall not be entitled to any award specifically designated as compensation for, depreciation to, and cost of removal of Tenant's stock and fixtures.

ARTICLE 10 - MAINTENANCE AND REPAIRS

Section 1. Landlord shall make all necessary repairs to the structural portions of the roof, the outer walls, footings, the slab and foundation of the building which repairs are occasioned by structural defects. Except as set forth immediately above or in the paragraph below, Tenant shall, at its expense, take care of the Premises both inside and out and keep the same and all parts thereof, by way of illustration, but not limitation, landscaping and parking areas, together with any and all alterations, additions and improvements therein or thereto, in good order and condition, suffering no waste or injury, and shall promptly make all needed repairs and replacements, in and to any building or structure or equipment now or hereafter erected upon the Premises, including vaults, sidewalks, water, sewer and gas connections, pipes and mains, and all other fixtures, machinery and equipment now or hereafter belonging to or connected with said Premises remises or used in their operation. All such repairs and replacements shall be consistent with the quality of the Building as of the Commencement Date, sufficient for the proper maintenance and operation of the Premises. Tenant shall not allow the accumulation of waste or refuse matter, not permit anything to be done upon the Premises which would invalidate or prevent the procurement of any insurance policies which may at any time be required pursuant to the provisions of Article 5 hereof. Tenant shall not obstruct or permit the obstruction of the street or sidewalk and shall keep the sidewalk and curb adjoining the Premises clean and free of snow and ice.

Prior to or within sixty (60) days after the Commencement Date, Landlord will provide Tenant with an "as built" package both in paper and electronic form. This package shall include but not be limited to all companies (including utilities) with contact information to include company name, address, contact name (Project manager also if applicable), phone, and email address, all drawings with detailed specifications of products used, and any other items that the Tenant can use to repair or keep the Premises in good condition throughout the Term. Landlord will allow Tenant to have the benefit of all guarantees and warranties covering the Improvements, parking areas, landscaping, systems and equipment installed by Landlord, which are customarily issued and shall reasonably cooperate with Tenant in pursuing any warranty claims.

Section 2. The Tenant shall at its own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the Premises hereby leased and the cleanliness, safety, occupation and use of same.

Section 3. Landlord shall have the right, upon 24 hours notice to Tenant (e-mail or telephonic notice is acceptable for purposes of this Section 3), except in the event of an emergency for which no prior notice is required, to enter upon the Premises at all reasonable times (other than in the event of an emergency) for the purpose of inspecting the same, and to show the same to prospective purchasers and mortgagees; provided that Landlord shall use commercially reasonable efforts to minimize disruption of the business of Tenant. If Landlord deems any repairs which are the obligation of Tenant hereunder are necessary, Landlord may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause

to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to its stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs, the Tenant agrees that it will forthwith on demand pay to the Landlord the cost thereof with interest at twelve (12%) percent per annum, and if it shall make default in such payment, the Landlord shall have the remedies provided in Article 13 hereof.

Section 4. Landlord reserves the right of free access at all times to the roof of said Premises. Tenant shall not erect any structures for storage or any aerial, or use the roof for any purpose without the consent in writing of the Landlord, which consent shall not be unreasonably withheld, provided Tenant (i) obtains all governmental approvals, (ii) does not take any action which would impact the roof warranty, and (iii) removes any and all equipment placed upon the roof at the termination and expiration of the Lease and restores any damage caused by such removal. Tenant shall also be responsible for any excessive wear and tear to the roof as the result of such equipment.

Section 5. All maintenance or repair items that are the responsibility of Tenant pursuant to this Lease shall be performed, at Tenant's expense, by Landlord, or, at Landlord's election, its affiliates, agents or contractors, at a market rate; provided, however, Landlord may, in its sole discretion, elect not to perform such maintenance or repair items, in which such event Tenant may engage contractors approved by Landlord, in its reasonable discretion, to perform such maintenance or repair items.

ARTICLE 11 - RIGHT TO ERECT SIGNS

Section 1. Tenant is hereby granted the right to signs on the exterior of the building and monument sign(s) at the ground level of the building, which shall be constructed in conformity with all laws and governmental requirements, and shall be subject to the prior written approval of Landlord, which approval will not be unreasonably withheld. Tenant agrees to hold Landlord harmless from any liability arising out of or in connection with the erection or maintenance of such signs.

ARTICLE 12 – LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT

Section 1. Landlord may, upon five (5) days prior notice, except if in the reasonable opinion of Landlord an emergency exists (for which no prior notice is required), perform any covenant or condition of this Lease for the Tenant's account and at the Tenant's expense, in the event that the Tenant shall default in the performance of any such covenant or condition. Tenant shall reimburse Landlord for all costs and expenses of Landlord, including reasonable attorneys fees, thereby incurred within ten (10) business days after receipt by Tenant from Landlord of a statement setting forth the amount of such costs and expenses and reasonable evidence thereof. The failure by Tenant to so reimburse Landlord within such ten (10) business day period shall constitute a default by Tenant under this Lease and shall carry with it the same consequences as failure to pay any installment of rental. Landlord's rights and remedies pursuant to this Article shall be in addition to any and all other rights and remedies provided under this Lease or at law and shall survive the termination of this Lease.

ARTICLE 13 - DEFAULT

Section 1. Each of the following shall constitute an Event of Default under this Lease:

(A) The Tenant fails to pay base rent as of the date when due, or fails to pay any other rent due hereunder within ten (10) days after written notice from Landlord of such failure;

(B) The Tenant fails to discharge or address any lien or encumbrance as required by Article 27 of this Lease, and such failure remains uncured for fifteen (15) days following written notice by the Landlord.

(C) The Tenant fails to procure and maintain in full force and effect the insurance required by Article 5 of this Lease.

(D) The Tenant fails to pay all Taxes as required by Article 4 of this Lease.

(E) In the event the Tenant makes any assignment or Transfer in violation of Article 7 of this Lease.

(F) The Tenant ceases doing business, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or for reorganization, files an answer admitting the allegations in any creditor-filed petition for bankruptcy or reorganization, applies for or permits the appointment of a receiver, fails to have any bankruptcy, reorganization or liquidation proceedings instituted against it dismissed within ninety (90) days of filing, is unable to meet its obligations as they become due or otherwise seeks the relief of any federal or state bankruptcy or insolvency laws.

(G) The Tenant shall abandon the Premises. For avoidance of doubt, in no event shall Tenant's temporary failure to operate in the Premises during a holiday season constitute abandonment for purposes of the Lease.

(H) The Tenant's failure to perform any of its obligations under this Lease, which remain uncured for a period of thirty (30) days following written notice by the Landlord, unless the default cannot be cured through the exercise of good faith and due diligence (including the expenditure of necessary funds), in which event the Tenant shall be entitled to an additional period of time to cure as reasonably determined by the Landlord, but in no event beyond sixty (60) days, provided and so long as the Tenant has diligently commenced the cure within such thirty (30) day period, completion of the cure within the thirty (30) days was not avoidable by the exercise of due diligence, and the Tenant continues to prosecute the cure with due diligence and in good faith.

Section 2. Upon an Event of Default, the Landlord shall be entitled to the following remedies:

(A) Specifically enforce the obligations of the Tenant under this Lease.

(B) Terminate the Tenant's rights under this Lease, without releasing the Tenant of its obligations under this Lease.

(C) Recover all damages resulting from the Tenant's breach of this Lease.

(D) Withhold the performance of any obligations of the Landlord under this Lease, including but not limited to providing any authorizations, approvals or consents, making any inspections or taking any other actions required of the Landlord under this Lease.

(E) Be entitled to all other remedies available at law or in equity.

Section 3. In the event this Lease is terminated by Landlord, then Landlord shall have the immediate right of re-entry and may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, without evidence of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any

loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within five (5) days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant and Landlord may dispose of the same without liability to Tenant.

Section 4. In case suit shall be brought for recovery of possession of the Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefor, including a reasonable attorney's fee.

Section 5. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage. If Landlord commences any proceedings for nonpayment of rent or any other amounts payable hereunder, Tenant shall not interpose any noncompulsory counterclaim of whatever nature or description in any such proceeding, unless the failure to raise the same would constitute a waiver thereof. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant.

Section 6. Notwithstanding anything herein contained to the contrary, if Tenant shall be in default in the performance of any of the terms or provisions of this Lease and if Landlord shall give to Tenant notice in writing of such default specifying the nature thereof, and if Tenant shall fail to cure such default within the time provided in Section 1 of this Article or immediately if such default requires emergency action, Landlord may, in addition to its other legal and equitable remedies, cure such default for the account of and at the cost and expense of Tenant, and the sums so expended by Landlord, including reasonable legal fees, and interest at the rate in Article 34 of this Lease, shall be deemed to be additional rent and shall be paid by Tenant within ten (10) days of demand.

Section 7. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant, or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by Tenant and no breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 8. In the event of any breach by Tenant of any of the agreements, terms, covenants or conditions contained in this Lease, Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though reentry, summary proceeding and other remedies were not provided for in this Lease.

Section 9. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Section 10. If Landlord fails to comply with its obligations under this Lease within thirty (30) days after written demand by Tenant (or such longer period of time as is reasonably necessary to comply with its obligations, weather permitting and subject to Excusable Events, so long as Landlord is taking diligent steps

to comply with its obligations to completion), or no notice in the event of an emergency (which shall mean the imminent danger to human health or property or having a material adverse effect on the Tenant's business), Tenant shall have the right to make such repairs and Landlord shall reimburse Tenant for the reasonable cost thereof within thirty (30) days after receipt of an invoice specifying such costs.

ARTICLE 14 - BANKRUPTCY OR INSOLVENCY

Section 1. Tenant's interest is not transferable in bankruptcy. Neither Tenant's interest in this Lease, nor any estate hereby created in Tenant nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the Bankruptcy Code.

Section 2. In the event the interest or estate created in Tenant hereby shall be taken in execution or by other process of law, or if Tenant's Guarantor, if any, or its executors, administrators, or assigns, if any, shall be adjudicated insolvent or bankrupt pursuant to the provisions of any State Act or the Bankruptcy Code or if Tenant is adjudicated insolvent by a Court of competent jurisdiction other than the United States Bankruptcy Court, or if a receiver or trustee of the property of Tenant or Tenant's Guarantor, if any, shall be appointed by reason of the insolvency or inability of Tenant or Tenant's Guarantor, if any, to pay its debts, or if any assignment shall be made of the property of Tenant or Tenant's Guarantor, if any, for the benefit of creditors, then and in any such events, this Lease and all rights of Tenant hereunder shall automatically cease and terminate with the same force and effect as though the date of such event were the date originally set forth herein and fixed for the expiration of the term, and Tenant shall vacate and surrender the Premises but shall remain liable as herein provided.

Section 3. Tenant's obligation to avoid Creditors' proceedings. Tenant or Tenant's Guarantor, if any, shall not cause or give cause for the appointment of a trustee or receiver of the assets of Tenant or Tenant's Guarantor, if any, and shall not make any assignment for the benefit of creditors or become or be adjudicated insolvent. The allowance of any petition under any insolvency law except under the Bankruptcy Code or the appointment of a trustee or receiver of Tenant or Tenant's Guarantor, if any, of their assets, shall be conclusive evidence that Tenant caused, or gave cause therefor, unless such allowance of the petition or the appointment of a trustee or receiver, is vacated within thirty (30) days after such allowance or appointment. Any act described in this paragraph shall be deemed a material breach of Tenant's obligations hereunder, and this Lease shall thereupon automatically terminate. Landlord does in addition, reserve any and all other remedies provided in this Lease or in law.

Section 4. Rights and obligations under the Bankruptcy Code:

- A) Upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and as debtor in possession, and any trustee who may be appointed agree as follows:
 - 1. To perform each and every obligation of Tenant under this Lease including, but not limited to, the manner of "operations" as provided in this Lease until such time as this Lease is either rejected or assumed by order of the United State Bankruptcy Court.
 - 2. To pay monthly in advance on the first day of each month as reasonable compensation for use and occupancy of the Premises an amount equal to all rent and other charges otherwise due pursuant to this Lease.
 - 3. To reject or assume this Lease within sixty (60) days of the filing of such petition under Chapter 7 of the Bankruptcy Code or within one hundred twenty (120) days (or such

shorter term as Landlord, in its sole discretion, may deem reasonable so long as notice of such period is given) of the filing of a petition under any other Chapter.

4. To give Landlord at least forty-five (45) days prior written notice of any proceeding relating to any assumption of this Lease.
 5. To give at least thirty (30) days prior written notice of any abandonment of the Premises; any such abandonment to be deemed a rejection of this Lease.
 6. To do all other things of benefit to Landlord otherwise required under the Bankruptcy Code.
 7. To be deemed to have rejected this Lease in the event of the failure to comply with any of the above.
 8. To have consented to the entry of an order by an appropriate United States Bankruptcy Court providing all of the above, waiving notice and hearing of entry of same.
- B) No default of this Lease by Tenant, either prior to or subsequent to the filing of such a petition, shall be deemed to have been waived unless expressly done so in writing by Landlord.
- C) Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of assumption and/or assignment are the following:
1. The cure of any monetary defaults and the reimbursement of pecuniary loss within not more than thirty (30) days of assumption and/or assignment;
 2. The deposit of an additional sum equal to three (3) months rent to be held pursuant to the terms of this Lease.
 3. The use of the Premises as set forth in this Lease.
 4. The reorganized debtor or assignee of such debtor in possession or if Tenant's trustee demonstrates in writing that it has sufficient background including, but not limited to substantial experience and financial ability to operate out of the Premises in the manner contemplated in this Lease and meet all other reasonable criteria of Landlord as did Tenant upon execution of this Lease.
 5. The prior written consent of any mortgagee to which this Lease has been assigned as collateral security.

ARTICLE 15 - SURRENDER OF PREMISES

Section 1. Tenant shall surrender at the end of the Term the Premises in good order and repair, except for reasonable wear and tear. All costs and expenses incurred by Landlord in connection with repairing or restoring the Premises to the condition called for herein, together with the costs, if any, of removing from the Premises any property of Tenant left therein shall be invoiced to Tenant and shall be payable as additional rental within thirty (30) days after receipt of invoice. Tenant and Landlord will agree on a final "fix/repair" list not less than sixty (60) days prior to the end of the Lease (provided this list may be modified by both parties in writing based on any latent conditions unknown to Landlord or damage caused by Tenant

with no contributory negligence or misconduct by Landlord which first occurs or is discovered after the initial list is agreed upon), and Landlord shall provide an estimate for items requiring repair within forty five (45) days prior to the end of the Lease. Tenant will repair all items on this list not later than fifteen (15) days after the end of the Term, unless Tenant and Landlord agree that Landlord will repair certain items on the list, in which case, Tenant shall pay Landlord for the repairs and shall have no further obligation for the repairs.

ARTICLE 16 - NONLIABILITY

Section 1. As a consideration for making of this Lease, the Landlord shall not be liable for any failure of public or private utility services to the Premises, nor for injury or damage which may be sustained to person or property by the Tenant or any other person caused by or resulting from steam, electricity, gas, water, rain, ice, or snow which may leak or flow from or into any part of said building or from the breakage, leakage, obstruction or other defect of the pipes, wiring, appliances, plumbing or lighting fixtures of the same, the condition of said Premises or any part thereof, or through the elevator, if any, or from the street or subsurface, or from any other source or cause whatsoever, unless the same damage or injury shall be caused by or be due to the gross negligence or willful acts of the Landlord, the Landlord's agent, servant, employee.

ARTICLE 17 - USE AND OCCUPANCY

Section 1. It is understood and agreed between the parties hereto that said Premises during the continuance of this Lease shall be used and occupied for general offices, administrative, light assembly and manufacturing uses and for any other lawful use ancillary to the foregoing, and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the Premises for any purpose in violation of any law, municipal ordinance or regulation and that on any breach of this agreement, the Landlord may at its option terminate this Lease forthwith and reenter and repossess the Premises. In no event shall Tenant's use conflict with any applicable law or zoning ordinance of the governing municipality.

ARTICLE 18 - DAMAGE AND DESTRUCTION

Section 1. If the building is damaged by fire or any other cause, the following provisions of this Article shall apply:

- A) If the damage is to such extent that the cost of restoration, as reasonably estimated by Landlord, will equal or exceed thirty (30%) percent of the replacement value of the building (exclusive of foundations) in its condition just prior to the occurrence of the damage, Landlord may, no later than the sixtieth (60th) day following the damage, give Tenant a written notice stating that it elects to terminate this Lease. If such notice is given:
 - 1. This Lease shall terminate on the 10th business day after the giving of said notice.
 - 2. Tenant shall surrender possession of the Premises within a reasonable time thereafter.
 - 3. The rent and additional rent shall be apportioned as of the date of such surrender and any rent paid for any period beyond said date shall be repaid to Tenant.
- B) If the cost of restoration, as estimated by Landlord, shall amount to less than thirty (30%) percent of said replacement value of the building, or if despite the cost Landlord does not elect to terminate this Lease, Landlord shall restore the building and the Premises within three hundred sixty five (365) days, subject to delays beyond Landlord's control and

delaying in making insurance adjustments. If Landlord does not estimate completion within three hundred sixty five (365) days or is unable to complete within three hundred sixty five (365) days, subject to delays beyond Landlord's control, Tenant shall have the right to terminate the Lease by providing written notice to Landlord at least thirty (30) days after the expiration of the three hundred sixty five (365) day period (such termination to be effective as of the expiration of the three hundred sixty five (365) day period), unless the restoration is completed within such time.³

- C) If during the last twelve (12) months of the Term, more than twenty-five percent (25%) of the floor area of the building shall be damaged or destroyed by fire or other casualty, as determined by Landlord, either Tenant or Landlord may terminate this Lease by giving written notice to the other party of such election so to terminate, such notice to be given within thirty (30) days after Landlord's determination.

Section 2. If the casualty, repairing or rebuilding of the Premises pursuant to Section 1 above shall render the Premises untenantable, in whole or in part, a proportionate abatement of the rent due hereunder shall be allowed from the date when the damage occurred until the date Landlord completes the repairs on the Premises or, in the event Landlord elects to terminate this Lease, until the date of termination. Such abatement shall be computed on the basis of the ratio which the floor area of the Premises rendered untenantable compares to the entire floor area thereof. The words "restoration" and "restore" as used in this Article shall include repairs. If the damage results from the fault of Tenant, or Tenant's agents, servants, visitors or licensees, Tenant shall not be entitled to any abatement or reduction of rent, except to the extent, if any, that Landlord receives the proceeds of rent insurance in lieu of such rent.

Section 3. In the event of any loss or damage to the building, the Premises and/or any contents, each party shall look first to any insurance in its favor before making any claim against the other party; and to the extent possible without additional cost, each party shall obtain, for each policy of such insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance, and each party, to such extent permitted, for itself and its insurers waives all such insured claims against the other party (its agents, employees and guests).

ARTICLE 19 - NOTICES

Section 1. All notices, demands and requests hereunder shall be in writing and sent by (a) personal delivery delivered by a representative of the party giving such notice, or (b) overnight delivery by recognized overnight courier, or (c) United States mail, postage prepaid, registered or certified mail, addressed as follows:

As to Landlord:	Hillside Investments LLC 39475 W. Thirteen Mile Road, Suite 203 Novi, Michigan 48377 Attn: Jaimey N. Roth Phone: 248-702-0260 Email: jnroth@hillside-investments.com
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with a copy to:	Honigman LLP 2290 First National Building 660 Woodward Avenue Detroit, Michigan 48226
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³ To be discussed. 270 days would be considered, but this must be after resolution on availability of insurance.

Attn: Douglas E. Kelin, Esq.
 Phone: 313-465-7434
 Fax: 313-465-7435
 Email: dkelin@honigman.com

As to Tenant:

Webasto Roof Systems, Inc.
 1757 Northfield Drive
 Rochester Hills, Michigan 48309
 Attn: _____
 Email: _____

ARTICLE 20 - HEADINGS AND SECTION NUMBERS

Section 1. The headings, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, or construe, or describe the scope of intent of such sections or articles of this Lease nor in any way affect this Lease.

ARTICLE 21 - UTILITIES

Section 1. Tenant shall be solely responsible for and promptly pay all charges for water, gas, heat, electricity, sewer and any other utility used upon or furnished to the Premises. Tenant shall contract directly with and shall be solely responsible to the public utility companies for the installation of service and the payment of all charges for Tenant's usage of such utility services. The obligation of Tenant to pay for such utilities shall commence as of the date on which the Premises is Substantially Complete pursuant to the terms of this Lease; provided, however, that Substantial Completion shall be determined separately with respect to Phase I and Phase II for purposes hereof, and Tenant shall not be responsible for utilities utilized by Landlord in connection with Landlord's Work to complete Phase II until such time as it is Substantially Complete, even though Tenant may be occupying (and responsible for utilities in connection with its use of) Phase I.

ARTICLE 22 - ADDITIONAL RULES

Section 1. Landlord may, from time to time, make such reasonable rules and regulations as in the Landlord's judgment may be necessary or advisable for the safety, care and cleanliness of the Premises, the cleanliness of the building in which the same are located and the use and occupancy of the Premises shall be conditioned upon observance of the compliance with such rules and regulations; provided that any such rules shall not be contrary to the rights of Tenant expressly set forth in this Lease.

ARTICLE 23 - WAIVER OF RIGHTS AND REDEMPTION

Section 1. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants or conditions of this Lease, or otherwise.

ARTICLE 24 - WAIVER

Section 1. The failure of either party to insist, in any one or more instances upon a strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant or option, but the same shall continue and remain

in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach by Landlord. No waiver by either party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the other party.

ARTICLE 25 - NO PARTNERSHIP

Section 1. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

ARTICLE 26 - PARTIAL INVALIDITY

Section 1. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by Law.

ARTICLE 27 - LIENS

Section 1. Nothing in this Lease shall authorize Tenant to do any act which shall in any way encumber the title of Landlord in and to the Premises, nor shall the interest of Landlord in the Premises be subject to any lien arising from any act or omission of Tenant.

Section 2. If any construction lien or liens shall be filed against the Premises for work done or materials furnished to Tenant, Tenant shall within thirty (30) days after it has actual notice of such lien, at its own expense, cause such lien or liens to be discharged by payment of such claims or by filing of bond pursuant to statute.

Section 3. Should Tenant fail to pay any such lien or post bond therefor, Landlord may, but it shall not be required to do so, discharge such construction lien or liens by payment thereof, and the amount paid by Landlord together with Landlord's costs and expenses shall be due and payable from Tenant forthwith on demand, together with interest at the rate set forth in Article 34.

ARTICLE 28 - ENTIRE AGREEMENT

Section 1. This Lease and the Exhibits, Riders and/or Addendum, if any, attached and signed by the parties, set forth the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. If any provisions contained in a Rider or addendum is inconsistent with a provision of this Lease, the provisions contained in said rider or addendum shall supersede the Lease provision.

ARTICLE 29 - INTERPRETATION AND USE OF PRONOUNS

Section 1. Whenever herein the singular number is used, the same shall include the plural, the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the feminine and masculine genders.

ARTICLE 30 - COMPLIANCE WITH LAWS

Section 1. Except for the covenants and representations of Landlord relating to the Premises, Tenant covenants and warrants that during the Term of this Lease or any extension thereof, Tenant, at its expense and under penalty of forfeiture and damages, has complied and will continue to comply with all statutes, ordinances, rules, orders, regulations and/or requirements of all county, municipal, state, federal and other applicable governmental authorities now in force or which may hereinafter be in force as pertains to the conduct of Tenant's business. Tenant agrees to indemnify, save and hold Landlord harmless from any fines or penalties assessed against the Premises for a violation of any statutes, ordinances, rules, orders, regulations and/or requirements of all county, municipal, state, federal and other governmental authorities as a result of Tenant's improper, unusual or unlawful manner of using the Premises for the conduct of Tenant's business.

ARTICLE 31 - CONSTRUCTION AND INTERPRETATION

Section 1. This Lease shall be construed and interpreted in accordance with the laws of the State of Michigan.

ARTICLE 32 – RESERVED

ARTICLE 33 - DELAYS

Section 1. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of an Excusable Event not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The party entitled to such extension hereunder shall give written notice as soon as possible to the other party hereto of its claim of right to such extension and the reason(s) therefore. The provisions of this Paragraph shall not operate to excuse Tenant from prompt payment of rent, or any other payments required by the terms of this Lease.

ARTICLE 34 - INTEREST ON PAST DUE OBLIGATIONS

Section 1. Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at twelve (12%) percent per annum from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

ARTICLE 35 - LIABILITY OF LANDLORD

Section 1. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Premises and out of rents or other income from such property receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Premises. Neither Landlord nor any of the partners comprising the partnership which is the Landlord herein shall be liable for any deficiency.

ARTICLE 36 - RE-RENTING

Section 1. The Tenant hereby agrees that for a period commencing six (6) months prior to the termination of this Lease, the Landlord may (a) show the Premises to prospective tenants, provided that (i) Landlord provides Tenant with advanced 24 hour written notice, (ii) Landlord takes commercially reasonable efforts not to interrupt the operation of Tenant's business and (iii) if Tenant determines it necessary in order to protect the confidential nature of its business, Tenant may accompany Landlord and any prospective tenant during any showing of the Premises, and (b) display in and about said Premises and in the windows thereof, the usual and ordinary "TO RENT" signs.

ARTICLE 37 - QUIET ENJOYMENT

Section 1. Landlord agrees that at all times when Tenant is not in default under the provisions and during the Term of this Lease, Tenant's quiet and peaceable enjoyment of the Premises will not be disturbed or interfered with by Landlord or any person claiming by, through, or under Landlord.

ARTICLE 38 HOLDING OVER

Section 1. Any holding over after the expiration of the term hereof with the consent of Landlord shall be construed to be a tenancy from month-to-month at one hundred ten percent (110%) of the last month's rental for the initial two months following the expiration of the term, and thereafter at a rate of one hundred fifty percent (150%) of the last month's rental, together, with an amount estimated by Landlord for the monthly additional charges payable pursuant to this Lease, and shall otherwise be on the same terms and conditions as herein specified so far as applicable. Any holding over without Landlord's consent shall entitle Landlord to reenter the Premises pursuant to Article 13, Section 2 of this Lease.

ARTICLE 39 - SUCCESSORS

Section 1. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Article 7.

ARTICLE 40 – FURNISHING OF FINANCIAL STATEMENTS.

Section 1. Except if Tenant is a public company, upon Landlord's written request, Tenant shall promptly furnish Landlord, from time to time, with financial statements reflecting Tenant's current financial condition. Landlord agrees to execute a mutually agreeable non-disclosure agreement with respect to Landlord's maintenance of the confidentiality of Tenant's financial statements, provided that such financial statements may be disclosed to prospective purchasers of the Premises, prospective lenders of the Landlord, and Landlord's partners, members, investors, attorneys and accountants, and there shall be no obligation to keep such information confidential to the extent such information is publicly available or in the public domain, in connection with enforcement of the Lease, or as compelled by a court or governmental agency. Tenant shall make a representative available to Landlord to review and answer questions about its financial statements.

ARTICLE 41 - ACCORD AND SATISFACTION

Section 1. Payment by Tenant or receipt by Landlord of a lesser amount than the rent or other charges herein stipulated shall be deemed to be on account of the earliest due stipulated rent or other charges, and no endorsement or statement on any check or any letter accompanying any check payment as rent or other

charges shall be deemed an accord and satisfaction and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or other charges or pursue any other remedy in this Lease to the Tenant.

ARTICLE 42 - EXECUTION OF LEASE; NO OPTION

Section 1. The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest by Tenant in, the Premises. Execution of this Lease by Tenant and returned to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has in fact executed and delivered the Lease to the Tenant.

ARTICLE 43 - RECORDING

Section 1. Tenant shall not record this Lease, or any memorandum thereof, or any other instrument, against the Premises, without the written consent of Landlord.

ARTICLE 44 – SECURITY DEPOSIT

Section 1. Landlord herewith acknowledges receipt of Tenant's cashier's check or money order representing the security deposit in the amount of \$ _____, which it is to retain as security for the faithful performance of all covenants, conditions and agreements of this Lease, but in no event shall Landlord be obliged to apply the same upon rent or other charges in arrears or upon damages for Tenant's failure to perform said covenants, conditions and agreements. Landlord may so apply the security deposit, at its option, and Landlord's right to the possession of the Premises for nonpayment of rent or for any other reason shall not in any event be affected by reason of the fact that Landlord holds this security deposit. The said sum, if not applied towards the payment of rent in arrears or towards the payment of damages suffered by Landlord by reason of Tenant's breach of the covenants, conditions and agreements of this Lease, is to be returned to Tenant without interest when this Lease is terminated, according to these terms, and in no event is the security deposit to be returned until Tenant has vacated the Premises and delivered possession to Landlord. If Landlord repossesses itself of the Premises because of Tenant's default or because of Tenant's failure to carry out the covenants, conditions and agreements of this Lease, Landlord may apply the security deposit upon all damages suffered to the date of said repossession and may retain the security deposit to apply upon such damages as may be suffered or shall accrue thereafter by reason of Tenant's default or breach. Landlord shall not be obliged to keep the security deposit as a separate fund or pay interest thereon but may mix the security deposit with its own funds.

ARTICLE 45 - ESTOPPEL STATEMENT

Section 1. Tenant and Landlord agree within ten (10) business days after request therefor by the other party (the "Requesting Party"), to execute in recordable form and deliver to the Requesting Party a statement, in writing, certifying (a) that this Lease is in full force and effect; (b) date of commencement of the Term of this Lease; (c) that rent is paid currently without any off-set or defense thereto; (d) the amount of rent, if any, paid in advance; (e) whether this Lease has been modified and, if so, identifying the modifications; and (f) that there are no uncured defaults by the Requesting Party or stating those claimed, provided that, in fact, such facts are accurate and ascertainable.

ARTICLE 46 - ATTORNNMENT

Section 1. In the event any proceedings are brought for the foreclosure of, or in the event of a conveyance by deed in lieu of foreclosure of, or in the event of exercise of the power of sale under any mortgage and/or

deed of trust made by Landlord covering the Premises, or in the event Landlord sells, conveys or otherwise transfers its interest in the Premises or any portion thereof containing the Premises, this Lease shall remain in full force and effect and Tenant hereby attorns to and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner whereby Tenant attorns to, such successor in interest and recognizes such successor as the Landlord under this Lease. Payment by or performance of this Lease by any person, firm or corporation claiming an interest in this Lease or the Premises by, through or under the Tenant without Landlord's consent in writing shall not constitute an attornment or create any interest in this Lease or the Premises.

ARTICLE 47 – SUBORDINATION AND NON DISTURBANCE

Section 1. Tenant agrees that this Lease shall, at the request of Landlord, be subordinate to any first mortgages or deeds of trust that may hereafter be placed upon the Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagee or trustee named in said mortgages or trust deeds shall agree to recognize Tenant's rights under this Lease in the event of foreclosure if Tenant is not in default. Tenant also agrees that any mortgagee or trustee may elect to have this Lease constitute a prior lien to its mortgage or deed of trust, and in the event of such election and upon notification by such mortgagee or trustee to Tenant to that effect, this Lease shall be deemed a prior lien to the said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant agrees, that upon the request of Landlord, any mortgagee or any trustee, it shall execute whatever instruments may be required to carry out the intent of this Section. With respect to the liens of any mortgages placed upon the Premises by Landlord after the execution of this Lease, Landlord, Tenant and Landlord's lender shall enter into a commercially reasonable subordination and non-disturbance agreement (a "SNDA"), in the form provided by Landlord.

ARTICLE 48 - REMEDIES

Section 1. Failure of the Tenant to execute any subordination and non-disturbance agreement or estoppel certificate within ten (10) days upon written request to do so by Landlord shall constitute an Event of Default under this Lease and the Landlord may, at its option, cancel this Lease and terminate the Tenant's interest therein, and exercise all other remedies available to Landlord under this Lease.

ARTICLE 49 - EXECUTION OF LEASE

Section 1. If either party hereto is a partnership, limited partnership, corporation or other joint venture or association, the individual(s) executing this Lease on behalf of such entity warrant and represent that such entity is validly organized and existing, and authorized to do business under the laws of the State of Michigan, that the form of entity is as set forth in the introductory paragraph of this Lease and the acknowledgments at the end of this Lease, that the entity has full power and lawful authority to enter into this Lease in the manner and form herein set forth, and that the execution of this Lease by such individual(s) is proper and sufficient to legally bind such entity in accordance with the terms and conditions hereof. If Tenant consists of more than one person or entity, then the obligations imposed on Tenant shall be joint and several.

ARTICLE 50 – COUNTERPARTS; SIGNATURES

Section 1. Landlord and Tenant agree that this Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. PDF Copies of this Lease and signatures to this Lease shall be deemed to be originals and may be relied on to the same extent as the originals.

ARTICLE 51 - HAZARDOUS SUBSTANCES

Section 1. HAZARDOUS SUBSTANCE. The term "Hazardous Substances", as used in this Lease, shall include without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyl's (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

Section 2. TENANT'S RESTRICTIONS. Tenant shall not cause or permit to occur during the Term, as it may be extended:

- (A) Any violation of any federal, state or local law, ordinance or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, or arising from Tenant's use or occupancy of the Premises, including but not limited to, soil and ground water conditions or
- (B) The use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance, except in compliance with applicable law, on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Substance.

Notwithstanding the foregoing, Tenant shall not be responsible for any violation (i) based upon an occurrence prior to or of an ongoing nature which commenced prior to Tenant's occupancy, (ii) any violations caused by migration from neighboring properties, or (iii) any violations caused by Landlord, its employees, agents, or contractors (the foregoing being collectively referred to as the "Other Violations"), unless it either (A) fails to immediately notify Landlord upon learning of such Other Violation, or (B) Tenant exacerbates such Other Violations, but only to the extent of such exacerbation.

Section 3. ENVIRONMENTAL CLEAN-UP. Except for the Other Violations (except those which Tenant knowingly exacerbates, but only to the extent so exacerbated or if Tenant fails to immediately notify Landlord upon learning of such Other Violation):

- (a) Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation or disposal of hazardous substance ("Laws"), provided that this provision shall not make Tenant liable for the Other Violations unless Tenant exacerbates such Other Violations.
- (b) Tenant shall, at Tenant's own expense, make all submissions to, provide all required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.
- (c) Other than anything based upon or arising from the Other Violations, should any Authority or any third party demand that a cleanup plan be prepared and that a cleanup be undertaken because of deposit, spill, discharge, or other release of Hazardous Substance that occurs during the Term of this Lease, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Tenant shall carry out all such cleaning plans.
- (d) Tenant shall, at Tenant's own expense, promptly provide all reasonable public information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Landlord. If Tenant fails to fulfill any duty imposed under this Section 3 within a reasonable time,

Landlord may do so; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Section 3.

Section 4. INDEMNITY.

- (a) Except for matters arising from, or as a result of, the Other Violations, Tenant shall indemnify, defend and hold harmless Landlord, the manager of the property and their respective officers, directors, beneficiaries, shareholders, partners, agents and employees from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances that occurs during the Term of this Lease, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises or from Tenant's failure to provide all information, make all submissions and take all steps required by all Authorities under the Laws and all other environmental laws. Tenant's obligations and liabilities under Sections 2, 3 and 4(a) shall survive the expiration and/or termination of this Lease.
- (b) Landlord shall indemnify, defend and hold harmless Tenant and its respective officers, directors, beneficiaries, shareholders, partners, agents and employees from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances that occurs prior to the Commencement Date, at or from the Premises, unless caused by Tenant its agents, contractors, employees or representatives. Landlord's obligations and liabilities under this Section 4(b) shall survive the expiration and/or termination of this Lease.

Section 5. ENVIRONMENTAL AUDIT. Landlord has caused, or will cause, an environmental audit of the property to be conducted by a licensed, reputable environmental company, the results of which will be promptly delivered to Tenant and subsequently attached hereto as Exhibit "D" and made a part hereof by reference. Landlord represents that as of the date of this Lease, it has no knowledge of the presence, on the property, of any hazardous substances, other than as set forth in the environmental audit report to be delivered prior to the Commencement Date. Tenant shall, thirty (30) days prior to the expiration of this Lease, at its expense, cause an environmental audit of the property to be conducted by a licensed, reputable environmental company, reasonably approved by Landlord. Tenant shall submit a copy of said environmental audit report promptly to Landlord after its receipt. In the event that said environmental audit report shall differ in any way with the environmental audit report which is attached hereto as Exhibit "C", and such difference is due to Tenant's violation of its covenants in Section 2 above. Tenant shall, at its expense, be obligated to fulfill its responsibilities regarding hazardous substances as hereinabove required.

ARTICLE 52 – LEASE GUARANTY

[Section 1. Simultaneously herewith, the Tenant shall cause its affiliate, [] (the "Guarantor"), to execute the Lease Guaranty in the form set forth on Exhibit "G" attached hereto.]

ARTICLE 53 - BROKER

Section 1. Tenant represents and warrants that it has not engaged any broker in connection with this transaction. Landlord represents and warrants that it has engaged no broker in connection with this

transaction other than Signature Associates ("Landlord's Broker"). Landlord agrees with Tenant that Landlord will pay, and/or will defend and hold Tenant harmless from and against any and all other finders and/or broker's commissions due or claimed to be due on account of the transactions contemplated herein and arising out of the contracts made by Landlord, including, the sums owed to Landlord's Broker. Tenant agrees with Landlord that Tenant will pay, and will defend and hold Landlord harmless from and against any and all other finders and/or broker's commissions due or claimed to be due on account of the transactions contemplated herein and arising out of the contracts made by Tenant.

ARTICLE 54 - WARRANTIES

Section 1. Landlord hereby represents and warrants the following to Tenant as of the date hereof:

- (A) Landlord is the fee owner of the Premises, with full right and authority to enter into and perform this Lease;
- (B) To the best of Landlord's knowledge, Landlord is not aware of any impending condemnation or eminent domain intentions;
- (C) The Premises and the building are (or will be on the Commencement Date) in compliance with all federal, state and local laws and regulations, including but not limited to, applicable building codes, other laws applicable to Tenant's specific business; and
- (D) To the best of Landlord's knowledge, except as disclosed in the environmental report, there are no environmental conditions regarding the Premises which are in violation of any law, ordinance, rule or regulation.

ARTICLE 55 - OPTION TO PURCHASE

Section 1. Provided that Tenant is the tenant originally named herein and is not in default of this Lease beyond any applicable notice and cure periods at the time of its election, Tenant shall have the option to purchase the Premises for a purchase price equal to ninety five percent (95%) of the Fair Market Value (as hereinafter defined) of the Premises, but in no event shall the purchase price be less than the Adjusted Project Cost (the "Purchase Option"), in accordance with the provisions of this Article 55. Tenant may exercise the Purchase Option by providing written notice to Landlord of its intention to exercise same (the "Purchase Option Notice") within the period commencing 425 days prior to the expiration of the Term of this Lease, and expiring 365 days prior to the expiration of the Term of this Lease, and by simultaneously depositing with Title Connect LLC, located in Farmington Hills, Michigan, an earnest money deposit in the amount of Five Hundred Thousand Dollars (\$500,000.00) (the "Deposit"), which shall be applicable to the purchase price. In no event shall Tenant be permitted to purchase less than the entire Premises. If Tenant does not timely exercise the Purchase Option and make the Deposit as provided above, then, the Purchase Option shall thereafter be null and void and of no further force and effect. Tenant's right to purchase the Premises shall be subordinate in all events to the mortgages of Landlord's mortgage lender(s). For purposes hereof, the "Adjusted Project Cost" shall mean the Landlord's cost to acquire, design and construct the Premises, including all hard costs, soft costs, and the value of the land, adjusted by two percent (2%) annual increases for each year comprising the Term of this Lease.⁴

Section 2. The "Fair Market Value" means the fair market value of the Premises, as of the date of the Purchase Option Notice, as determined herein. Within thirty (30) days of receipt of the Purchase Option Notice, the Landlord shall provide the Tenant written notice of Landlord's determination of the Fair Market Value (the "Fair Market Value Notice"). Tenant shall accept or reject such determination within fifteen (15) days of receipt of the Fair Market Value Notice, provided that any failure to respond within such fifteen

⁴ To be discussed. This is landlord's proposal for how to address.

(15) day period shall constitute Tenant's acceptance of the Fair Market Value indicated in the Fair Market Value Notice. In the event the Tenant accepts the Fair Market Value identified in the Fair Market Value Notice, then the Fair Market Value shall be the amount indicated in the Fair Market Value Notice. In the event Tenant rejects such determination, then the Fair Market Value shall be determined by a board of three (3) professional appraisers, one of whom shall be named by the Landlord, one of whom shall be named by Tenant, and the two so appointed shall select a third. Each appraiser so selected shall be licensed in the State of Michigan as a real estate appraiser, and specialize in the field of commercial leasing, having no less than ten (10) years of experience in such field, and recognized as ethical and reputable within the field. Landlord and Tenant agree to make their appointments promptly within ten (10) days after Tenant's rejection, or sooner if mutually agreed upon. The two (2) appraisers selected by Landlord and Tenant shall promptly select a third appraiser within ten (10) days after they both have been appointed, and each appraiser, within fifteen (15) days after the third appraiser is selected, shall submit his or her determination of the Fair Market Value. The Fair Market Value shall equal the average of the two determinations that are closest to each other, with no regard for the other, third determination. Landlord and Tenant shall each pay the fee of the appraiser selected by it, and they shall equally share the payment of the fee of the third appraiser. For avoidance of doubt, in the event the appraisal process hereunder results in a determination of Fair Market Value that is less than the Adjusted Project Cost, then the purchase price for the Premises shall be the Adjusted Project Cost.

Section 3. In the event Tenant exercises such right, it shall be obligated to close on the purchase of Premises within sixty (60) days of the determination of the purchase price for the Premises pursuant to the terms of this Article 55, and at such closing Landlord shall deliver a covenant deed to the Premises, together with such other reasonable and customary closing documents as may be requested by Landlord and Tenant and Tenant shall be solely responsible for payment of all costs and expenses associated with its purchase of the Premises including, without limitation, transfer taxes, the cost of title insurance that may be requested by Tenant, the cost of recording the covenant deed, etc. In the event the closing does not occur within such sixty (60) day period for any reason other than due to the Landlord's default, then the Landlord shall retain the Deposit as its sole and exclusive remedy, and the Purchase Option shall be deemed waived by the Tenant.

Section 4. Tenant's rights under this Article 55 are personal to Tenant and shall not be conveyed to any other party in connection with any assignment or subletting of all or any portion of the Premises, notwithstanding Landlord's consent to any such assignment or subletting.

ARTICLE 56 – TENANT'S TERMINATION OPTION

Section 1. Provided an Event of Default does not exist on the date set for exercise or the date set for termination and subject to the conditions set forth herein, Tenant shall have the one-time right, prior to expiration of the one hundred eighth (108th) full calendar month of the Term, to provide Landlord written notice of its intent to terminate the Lease (the "Termination Notice"). In the event Tenant timely delivers such Termination Notice to Landlord, this Lease shall terminate effective at the end of the one hundred twentieth (120th) full calendar month of the Term (the "Termination Option Date"). In the event Tenant fails to timely deliver the Termination Notice, Tenant's termination right under this Article 56 shall be of no further force and effect. In the event that Tenant shall timely give the Termination Notice in compliance with the terms of this Section, then this Lease shall come to an end and expire on the Termination Option Date, with the same force and effect as if said date were the expiration date of the Term set forth herein, unless sooner terminated pursuant to any other term, covenant or condition of the Lease or pursuant to law. Tenant's right to terminate this Lease pursuant to this Article 56 is expressly conditioned upon Tenant timely paying the Termination Payment (as hereinafter defined) in immediately available funds and strictly in accordance with the terms of this Section, time being of the essence. For purposes of this Lease, the

“Termination Payment” shall be an amount equal to the sum of: (a) the then unamortized amount of (i) the brokerage commissions paid by Landlord in connection with this Lease, and (ii) [the tenant improvement allowance paid by Landlord]. The Termination Payment shall be due thirty (30) days prior to the effective termination date.

ARTICLE 57 – OPTION TO EXTEND

Section 1. Provided an Event of Default does not exist on the date of exercise of the Option to Extend (as hereinafter defined) or the last date of the original Term of this Lease, and subject to the conditions set forth in this Article, Tenant shall have the personal and non-transferrable right to extend the Term of this Lease (the “Option to Extend”) for one (1) additional period of five (5) years (an “Option Period”). In the event an Event of Default exists on the date of exercise of the Option to Extend, or on the last date of the original Term of this Lease, then Tenant’s Option to Extend shall be void and of no further force or effect. The remaining Sections of this Article 57 shall apply to Tenant’s Option to Extend the Term of this Lease.

Section 2. In order for Tenant to exercise the Option to Extend this Lease for the Option Period, Tenant must provide Landlord with written notice of its intention to so extend the Term, with notice to be delivered in accordance with Section 34 hereof at any time after the commencement of the one hundred twenty sixth (126th) month full calendar month of the Term of this Lease and prior to the beginning of the one hundred thirty third (133rd) full month of the Term of this Lease (the “Option Notice”), time being of the essence. If Tenant fails to timely exercise the Option to Extend in accordance with this Article, such Option to Extend shall be deemed to have been waived by Tenant.

Section 3. The Option to Extend, if exercised, shall be upon, and subject to, all of the terms, covenants and conditions provided in this Lease for the original Term hereof, except that the Base Rent shall be modified as provided below and that any terms, covenants or conditions hereof that are expressly or by their nature inapplicable to the Option to Extend shall not apply.

Section 4. The initial annual Base Rent as of the commencement of the Option Period shall be an amount equal to ninety-five percent (95%) the fair market rental value of the Premises (the “Option FMV”). The Option FMV shall be determined pursuant to the following:

(a) The parties shall attempt, during the three (3) month period following the date of the Option Notice to mutually agree upon the Option FMV of the Premises for the Option Period.

(b) If Landlord and Tenant shall fail to agree upon a final and binding FMV within such three (3) month period, Landlord shall, within the thirty (30) day period following, submit Base Rent figures to Tenant in writing which Landlord believe represents the Option FMV (“Landlord’s FMV Notice”). Tenant shall, within fifteen (15) business days after receipt of Landlord’s FMV Notice, either (i) confirm in writing that Tenant agrees with Landlord’s determination of the Option FMV, in which event such FMV shall then automatically become the Base Rent as of the commencement of the Option Period, or (ii) notify Landlord that Tenant disagrees with Landlord’s determination of the Option FMV. If Landlord does not receive written notice from Tenant within fifteen (15) business days of Tenant’s receipt of Landlord’s FMV Notice, then the FMV contained in Landlord’s FMV Notice shall be deemed to be the Base Rent as of the commencement of the Option Period. In the event Tenant disagrees with Landlord’s determination of the Option FMV contained in Landlord’s FMV Notice then Tenant may commence arbitration by making written demand to Landlord (“Tenant’s FMV Notice”) within fifteen (15) business days of Tenant’s receipt of Landlord’s FMV Notice. Tenant’s FMV Notice

shall contain a statement of the question to be arbitrated i.e. what is the Option FMV during the Option Period and shall state Tenant's determination of the Option FMV. Landlord and Tenant shall then mutually designate an arbitrator whose determination of the Option FMV (which shall be either the Option FMV contained in Landlord's FMV Notice or the Option FMV proposed by Tenant in Tenant's FMV Notice, but no other amount) shall be final and binding upon Landlord and Tenant.

(c) If Landlord and Tenant shall fail to agree upon the choice of such arbitrator within ten (10) days after Landlord shall have received Tenant's FMV Notice, then either party may apply to the American Arbitration Association or any successor thereto having jurisdiction to designate an arbitrator. The arbitrator shall be a real estate broker or consultant who is MAI certified by the Appraisal Institute and who shall have had at least fifteen (15) years' continuous experience in the business of appraising or managing commercial real estate or acting as a real estate agent or broker in the County in which the Premises is located.

(d) The arbitrator shall conduct such hearings and investigations as he may deem appropriate and shall, within thirty (30) days after his designation, determine which of the two (2) proposals (from Landlord and Tenant) shall be the Option FMV, and that choice by the arbitrator shall be binding upon Landlord and Tenant, provided that the arbitrator shall not have the power to add to, modify, or change any of the other provisions of this Lease. Each party shall pay its own counsel fees and expenses, if any, in connection with any arbitration under this clause, and the parties shall share equally all other expenses and fees of any such arbitration.

(e) If for any reason the Option FMV shall not have been determined prior to the commencement of the Option Period, then Tenant shall continue to pay Landlord the Base Rent payable for the Premises during the period immediately preceding the expiration of the then-current Term of this Lease. Upon final determination of the Option FMV it shall have been determined (pursuant to the terms hereof) that the Base Rent payable for and during the Option Period shall be equal to the Option FMV, then an appropriate adjustment to the Base Rent shall be made reflecting such final determination, and either (i) Landlord shall refund to Tenant any overpayment in Tenant's payment of Base Rent, or (ii) Tenant shall pay to Landlord any underpayment of Base Rent, in each such instance for the period from commencement of the Option Period to the date of such final determination.

(f) The decision of the arbitrator will be final and non-appealable, and may be enforced according to the laws of the State of Michigan.

Section 5. Notwithstanding any term to the contrary set forth in this Article 57, and irrespective of any determination by arbitration proceedings pursuant to this terms of this Article, under no circumstances whatsoever shall the annual Base Rent during the entire Option Period, be less than the annual Base Rent during the final lease year of the original Term.

ARTICLE 58 – RIGHT OF FIRST REFUSAL

Section 1. Landlord agrees that if, at any time during the Term of this Lease, Landlord receives a bona fide offer to purchase the fee simple title of the Premises which it intends to accept (the "Purchase Offer"), Landlord shall deliver a copy of the Purchase Offer to Tenant and notify Tenant of its intention to accept the Purchase Offer on the terms and conditions contained in the Purchase Offer. Tenant shall, within thirty (30) days after receipt of the Purchase Offer, notify Landlord in writing whether or not it desires to accept the Purchase Offer (the "Purchase Offer Notice"). If Tenant accepts the Purchase

Offer, Landlord shall become obligated to sell, and Tenant shall become obligated to purchase, the Premises on the same terms and conditions contained in the Purchase Offer.

Section 2. The failure of Tenant to deliver the Purchase Offer Notice to Landlord within ten (10) days after Tenant's receipt of the Purchase Offer shall constitute an election not to accept the Purchase Offer. If the Purchase Offer is not accepted by Tenant, Landlord may sell the Premises to the person or entity which submitted the Purchase Offer, but only upon the same terms and conditions set forth in the Purchase Offer. If the Purchase Offer is consummated, the acquisition of the Premises shall be subject to this Lease and Tenant's rights hereunder. If the Purchase Offer is not consummated upon the same terms and conditions set forth in the Purchase Offer within one hundred eighty (180) days after the election of Tenant not to exercise its right of first refusal set forth in this Article, this Article shall remain applicable to all subsequent offers with respect to the Premises received by Landlord, including, but not limited to, any subsequent Purchase Offer received from such person or entity.

ARTICLE 59 – TAX INCENTIVES

Section 1. This Lease is contingency upon Landlord securing a tax incentives with respect to the Premises (the "Incentive Condition") from the State of Michigan and the Charter Township of Plymouth, in the form an abatement of fifty percent (50%) of the real estate taxes otherwise applicable to the Premises, for a period equal to the term of this Lease. In the event the Landlord has not secured such tax incentives by _____, 2019 (the "Incentives Deadline"), then the Tenant may terminate this Lease by written notice to Landlord within ten (10) days after the Incentives Deadline, in which event the parties shall be relieved from all obligations under this Lease. Upon receipt of written confirmation from the applicable governing authorities of satisfaction of the Incentive Condition, then Tenant's option to terminate this Lease pursuant to this Article 59 shall automatically expire and be of no further force and effect. In no event shall Landlord be obligated to commence any of Landlord's Work under this Lease until Landlord has obtained written confirmation that it has secured such tax incentives.

[Remainder of Page Intentionally Left Blank]

[SIGNATURE PAGE TO LEASE AGREEMENT]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

[_____ LLC, a Michigan
limited liability company]

By: _____
Name: _____
Its: _____

TENANT:

WEBASTO ROOF SYSTEMS, INC., a
Delaware corporation

By: _____
Name: _____
Its: _____

EXHIBIT "A"

Legal Description

Land situated in the Township of Plymouth, County of Wayne, State of Michigan, legally described as:

Parcel 1:

Part of the Southwest 1/4 of Section 24, Town 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan described as beginning due North 120 feet from the South 1/4 corner of Section 24; thence South 89 degrees 59 minutes 33 seconds West 514.99 feet; thence North 89 degrees 55 minutes 17 seconds West 568.01 feet; thence due North 99.29 feet; thence due East 531.00 feet; thence due North 328.81 feet; thence North 17 degrees 54 minutes 37 seconds West 49.08 feet; thence along a curve to the right, radius 75.00 feet, chord North 16 degrees 18 minutes 59 seconds West 148.68 feet; thence along a curve to the right, radius 135.00 feet, chord North 46 degrees 57 minutes 51 seconds East 88.38 feet; thence North 27 degrees 51 minutes 27 seconds East 370.10 feet; thence South 62 degrees 08 minutes 33 seconds East 60.00 feet; thence South 27 degrees 51 minutes 27 seconds West 370.10 feet; thence along a curve to the left, radius 135.00 feet, chord South 08 degrees 45 minutes 03 seconds West 88.38 feet; thence along a curve to the right, radius 75.00 feet, chord South 30 degrees 52 minutes 01 second West 98.85 feet; thence South 17 degrees 54 minutes 37 seconds East (recorded as South 17 degrees 54 minutes 37 seconds West) 50.00 feet; thence due South 328.70 feet; thence due East 540.00 feet; thence due South 100.00 feet to the point of beginning.

Parcel 2:

Part of the Southwest 1/4 of Section 24, Town 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan described as beginning at a point on the Southerly right of way line of Schoolcraft Road (so-called) which is due North along the East line of said Southwest 1/4, 904.93 feet and North 62 degrees 08 minutes 33 seconds West along the Southerly right of way line of Schoolcraft Road (so-called) 420.00 feet; thence from said point of beginning continuing North 62 degrees 08 minutes 33 seconds West along the Southerly right of way line of Schoolcraft Road (so-called) 657.85 feet; thence South 23 degrees 17 minutes 55 seconds West along the Easterly right of way line of Haggerty Road (so-called) 943.09 feet; thence continuing along said Easterly right of way line South 20 degrees 02 minutes 24 seconds West 472.25 feet; thence South 89 degrees 55 minutes 17 seconds East along the Northerly right of way line of the C & O Railroad (said line 124.50 feet Northerly of and parallel to the original centerline of the Main Track) 404.78 feet; thence due North 99.29 feet; thence due East 531.00 feet; thence due North 326.81 feet; thence North 17 degrees 54 minutes 37 seconds West 49.08 feet; thence 215.69 feet along a curve to the right having a radius of 75.00 feet, a central angle of 164 degrees 46 minutes 27 seconds and a long chord bearing North 16 degrees 18 minutes 59 seconds West 148.68 feet to a point of reverse curvature; thence 90.04 feet along a curve to the left having a radius of 135.00 feet, a central angle of 38 degrees 12 minutes 48 seconds and a long chord bearing North 46 degrees 57 minutes 51 seconds East 88.38 feet; thence North 27 degrees 51 minutes 27 seconds East 370.10 feet to the point of beginning.

Tax Parcel No: R-78-023-99-0030-702 (Parcel 1); R-78-023-99-0030-703 (Parcel 2)

EXHIBIT “A-1”

Site Plan

EXHIBIT “B”

Specifications

,

EXHIBIT "C"

Construction Schedule

EXHIBIT “D”

Environmental Audit

EXHIBIT “E”

Tenant Improvement Specifications and Budget

EXHIBIT "F"**Guaranty⁵**

The undersigned, _____, a _____, whose address is _____, in consideration of the leasing of the leased premises described in that certain Lease Agreement (the "Lease"), dated _____, 20____, between _____, a _____ limited liability company, whose address is _____, as Landlord ("Landlord"), and WEBASTO ROOF SYSTEMS, INC., a Delaware corporation, whose address is _____, as Tenant ("Tenant"), does hereby covenant and agree as follows:

The undersigned does hereby guarantee the full, faithful and timely payment and performance by Tenant of all of the payments, covenants and other obligations of Tenant under or pursuant to the Lease. If Tenant shall default at any time in the payment of any rent or any other sums, costs or charges whatsoever, or in the performance of any of the other covenants and obligations of Tenant, under or pursuant to the Lease, then the undersigned, at its expense, shall on demand of Landlord fully and promptly, and well and truly, pay all rent, sums, costs and charges to be paid by Tenant, and perform all the other covenants and obligations to be performed by Tenant, under or pursuant to the Lease, and in addition shall on Landlord's demand pay to Landlord any and all sums due to Landlord, including (without limitation) all interest on past due obligations of Tenant, costs advanced by Landlord, and damages and all expenses (including attorneys' fees and litigation costs), that may arise in consequence of Tenant's default. The undersigned hereby waives all requirements of notice of the acceptance of this Guaranty and all requirements of notice of breach or nonperformance by Tenant.

The obligations of the undersigned hereunder are independent of the obligations of Tenant. A separate action or actions may, at Landlord's option, be brought and prosecuted against the undersigned, whether or not any action is first or subsequently brought against Tenant, or whether or not Tenant is joined in any such action, and the undersigned may be joined in any action or proceeding commenced by Landlord against Tenant arising out of, in connection with or based upon the Lease. The undersigned waives any right to require Landlord to proceed against Tenant or pursue any other remedy in Landlord's power whatsoever, any right to complain of delay in the enforcement of Landlord's rights under the Lease, and any demand by Landlord and/or prior action by Landlord of any nature whatsoever against Tenant, or otherwise.

This Guaranty shall remain and continue in full force and effect and shall not be discharged in whole or in part notwithstanding (whether prior or subsequent to the execution hereof) any alteration, renewal, extension, modification, amendment or assignment of, or subletting, concession, franchising, licensing or permitting under the Lease. The undersigned hereby waives notices of any of the foregoing, and agrees that the liability of the undersigned hereunder shall be based upon the obligations of Tenant set forth in the Lease as the same may be altered, renewed, extended, modified, amended or assigned. For the purpose of this Guaranty and the obligations and liabilities of the undersigned hereunder, "Tenant" shall be deemed to include any and all concessionaires, licensees, franchisees, department operators, assignees, subtenants, permittees or others directly or indirectly operating or conducting a business in or from the Premises, as fully as if any of the same were the named Tenant under the Lease.

The undersigned's obligations hereunder shall remain fully binding although Landlord may have waived one or more defaults by Tenant, extended the time of performance by Tenant, released, returned or misapplied other collateral at any time given as security for Tenant's obligations (including other guaranties)

⁵ Necessity of Guaranty remains an open item.

and/or released Tenant from the performance of its obligations under the Lease.

This Guaranty shall remain in full force and effect notwithstanding the institution by or against Tenant, of bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or the disaffirmance of the Lease in any such proceedings or otherwise.

If this Guaranty is signed by more than one party, their obligations shall be joint and several, and the release of one of such guarantors shall not release any other of such guarantors.

Neuter terms should also refer, where applicable, to the feminine gender and the masculine gender; the singular reference shall also include the plural of any word if the context so requires.

This Guaranty shall be applicable to and binding upon the heirs, executors, administrators, representatives, successors and assigns of Landlord, Tenant and the undersigned. Landlord may, without notice, assign this Guaranty in whole or in part.

In the event that Landlord should institute any suit against the undersigned for violation of or to enforce any of the covenants or conditions of this Guaranty or to enforce any right of Landlord hereunder, or should the undersigned institute any suit against Landlord arising out of or in connection with this Guaranty, or should either party institute a suit against the other for a declaration of rights hereunder, or should either party intervene in any suit in which the other is a party to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to the fees of its attorney(s) in the reasonable amount thereof, to be determined by the court and taxed as a part of the costs therein.

The execution of this Guaranty prior to execution of the Lease shall not invalidate this Guaranty or lessen the obligations of Guarantor(s) hereunder.

Upon Landlord's written request, the undersigned shall promptly furnish Landlord (in any event, within twenty (20) days of request), from time to time, with financial statements (including, without limitation, operating statements including an annual profit and loss statement for the individual store unit covered by the Lease) reflecting the undersigned's current financial condition, and written evidence of ownership of managing and controlling interests in the undersigned and in any entities which directly or indirectly control or manage the undersigned.

The undersigned shall, without charge and within twenty (20) days after any request of Landlord, certify in writing to any person specified in such request, as to the existence, amendment, validity of this Guaranty, the existence of any default or counterclaim hereunder or under the Lease and any other matter reasonably requested. Any such certificate may be relied upon by any party requesting it and by any person to whom the same may be exhibited.

This Guaranty is made pursuant to, and shall be interpreted and applied in accordance with, the laws of the State of Michigan.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty this ____ day of _____, 20__.

_____, a

By:

Its:

STATE OF MICHIGAN)
) SS.
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____, the _____ of _____, a _____, to me known to be the person who executed the foregoing Guaranty and acknowledged before me that he is duly authorized and did execute same on behalf of _____.

Notary Public

_____ County, _____
My Commission Expires: _____

SCHEDULE 1

Phase I Rendering

SCHEDULE 2

Phase II Rendering

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019**

NEW BUSINESS

**ITEM F.3
BECK ROAD HOTEL PROJECT PUD
RESOLUTION #2019-04-23-45**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2019

ITEM: #2274-0118 Beck Road Planned Unit Development (PUD), Phase I Only, Final Plan Approval Request , Resolution #2019-04-23-45

PRESENTER:

Ms. Laura Haw, AICP, NCI, Planning Director

Mr. Kevin Bennett, Township Attorney

OTHER INDIVIDUALS IN ATTENDANCE:

Mr. Nazir Jawich, applicant and/or Mr. Leo Gonzalez, representative

BACKGROUND:

Application #2274-0118 pertains to parcels R-78-005-99-0009-709 and R-78-005-99-0009-710 (pending finalization of a land combination) for a ±5.7 acre, vacant site located at 15075 Beck Road. The site is zoned the IND, Industrial district and C-2, General Commercial district with a Planned Unit Development (PUD) overlay, which was granted by the Board of Trustees in June of 2017 with the following conditions:

- i. *Combination of the two subject parcels;*
- ii. *Interior and perimeter landscaping, which substantially exceeds Zoning Ordinance standards, including but not limited to: the banked parking area, pedestrian walkways and spaces, outdoor seating areas, building perimeters, and internal corridors;*
- iii. *Enhanced building design for the hotel and drive-thru restaurant, including, but not limited to:*
 - a. *An earth tone palette;*
 - b. *Limestone (or a complementary material) trim accent and base treatment;*
 - c. *Vertical and horizontal building articulation and additional features to provide relief in building mass;*
 - d. *Recessed windows; and*
 - e. *A great quantity of windows, and larger windows, on the ground floor;*
- iv. *The creation of a more distinct entry drive to the hotel and drive-thru use; and*
- v. *All engineering requirements finalized.*

The applicant requests Final Planned Unit Development Plan approval, for Phase I only, to develop the subject property as follows:

PHASE I: Commercial / Restaurant Development

- New construction for a 3,198 SF building with two commercial uses (proposes as two restaurants – one drive-thru restaurant, one café with outdoor patio).
- Existing sit-down restaurant (former Ruby Tuesday's) to remain a sit-down restaurant (Buddy's Pizza, with outdoor patio).
- Construction of all infrastructure and site improvements necessary for Phase I.
- Replanting, screening and landscaping of the western property boundary, as shown on the attached landscape plans.
- Stabilization, soil erosion control, rough grading and native vegetation planting of the remaining open space on the site, to be maintained bi-annually.

Phase II:

Phase II will require separate Planning Commission and Township review at a future date for a hotel or office use and the remaining infrastructure and site improvements. Payment in-lieu for 44 of the trees removed has been established with the Building Department, the remaining required 77 trees are to be planted onsite, along the western and northern property boundaries.

Planning Commission Recommendation:

At their regular April 17, 2019 meeting, the Planning Commission recommended final site development plan approval to the Board of Trustees, subject to the resolution of all the outstanding items noted in the April 11, 2019 Planning Report and the March 21, 2019 Engineering Report, and that for the new commercial structure, the arch canopy over the two doors covers each door and the adjacent two window panes, and that the arch covers the entire drive-up window and sliding window, thus fulfilling the approved PUD Option where the architecture of the building complements the existing building on-site.

Township Attorney Kevin Bennett has also reviewed the associated legal document (i.e. Planned Unit Development Contract); final approval of the PUD by the Board is contingent on Mr. Bennett's satisfaction that all legal documents are in compliance.

RECOMMENDATION:

To approve application #2274-0118 for Final Planned Unit Development Plan approval, with conditions, for Phase I only, as recommended by the Planning Commission.

PROPOSED RESOLUTION:

Move to approve Resolution #2019-04-23-45 authorizing (for PC application #2274-0118) Final Planned Unit Development Plan approval, Phase I only, contingent on the Planning Commission's recommendation that the Final Stamp Plans are subject to the resolution of all the outstanding items noted in the April 11, 2019 Planning Report and the March 21, 2019 Engineering Report, and that for the new commercial structure, the arch canopy over the two doors covers each door and the adjacent two window panes, and that the arch covers the entire drive-up window and sliding window, thus fulfilling the approved PUD Option where the architecture of the building complements the existing building on-site; and pending any additional adjustments to the legal documents by the Township Attorney.

Enclosed: Landscape Site Plan Documents and Legal Documents – condensed sheets (please contact the Clerk's office for additional supplementary materials, if needed).

Moved by: _____ Supported by: _____

ROLL CALL:

___Doroshewitz, ___Heise, ___Heitman, ___Vorva, ___Clinton, ___Curmi, ___Dempsey

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

RESOLUTION #2019-04-23-45

Resolution to Approve Application #2274-0118, Beck Road Planned Unit Development (PUD) Phase I Only, of Article 23, Plymouth Township Zoning Ordinance No. 99

At a 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 April 23, 2019 at 7:00 PM, and,

WHEREAS, the Planning Commission of the Charter Township of Plymouth has reviewed and held a public hearing for the requested the Planned Unit Development Option, as provided in Township Zoning Ordinance No. 99, for the subject parcels (parcels R-78-005-99-0009-709 and R-78-005-99-0009-710) on February 15, 2017, and,

WHEREAS the Planning Commission discussed the revised Planned Unit Development Option plan and made a recommended to the Board of Trustees for consideration and approval of the Planned Unit Development Option on May 17, 2017, and,

WHEREAS, the Board of Trustees held a study session on this matter on March 21, 2017, and,

WHEREAS, the Board of Trustees considered and grant approval of the Planned Unit Development Option on June 13, 2017, based on the preservation of existing natural features, and granted with the following conditions: *Combination of the two parcels; Interior and perimeter landscaping, which substantially exceeds Zoning Ordinance standards, including but not limited to: the banked parking area, pedestrian walkways and spaces, outdoor seating areas, building perimeters, and internal corridors; Enhanced building design for the hotel and drive-thru restaurant, including, but not limited to: An earth tone palette, Limestone (or a complementary material) trim accent and base treatment, Vertical and horizontal building articulation and additional features to provide relief in building mass, Recessed windows, and A great quantity of windows, and larger windows, on the ground floor; The creation of a more distinct entry drive to the hotel and drive-thru use; and All engineering requirements finalized, and,*

WHEREAS, the Planning Commission recommended approval of the Final PUD Development Plan, Phase I only, with conditions, to the Board of Trustees on April 17, 2019, and,

WHEREAS, it is the responsibility of the Board of Trustees to consider the recommendations of the Township Planning Commission, and,

WHEREAS, the Board of Trustees discussed the final development plan, Phase I only, and PUD contract on April 23, 2019, and,

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Charter Township of Plymouth does hereby approve Resolution #2019-04-23-45, authorizing approval of the Beck Road Final Planned Unit Development Plan, Phase I only, and associated PUD contract, per the Plymouth Township Zoning Ordinance No. 99.

Moved by: _____ Supported by: _____

ROLL CALL VOTE:

Ayes:

Nays:

Resolution #2019-04-23-45

STATE OF MICHIGAN

COUNTY OF WAYNE

CHARTER TOWNSHIP OF PLYMOUTH

PLANNED UNIT DEVELOPMENT CONTRACT FOR THE BECK HOTEL
DEVELOPMENT PLANNED UNIT DEVELOPMENT

This Planned Unit Development (PUD) Agreement is by and between Beck 15075, LLC, a Michigan limited liability company, ("Developer"), whose address is 40500 Ann Arbor Road, Suite 105, Plymouth, Michigan 48170, and the Charter Township of Plymouth, a Michigan municipal corporation ("Township"), whose address is 9955 N. Haggerty Road, Plymouth, MI 48170.

RECITATIONS

Developer is the fee simple owner, including mineral rights, of the property described on the attached and incorporated Property Description Exhibit 1 (the Property), located in Plymouth Township, Wayne County, Michigan.

Developer voluntarily proposed rezoning and development of the Property as a PUD. Accordingly, Developer has applied for approval of an amendment to the Township Zoning Ordinance granting a rezoning of the Property to PUD, with the zoning on the Property to be known as the Beck Hotel Development Planned Unit Development. Developer is the developer and proprietor of the Beck Hotel Development Planned Unit Development.

As part of the application and approval process, Developer has offered and agreed to make the improvements and to proceed with undertakings as described in the PUD Documents (as defined in Section A below), which Developer and Township agree are necessary and roughly proportional to the burden imposed in order to (1) ensure that public services and facilities affected by the Development will be capable of accommodating increased service and facility loads caused by the Development, (2) protect the natural environment and conserve natural resources, (3) ensure compatibility with adjacent uses of land, (4) promote use of the Property in a socially and economically desirable manner, and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 *et seq.* and the Charter Township of Plymouth Zoning Ordinance.

Now, therefore, as an integral part of the grant of the rezoning of the Property and approval of the Development on the Property, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

A. Development as PUD. The Property shall be developed and improved only in accordance with the following (referred to collectively as the PUD Documents):

1. Article XXIII of the Township Zoning Ordinance, as amended.
2. The Development Plan for the Beck Hotel Development Planned Unit Development, as approved by the Township Board, including the site plan analysis and Development Plan, which are incorporated by reference into this Contract.
3. Any Permit Conditions for the Beck Hotel Development Planned Unit Development.
4. This Development Agreement for the Beck Hotel Development Planned Unit Development.
5. Deed restrictions covering all property within the PUD, to be approved and recorded in the manner set forth in this Agreement.
6. The Conservation Easement for the Beck Hotel Development Planned Unit Development, to be approved and recorded in the manner set forth in this Agreement.
7. All applicable Township ordinances and all design standards for the Beck Hotel Development area of Township, of which this PUD is a part.
8. Any and all conditions of the approval of the Township pertaining to the Development as reflected in the official minutes of such meetings.

Furthermore, all development, use, and improvement of the Property shall be subject to and in accordance with all Township ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable Township and Wayne County ordinances, the PUD Documents, and state laws for the respective components of the Development. To the extent that there are conflicts or discrepancies between respective provisions of the PUD Documents, or between provisions of the PUD Documents and Township ordinances, interpretation shall be based on the more strict regulation of the Property and interpretation shall be subject to the reasonable discretion of the Township Board.

B. Effect of PUD Approval. The Beck Hotel Development Planned Unit Development reclassifies the zoning of the Property to PUD and constitutes the land use authorization for the Property, and all use and improvement of the Property shall be in conformity with such Ordinance and the PUD Documents referenced in the Ordinance. Nothing in this PUD requires Developer or any successor owner of the Property to develop the Property at all, or to commence or continue operation of any business on the Property, provided a building

permit is secured within one (1) year of final Development and PUD Contract Board of Trustees approval for a given Phase. But if the Property is developed, it will be developed according to the PUD Plan as it may from time to time be modified through the process set forth in Zoning Ordinance No. 99 for amendments to a PUD Plan. Any subsequent amendments, changes or modifications to the PUD Plan shall be in accordance with this PUD and Township Zoning Ordinance consistent with the terms of this PUD. This PUD does not prohibit any Developer from applying for a new or revised site approval not inconsistent with the spirit and intent of this PUD.

C. Land Use. Within the Development, all buildings and site amenities shall be laid out, situated, and designed as described on the approved Development Plan, as it may be modified, and corresponding site plans for each phase and subphase upon approval. The permitted density and land use mix shall be as described in detail in the Development Plan.

D. Phasing of PUD. In accordance with, and as more particularly described in, the Permit Conditions, Developer shall develop the Property in two phases. Phase 1 may consist of a fast food/café restaurant with drive thru or other commercial retail use and an existing restaurant. Phase 2 may consist of a hotel development. Each development phase shall stand on its own in terms of utilities and vehicular access. Each phase is subject to and shall undergo site plan review and approval by the Township in the manner set forth in the Zoning Ordinance for the review and approval of site plans in Township at the time of such submittals. In addition to the requirements set forth in the Zoning Ordinance with respect to site plan reviews and approvals, site plan reviews and approvals for all or any portion of the Development shall be based on the Township's determining, in its discretion, that the proposed use and the proposed structure are in compliance with the minimum standards set forth in the approved PUD Plans, the Permit Conditions, and in the other PUD Documents. The general layout, configuration, and location of structures in each phase and subphase shall be generally consistent with those depicted on the approved PUD Plans and in the PUD Documents, and shall be designed and constructed in such a manner as to provide and promote a consistent character and an architecturally superior and harmonious design and appearance with all other portions of the Beck Hotel Development Planned Unit Development, as well as with the regulations and design standards for the Beck Hotel Development.

E. Impacts to Trees. Impacts to trees must be offset either through payment of a mitigation fee, in-kind tree replacement planting, tree transplanting or a combination of these methods, prior to the issuance of any temporary certificate of occupancy by the Township Building Department. Tree offsets must be in accordance with the requirements of the Township's Ordinance and approved by the Planning Director.

F. Water and Sanitary Sewer Systems. Developer shall, at its sole expense, construct and install improvements and/or connections tying into the Township water and sewage system. Developer shall fully comply with all requirements and regulations set forth in Chapter X of the Township Code of Ordinances. Any necessary improvements shall be at Developer's sole cost and expense, and shall be designed and constructed in accordance with the approved PUD Plan and all applicable Township, state, and county standards, codes,

regulations, ordinances, and laws. Excluding required off-site improvements by outside governmental agencies, the Developer shall not be responsible for any off-site improvements to public roads, public utilities or other public facilities, or any costs related to such improvements, unless specifically set forth and agreed to in this PUD or as shown on the PUD Plan or any amendments thereto or any other governing PUD signed by the Owner of the Property which such improvement benefits or burdens.

The water and sanitary sewer improvements within and for each phase must be completed to the extent that such phase shall, on completion and dedication of such improvements, be fully capable of standing on its own in terms of the provision of water and sanitary sewer services to such phase according to applicable laws, ordinances, codes, regulations, and standards at the time of construction of each such phase.

G. Drives and Parking Lots.

1. All drives and parking lots within and for the Development shall be designed, situated, and constructed in accordance with all requirements and applicable ordinances of Township, the PUD Documents, and the approved PUD Plan.
2. Developer shall use its best efforts and diligently pursue the necessary easements over adjoining properties in order to provide access to the Development.
3. All roads, drives, and parking lots depicted on the approved PUD Plan within or necessary to serve all or any part of the Development shall be completed and approved (except top coat) prior to issuance of building permits for the construction of any building or structure to be served by them or to benefit from them, for each Phase, as approved by the Planning Commission and Board of Trustees.
4. Developer and any assigns and transferees of Developer shall be responsible for maintenance and repairs of the drives, entranceways, and parking lots during the period of construction. Developer shall incorporate provisions in the deed restrictions providing for perpetual maintenance obligations by the owners of the Property in the manner more particularly set forth in the Permit Conditions.
5. Prior to completion of the paving of the roads, drives, and parking lots, Developer shall apply dust palliative to and otherwise maintain such areas as necessary to keep them in good repair and minimize problems for adjacent property owners and the motoring public at large. Developer shall also keep all adjacent roads free of debris and repair any damage (subject to Wayne County Road Commission requirements) caused by construction activities on or for the Property and use of such roads for construction purposes. If Developer fails to maintain and repair the roads, drives, parking lots, and/or adjacent roads as required herein, in addition to any enforcement authorization or remedy provided in the deed restrictions or any other agreement, Township may issue stop work orders and/or withhold issuance of further approvals, permits, and occupancy certificates for the Development until such failure is cured to the reasonable satisfaction of Township.

6. For purposes of the maintenance obligations set forth in this Section G, the terms *maintenance*, *maintain*, and *maintained* shall mean and include regular inspections; grading and other earth-moving; removing dirt, debris, and any obstacles; repairing potholes and cracks; adding new materials; providing for drainage; constructing any needed structures (e.g., without limitation, to provide lateral support, curbing, drainage, etc.); graveling; sealing; resurfacing; and such other action as necessary or expedient to provide structural integrity and substantially continuous, unobstructed, and safe vehicular passage, and providing unobstructed drainage as necessary and required.

H. Storm Water Drainage. Developer, at its sole expense, shall construct and maintain an on-site storm water drainage system, as may be required under and in accordance with the PUD Plans, PUD Documents, and all applicable ordinances, laws, codes, standards, and regulations, as well as the approved site plan for each phase and subphase.

I. Safety Paths and Walkways. The internal walkways shall be maintained and repaired in a safe, unobstructed, and passable condition by Developer and Developer's successor owners of the Property, at their sole expense, pursuant to terms and provisions to be included in the deed restrictions in the manner more particularly set forth in Section K of this Agreement. Developer shall repair any damage to, and clear all debris that accumulates on, the internal walkways described in this Section as a result of any construction activities on or for the Development. If Developer fails to maintain and repair the internal walkways as required by this Section, in addition to any enforcement authorization or remedy provided in the deed restrictions or any other agreement, Township may issue stop work orders and/or withhold issuance of further approvals, permits, and occupancy certificates for the Development until such failure is cured to the reasonable satisfaction of Township.

J. Completion of Improvements; Financial Assurances. All on-site and off-site improvements of the Development, including, without limitation, all roads, drives, entranceways, parking lots, sanitary sewer service systems, water service systems, storm water drainage systems, detention and retention facilities, gas and electric utilities, lighting, signage, landscaping, landscaping amenities, tree replacement, public safety paths, internal private pedestrian walkways with related amenities and improvements, barrier or screening walls, sidewalks, retaining walls, soil erosion and sedimentation controls, and any other improvements within or for the Development shall be completely constructed and provided to all buildings and facilities within the Development as required and as set forth in the PUD Documents, the approved PUD Plans, any other approvals or permits granted by Township, and all applicable ordinances, laws, standards, and regulations. During the construction of the Development, Developer shall be obligated to maintain the above improvements and amenities and, at Township's request, Developer shall provide financial assurances satisfactory to Township for completion, preservation, and maintenance of such improvements on a phase-by-phase basis such that, on completion, each phase will be capable of standing on its own in terms of the presence of services, facilities, and open space, and shall contain the necessary components to ensure the protection of natural resources and the health, safety, and welfare of the users of the Development and the residents of the surrounding area. Such financial assurances shall be in the form of cash or irrevocable and

automatically renewing letter of credit, approved by Township and issued by an institution doing business in Wayne County, in to the amount of Fifty Thousand (\$50,000) Dollars, together with an agreement with Township, approved by the Township Attorney, authorizing Township, at its option, to complete and maintain such improvements using the funds from the letter of credit or cash posted by Developer, if Developer has failed to complete and/or maintain the improvements by October 31, 2019. Upon completion and issuance of a certificate of occupancy, the cash shall be released to Developer or the irrevocable and automatically renewing letter of credit shall be terminated, as the case may be. If Developer proceeds with any phase within the development of the Property, Developer shall be obligated to design and completely construct all of the improvements and amenities required for said phase.

K. Deed Restrictions. Developer shall submit to Township proposed deed restrictions applicable to the attached Development. The deed restrictions shall be on a document entitled "Declaration of Covenants, Conditions, Easements, and Restrictions," which shall be applicable to all components of the Development. The deed restrictions shall be subject to review by the Township Attorney and approval by Township prior to recording. As part of such deed restrictions, there shall be provisions obligating Developer and all future successor owners of the applicable portion of the Property to maintain and preserve all roads, drives, entranceways, parking lots, walkways, screening walls, landscaping, lighting, signage, greenbelts, open areas, pedestrian walkways and open area amenities (including the proposed Open Space), setbacks, storm drainage, detention and retention facilities and easements, and any other private common elements and improvements for or within the Development in good working order and appearance at all times and in accordance with the PUD Documents. Additionally, the deed restrictions shall identify and make reference to the PUD Documents and the regulations of the land provided in the Documents. The deed restrictions shall additionally include the following provision: "In the event Developer or any successor owners of the Development or any portion of the Development at any time fail to carry out the responsibilities and obligations pertaining to any such areas, facilities, or improvements for or within the Development, Township shall have the right to serve written notice on Developer or successor owners setting forth the deficiencies in maintenance, repair, and/or preservation." The notice shall also set forth a demand that such deficiencies be cured within a stated reasonable time period and the subsequent date, time, and place of hearing for the Township Board, or such other body or official delegated by the Township Board, to allow Developer or successor owners to be heard as to why Township should not proceed with the maintenance, repairs, and/or preservation that had not been undertaken. At the hearing, the Township Board may take action to extend the time for curing the deficiencies, and the date of the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the Township Board or the other body or official designated to conduct the hearing determines that the maintenance, repairs, and/or preservation have not been completed within the time specified in the notice, Township shall then have the power and authority, but not the obligation, to enter the applicable portion of the Property, or cause its agents or contractors to enter the applicable portion of the Property, and perform such maintenance, repairs, and/or preservation as reasonably found by Township to be appropriate. The cost and expense of making and financing such maintenance, repairs, and/or preservation, including the cost of notices by Township and reasonable legal fees incurred by Township, plus an

administrative fee in the amount of 25 percent of the total of all costs and expenses incurred, shall be paid by Developer or successor owners, and such amounts shall constitute a lien on the applicable portion of the Property. Township may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to Developer or successor owners, all unpaid amounts may be placed on the delinquent tax roll of Township, as to the applicable portion of the Property, and shall accrue interest and penalties, and shall be deemed and collected, as delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of Township, such costs and expenses may also be collected by suit initiated against Developer and/or any successor and/or future owners and, in such event, Developer and successor and/or future owners shall pay all court costs and reasonable attorney fees incurred by Township in connection with such suit.

L. Compliance with State Construction Code and International Fire Code. Developer shall comply with all applicable provisions of the State Construction Code and International Fire Code.

M. Township Enforcement. In the event there is a failure to timely perform any obligation or undertaking required under or in accordance with the PUD Documents, Township may serve written notice on Developer setting forth such deficiencies and a demand that the deficiencies be cured within a stated reasonable time period, and the date, time, and place for a hearing before the Township Board, or such other Board, body, or official delegated by the Township Board, to allow Developer an opportunity to be heard as to why Township should not proceed with the correction of the deficiency or obligation that has not been undertaken or properly fulfilled. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. The foregoing notice and hearing requirements shall not be necessary in the event Township determines in its discretion that an emergency situation exists requiring immediate action. If, following the hearing described above, the Township Board, or the other Board, body, or official designated to conduct the hearing, determines that the obligation has not been fulfilled or failure corrected within the time specified in the notice, or if an emergency circumstance exists as determined by Township in its discretion, Township shall then have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under Township ordinances and/or state laws:

1. Enter the Property, or cause its agents or contractors to enter the Property, and perform such obligation or take such corrective measures as reasonably found by Township to be appropriate. The cost and expense of making and financing such actions by Township, including notices by Township and legal fees incurred by Township, plus an administrative fee in an amount equivalent to 25 percent of the total of all such costs and expenses incurred, shall be paid by Developer within 30 days of a billing to Developer. The payment obligation under this Section shall be secured by a lien against the phase or phases of the Property within which the deficiency exists, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided to Developer pursuant to this Section or, in emergency circumstances, the date at which Township incurred its first cost or expense in taking corrective action. Such security shall be

realized by placing a billing that has been unpaid by Developer for more than 30 days on the delinquent tax rolls of Township relative to such portion of the Property, to accumulate interest and penalties, and to be deemed and collected, in the same manner as for collection of delinquent real property taxes. In the discretion of Township, such costs and expenses may be collected by suit initiated against Developer and, in such event, Developer shall pay all court costs and attorney fees incurred by Township in connection with such suit if Township prevails in collecting funds.

2. Initiate legal action for the enforcement of any of the provisions, requirements, or obligations set forth in the PUD Documents. Except in emergency circumstances, Developer shall be provided notice of the deficiencies from Township and shall be afforded an opportunity to timely correct. In the event Township obtains any relief as a result of such litigation, Developer shall pay all court costs and attorney fees incurred by Township in connection with such suit.

3. Issue a stop work order as to any or all aspects of the Development, deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development, regardless of whether Developer is the named applicant for such permit or certificate of occupancy, and suspend further inspections of any or all aspects of the Development.

N. Enforcement; Severability. Any failure or delay by Township to enforce any provision contained in this Agreement shall in no event be deemed, construed, or relied on as a waiver or estoppel of the right to eventually do so in the future. This Agreement is intended to establish Zoning Ordinance regulations applicable to the Development and shall not be enforceable as a contract with contract remedies. Each provision and obligation contained in this Agreement shall be considered to be an independent and separate covenant and agreement and, in the event one or more of the provisions and/or obligations shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions and/or obligations shall nevertheless remain in full force and effect.

O. Access to Property. In all instances in which Township utilizes the proceeds of a financial assurance given to ensure completion or maintenance of improvements and at any time throughout the period of development and construction of any part of the Development, Township and its contractors, representatives, consultants, and agents shall be permitted, and are granted authority, to enter all or any portion of the Property for the purpose of inspecting and/or completing the respective improvements and for purposes of inspecting for compliance with and enforcing the PUD Documents.

P. Agreement Jointly Drafted. Developer has negotiated with Township the terms of the PUD Documents and such documentation represents the product of the joint efforts and mutual agreements of Developer and Township. Developer fully accepts and agrees to the final terms, conditions, requirements, and obligations of the PUD Documents, and Developer shall not be permitted in the future to claim that the effect of the PUD Documents results in an unreasonable limitation on uses of all or a portion of the Property or claim that enforcement of the PUD Documents causes an inverse condemnation, other condemnation,

or taking of all or any portion of the Property. Furthermore, it is agreed that the improvements and undertakings described in the PUD Documents are necessary and roughly proportional to the burden imposed, and are necessary in order to (1) ensure that public services and facilities necessary for and affected by the Development will be capable of accommodating the development on the Property and the increased service and facility loads caused by the Development; (2) protect the natural environment and conserve natural resources; (3) ensure compatibility with adjacent uses of land; (4) promote use of the Property in a socially, environmentally, and economically desirable manner; and (5) achieve other legitimate objectives authorized under the Michigan Zoning Enabling Act, MCL 125.3101 et seq. It is further agreed and acknowledged that all such improvements, both on-site and off-site, are clearly and substantially related to the burdens to be created by the development of the Property and all such improvements without exception are clearly and substantially related to Township's legitimate interests in protecting the public health, safety, and general welfare.

Q. Ambiguities and Inconsistencies. Where there is a question with regard to applicable regulations for a particular aspect of the Development or with regard to clarification, interpretation, or definition of terms or regulations, and there are no apparent express provisions of the PUD Documents that apply, Township, in the reasonable exercise of its discretion, shall determine the regulations of Township's Zoning Ordinance, as that Ordinance may have been amended, or other Township ordinances that are applicable, provided such determination is not inconsistent with the nature and intent of the PUD Documents. In the event of a conflict or inconsistency between two or more provisions of the PUD Documents, or between the PUD Documents and applicable Township ordinances, the more restrictive provision, as determined in the reasonable discretion of Township, shall apply.

R. Warranty of Ownership. Developer warrants that it is the owner in fee simple of the Property described on the attached Property Description Exhibit.

S. Running with the Land; Governing Law. This Development Agreement shall run with the land constituting the Property and shall be binding on and inure to the benefit of Township and its successors, Developer, all future owners, developers, and builders of any part of the Development, all undersigned parties, and all of their respective heirs, successors, assigns, and transferees. The PUD Documents, this Development Agreement, and the general obligations relating to the PUD shall be executed by the property owners and shall be recorded by Developer following the execution of this Agreement; Developer shall provide Township with copies of such documents with proof of recording. This Development Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to enforcement only in Michigan courts. The parties understand and agree that this Development Agreement is consistent with the intent and provisions of the Michigan and U.S. Constitutions and all applicable law.

T. Single Ownership and/or Control of PUD Property. Developer represents and warrants to Township that the single ownership and/or control of the Property has been vested solely in Developer in accordance with and for all purposes necessary to satisfy Article XXIII of the

Township Zoning Ordinance, and Developer is fully authorized and empowered to develop the Property in accordance with and pursuant to the PUD Documents and all other documents, agreements, plans, dedications, ordinances, and recordings applicable to the Beck Hotel Development Planned Unit Development as submitted to and as approved by the Township Board of Trustees. This representation may be relied on and enforced by the Township.

This Agreement was executed by the respective parties on the date specified with the notarization of their signatures and shall be considered to be dated on the date both parties have executed this contract.

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

|

IN WITNESS WHEREOF the parties have executed this Contract as of the year and date set forth above. This Contract is not intended to treat contractual rights of third parties. It may be amended only by the parties or their successors in interest. The obligations of the Developer contained herein shall be binding on successors and assigns in ownership and administration of the Property including, without limitations, Beck 15075, LLC which will manage and administer the PUD.

Charter Township of Plymouth
a Michigan municipal corporation

By: _____
Name: Kurt Heise
Its: Plymouth Township Supervisor

By: _____
Name: Jerry Vorva
Its: Plymouth Township Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Kurt Heise, Plymouth Township Supervisor, and Jerry Vorva, Plymouth Township Clerk, by authority of the Board of Trustees of the Charter Township of Plymouth, a Michigan municipal corporation.

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

IN WITNESS WHEREOF the parties have executed this Contract as of the year and date set forth above. This Contract is not intended to treat contractual rights of third parties. It may be amended only by the parties or their successors in interest. The obligations of the Developer contained herein shall be binding on successors and assigns in ownership and administration of the Property including, without limitations, Beck 15075, LLC which will manage and administer the PUD.

Beck 15075, LLC,
a Michigan limited liability company

By: _____
Name: Nazir Jawich
Its: Member

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Nazir Jawich, Member of Beck 15075, LLC, a Michigan limited liability company, on behalf of said company.

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

Drafted by and when recorded return to:

Kevin L. Bennett, Esq.
217 W. Ann Arbor Road, Suite 302
Plymouth, MI 48170

PROPERTY DESCRIPTION EXHIBIT

The following described premises situated in the Township of Plymouth, County of Wayne, and State of Michigan, to-wit:

PARENT PARCEL:

(PARCEL #78-005-99-0009-705)

PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF BECK ROAD, 120 FEET WIDE, DISTANT SOUTH 00°03'38" EAST 659.31 FEET AND NORTH 89°50'18" WEST 60 FEET FROM THE NORTHEAST CORNER OF SECTION 20, TOWN 1 SOUTH, RANGE 8 EAST, AND PROCEEDING THENCE ALONG THE WEST LINE OF BECK ROAD, SOUTH 00°03'38" EAST 383.67 FEET; THENCE NORTH 89°50'18" WEST 261.00 FEET; THENCE NORTH 00°03'38" WEST 383.67 FEET; THENCE SOUTH 89°50'18" EAST 261.00 FEET TO THE POINT OF BEGINNING.

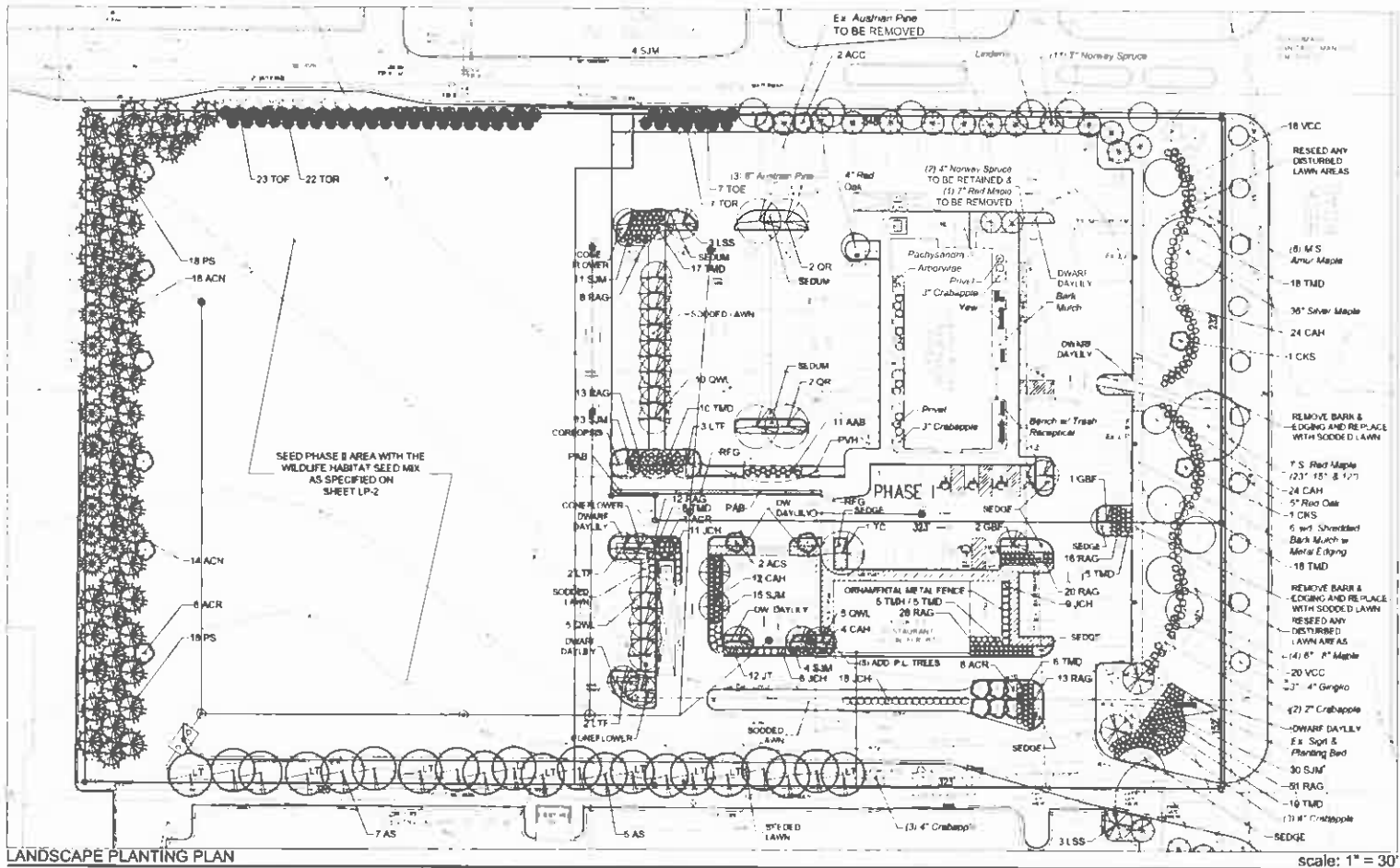
(PARCEL #78-005-99-0009-709)

PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT SOUTH 00°03'38" EAST 659.31 FEET AND NORTH 89°50'18" WEST 321.00 FEET FROM THE NORTHEAST CORNER OF SECTION 20, TOWN 1 SOUTH, RANGE 8 EAST AND PROCEEDING THENCE SOUTH 00°03'38" EAST 383.67 FEET; THENCE NORTH 89°50'18" WEST 388.06 FEET; THENCE NORTH 00°09'42" EAST 383.67 FEET; THENCE SOUTH 89°50'18" EAST 386.57 FEET TO THE POINT OF BEGINNING.

COMBINED PARCELS:

PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT SOUTH 00°03'38" EAST 659.31 FEET AND NORTH 89°50'18" WEST 60.00 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 20; THENCE SOUTH 00°03'38" EAST ALONG THE WEST LINE OF BECK ROAD 383.67 FEET; THENCE NORTH 89°50'18" WEST, 649.06 FEET; THENCE NORTH 00°09'42" EAST, 383.67 FEET; THENCE SOUTH 89°50'18" EAST, 647.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 248,738.45 SQ. FT OR 5.71 ACRES AND SUBJECT TO ANY AND
ALL EASEMENTS OF RECORD



PLANT LIST

KEY: BOTANICAL NAME

PHASE I

NEW RESTAURANT PLANTINGS

ACS 1

ACS 2

ACS 3

ACS 4

ACS 5

ACS 6

ACS 7

ACS 8

ACS 9

ACS 10

ACS 11

ACS 12

ACS 13

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LANDSCAPE DEVELOPMENT NOTES:

PLANTING

- [illegible]

MATERIAL

- [illegible]

GENERAL

7. Do not plant dune grass or evergreen trees directly over utility lines or under overhead wires. Maintain a six foot (6') buffer zone from the centerline of utilities and a twenty foot (20') zone from the centerline of overhead wires for planting trees. Call 800-455-6369 for more information on utility line location.
8. The Contractor agrees to guarantee all plant material for a period of one (1) year. At that time, the Owner's representative reserves the right to file a claim for replacement. Plant material with less than five percent (5%) die back will be deemed by the Owner's representative to be acceptable. The Contractor will be responsible for the removal of plants, labor and materials. The new plants shall be guaranteed for a period of one (1) year.
9. The work shall remain of good workmanship, materials, methods, and quality-control tools and supervision required for the completion as indicated on the drawings.
10. All to-discuss items including planting islands shall be indicated by an automatic underground utility scan system. Towns and utilities shall be notified and shall be assisted by the contractor.
11. All written offers must contain complete size dimensions on the plans.
12. Report all changes, substitutions, or deletions to the Owner's representative.
13. All bid items are inspected site and report any misalignments to the Owner's representative.
14. All specifications are subject to change due to existing conditions.
15. The Owner's representative reserves the right to approve all plant material.

MAINTENANCE OF GENERAL LANDSCAPE AREAS

- The Owner of this license shall personally maintain such landings in good condition so as to present a healthy, safe and orderly appearance that is free from ruins and debris.
- The Owner shall conduct a seasonal housekeeping maintenance program including regular cleaning at least once per month during the growing season; pruning at appropriate intervals; and weeding and mulching during winter.
- This contract is entered into for the purpose of maintaining all of said units and is minimum of thirty percent (30%) coverage as determined by the Owner's representative.
- All elements and trees to be retained shall be measured within sixty (60) days following notification and shall be replaced within five (5) years appropriate planting schedule of similar one (1) year replacement.
- Any debris not to be retained shall be removed from the site and the Owner shall be responsible for the costs of removal from the site on a timely basis at the appropriate season.
- All planting beds shall be maintained by weeding, mulch, fertilizing and replanting.
1. General
7. Actual beds shall be kept free of weeds and mulched with minimum depth of 2" natural pH as needed. Paved beds shall be kept free of weeds and mulched with fine textured driveway sand as needed. Curbs and flower stands from parental plants shall

- [illegible]

NOTE

- [illegible]

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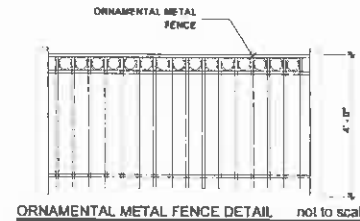
-
- CONTRACTOR TO VERIFY PROCELOUTION OF PLANTING MY PROCELOUTION TO INSTALLATION**
- 1 SHOVELED BACK MULCH AT FOUR INCH MINIMUM DEPTH. MULCH SHALL BE NATURAL IN COLOR.
 - 2 FORM A SAUCER WITH MULCH AND SOIL AROUND THE HOLE.
 - 3 CUT AND REMOVE BARK AND BRANCHES FROM THE TOP ONE-THIRD (1/3) OF THE ROOTBALL.
 - 4 SPRinkle ALL REMAINING BEDDING FOR APPROVAL.
 - 5 EXCAVATE PLANTING HOLE & BACKFILL WITH PREPARED PLANTING MIX.
 - 6 UNROOTED SHRUB.
 - 7 LAWN.
 - 8 REAPPLY MULCH.
- SHRUB**

GENERAL NOTES FOR ALL PLANTING:

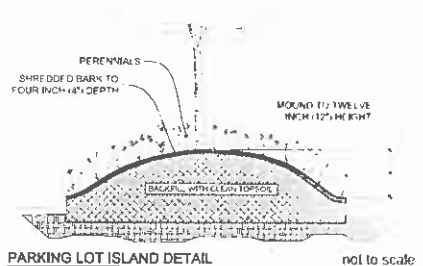
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-
- Diagram illustrating the layout and planting process for a landscape bed. The diagram shows a rectangular bed with various planting areas and a central path. The numbered callouts are as follows:
1. PERENNIAL PLANTING AREA (Left side)
 2. PERENNIAL PLANTING AREA (Right side)
 3. PERENNIAL PLANTING AREA (Top side)
 4. PERENNIAL PLANTING AREA (Bottom side)
 5. PERENNIAL PLANTING AREA (Center)
 6. PERENNIAL PLANTING AREA (Left side)
 7. PERENNIAL PLANTING AREA (Right side)
 8. PERENNIAL PLANTING AREA (Top side)
 9. PERENNIAL PLANTING AREA (Bottom side)
- PERENNIAL PLANTING AREA



ORNAMENTAL METAL FENCE DETAIL not to scale



PARKING LOT ISLAND DETAIL not to scale

COST ESTIMATE (Phase I)

TOTAL MATERIALS SPECIFIED			
Deciduous Trees	62	\$400	\$24,800.00
Evergreen Trees	66	\$400	\$26,400.00
Ornamental Trees	19	\$750	\$14,250.00
Deciduous Shrubs	51	\$50	\$17,560.00
Upright Evergreen Shrubs	107	\$80	\$8,560.00
Evergreen Shrubs	125	\$50	\$6,250.00
Perennials	1,892	\$5	\$9,460.00
Wildflower Mix (see spec.)	1,270	\$8.00	\$6,350.00
Stemmed Habitat Seed Mix			\$4,000.00
Undergrowth Invasive			\$8,000.00
Grass Seed	105 cu. yds	\$40	\$4,200.00
Shredded Hardwood Bark	773 cu. yds	\$35	\$6,125.00
TOTAL			\$176,645.00

TABLE FOR PROPOSED
PLANT MATERIAL (PHASE 2)

3' deciduous trees (31 total)
 1-2' tall - 17% (5)
 3-12' tall - 14% (4)
 greater than 4' tall - 10 (32%)
 * Evergreen trees (15 total)
 8' height - 0 (0%)
 10' height - 0 (0%)
 12' height - 5 (100%)
 * Ornamental trees (22 total)
 7' tall - 0 (0%)
 2-12' tall - 17 (77%)
 7' tall - 5 (23%)
 * Upright evergreen shrubs (23 total)
 6' to 7' height - 23 (100%)
 * Evergreen shrubs (177 total)
 18" - 24" spread - 62 (36%)
 30" spread - 76 (44%)
 36" spread - 34 (20%)
 * Deciduous shrubs (204 total)
 18" - 24" height - 111 (58%)
 30" height - 125 (62%)
 36" height - 58 (29%)

TABLE FOR PROPOSED
PLANT MATERIAL (PHASE 1)

Deciduous trees (62 total)
3' tall to 3'-17" tall - 25 (40%)
3'-17" tall to 4' tall - 21 (34%)
greater than 4' tall - 16 (26%)
Evergreen trees (166 total)
8' height - 16 (24%)
8'-12' height - 41 (25%)
12' height - 15 (24%)
Ornamental trees (17 total)
2' tall - 0 (0%)
2'-17" tall - 2 (12%)
3' tall - 15 (88%)
Grass-like shrubs (107 total)
3'-17" tall - 5 (5%)
8' height - 43 (40%)
8' height - 59 (55%)
Evergreen shrubs (125 total)
15" - 24" spread ft. - 4 (3%)
30" spread ft. - 121 (97%)
Woody shrubs (107 total)
18" - 24" height - 155 (44%)
30" height - 92 (36%)
36" height - 71 (20%)

SEED MIX COMPOSITIONS

[illegible]

PRUNING DETAIL

- FRONTING DETAIL NOT TO SCALE

NOTES

- See Sheet LP - 1 **LANDSCAPE PLANTING PLAN PHASE I** for overall planting plan, plant list and calculations for landscape requirements
- See Sheet LP - 3 **TREE INVENTORY LIST** for tree information and proposed action
- See Sheet LP - 4 **LANDSCAPE PLANTING PLAN PHASE II** for the hotel landscape development

LANDSCAPE PLAN FOR

LANDSCAPE PLAN FOR
Landmark Contracting Comp.
40500 Ann Arbor Road East
Suite 105
Plymouth, Michigan 48170
(734) 207-1414

PROJECT LOCATION

PROJECT LOCATION
Extended Stay Hotel &
Restaurant Building
Beck Road
Plymouth Township
Michigan 48170

LANDSCAPE PLAN BY:

LANDSCAPE PLAN BY:
Nagy Devlin Land Design
31736 West Chicago Ave.
Livonia, Michigan 48150
(734) 634-9208



scale: 1" = 30'

[illegible]

Landscape Contractor to determine the quantity of the Sub

OFF-STREET PARKING

* Off-street parking shall be buffered in a manner that separates the proposed facility from the public right-of-way. The buffer area shall be ten feet (10') in width and include deciduous trees, flowering trees, and shrubs.

* A minimum of one (1) deciduous tree shall be provided for each eighty

PHASE 2 PARKING LOT ISLAND PLANTING: 1,200 sq. ft.

* A minimum of one (1) deciduous tree shall be provided for each right, square foot (80 ±) of planting area within the parking lot island.

Total parking lot trees retained (including existing trees): 57

REPLACEMENT TREES

* One hundred twenty-one (121) replacement trees required.

- * **PLANT MATERIAL** IS INDICATED WITH A KEY THAT CORRESPONDS TO THE LISTED IN PLANT MATERIAL ON THE DRAWING (EXAMPLE 7 AC)

- See Sheet LP-1 LANDSCAPE PLANTING PLAN PHASE I for overall planting plan, item list, and calculations for landscape requirements.
- See Sheet LP-2 LANDSCAPE NOTES & DETAILS for landscape development notes, landscape planting details, Phase I cost estimate chart, the variety of sizes for landscape plant materials, landscape construction details, and detail for proper pruning techniques.
- See Sheet LP-3 TREE INVENTORY LIST for tree information and organizational chart.

date March 12, 2018

[illegible]

scale: 1" = 30'

LANDSCAPE PLAN FOR:
Landmark Contracting Company
40500 Ann Arbor Road East Suite 105
Plymouth, Michigan 48170

PROJECT LOCATION:
Extended Stay Hotel &
Restaurant Building
Beck Road
Plymouth Township Michigan

LANDSCAPE PLAN BY:
Nancy Devlin Land Design
31756 West Chicago Ave.
Livonia, Michigan 48150
(734) 634-9208



LP - 4: LANDSCAPE PLANTING PLAN
PHASE II

* Base data provided by Edward Atsuh, Architect

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019**

NEW BUSINESS

**ITEM F.4
2019 PARK PROJECTS
INTERGOVERNMENTAL AGREEMENT
RESOLUTION #2019-04-23-46**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2019

ITEM: Intergovernmental Agreement with Wayne County for various improvements to Township Park and Miller Family Park, Resolution #2019-04-23-46

PRESENTER: Supervisor Heise, Engineer Dave Richmond

BACKGROUND: The Township would like to use part of our Wayne County Parks Allocation for projects at both Township Park and the Miller Family Park. This IGA would allow us to take \$75,000 from our County Parks Allocation Account for construction of an ADA-capable pathway at Township Park between the Four-Seasons Pavilion and Ball Diamond #4 (\$45,000), repair of the underground conduits and lighting for the Pavilion parking lot (\$5,000, with \$8,000 donated by DTE) and \$25,000 to supplement the construction of a picnic pavilion at Miller Park in honor of the late Trustee Kay Arnold (\$125,000 to be donated by her husband, Tim Doyle).

PROPOSED MOTION: I move to approve Resolution #2019-04-23-46, authorizing the Supervisor and Clerk to sign the Interagency Agreement with Wayne County for Improvements to Township Park and Miller Family Park.

Moved By _____ Seconded By _____

ROLL CALL:

___Dempsey, ___Doroshewitz, ___Heise, ___Heitman, ___Vorva, ___Clinton, ___Curmi

CHARTER TOWNSHIP OF PLYMOUTH

BOARD OF TRUSTEES

RESOLUTION #2019-04-23-46

RESOLUTION TO APPROVE 2019 INTERGOVERNMENTAL AGREEMENT WITH WAYNE COUNTY FOR VARIOUS IMPROVEMENTS TO PLYMOUTH TOWNSHIP PARK AND MILLER FAMILY PARK

At a regular meeting of the Charter Township of Plymouth Board of Trustees, held at Township Hall, located at 9955 N Haggerty Road, Plymouth, Michigan, on April 23, 2019, the following resolution was offered:

WHEREAS, the Township of Plymouth desires to use part of the Wayne County Parks Allocation for 2019 for projects at Plymouth Township Park and Miller Family Park, and,

WHEREAS, this Intergovernmental Agreement permits the Township to take a sum of not to exceed seventy-five thousand dollars (\$75,000.00) and utilize the funds to complete construction of an ADA capable pathway at Plymouth Township Park between the Four Seasons Pavilion and Ball Diamond #4 and repair underground conduits and lighting for the Pavilion parking lot , and,

WHEREAS, an additional twenty-five thousand dollars (\$25,000.00) will be utilized to supplement the construction of a picnic pavilion at Miller Family Park in honor of the late Trustee Kay Arnold, and,

NOW THEREFORE BE IT RESOLVED, the Charter Township of Plymouth Board of Trustees hereby approves this resolution authorizing the Township Supervisor and the Township Clerk to sign the Interagency Agreement with Wayne County for improvements to Township Park and Miller Family Park as specified.

Moved By: _____ Supported By: _____

ROLL CALL:

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

AGREEMENT

between

THE CHARTER COUNTY OF WAYNE

and

THE TOWNSHIP OF PLYMOUTH

for

Improvements to

TOWNSHIP PARK AND MILLER FAMILY PARK

FY 2014-17

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	EXHIBIT C: SIGNAGE SPECIFICATIONS	18
	EXHIBIT D: INSURANCE COVERAGES	20

THIS AGREEMENT ("Agreement") is between the County of Wayne, Michigan, a public body corporate and Home Rule Charter County, acting through its Department of Public Services, Parks Division (hereinafter the "County") and the Township of Plymouth, a Michigan municipal corporation (hereinafter "Township").

1. PURPOSE

1.01 The County and Township have an interest in entering into cooperative parks and recreation projects that are mutually beneficial to the citizens of Wayne County.

2. SCOPE OF THE PROJECT

2.01 The County will cooperatively fund the construction of improvements (the "Project") at Township Park and Miller Family Park, located in the Township (individually, "Site" or collectively, "Sites"), for the citizens of Wayne County, at the location(s) described in **Exhibit A** attached hereto and made a part hereof. The County will finance any improvements agreed upon by the Chief Executive Officer for the County or his/her designee and the Supervisor of the Township or his/her designee, in creation of the Project under the limitations indicated in Sections 3, 4 and 5.

3. TERM OF CONTRACT

3.01 The effective date of this Agreement is upon approval of the County Commission and execution by the County Chief Executive Officer ("County Executive"), and **shall terminate on September 30, 2021 at 11:59 p.m.**

3.02 If Township fails to complete the Project by the termination date as stated in Section 3.01, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

4. COUNTY'S COVENANTS

4.01 The County will assist in funding construction of the Project described in **Exhibit B** attached hereto and made a part hereof. The FY 2014-17 funding provided by the County for the recreational Project **shall not exceed Seventy Five Thousand Dollars (\$75,000).**

5. TOWNSHIP'S COVENANTS

5.01 Prior to construction of any portion of the Project, Township shall provide the County with documents evidencing title to each Site, including, but not limited to, deeds, assignments, leases, land contracts, and mortgage instruments. The documents must specify all covenants, restrictions, easements, or other encumbrances on each Site.

5.02 Township warrants that it is the legal owner with good, valid, and clear title to each Site and that each Site is accurately described in **Exhibit A**. Township shall hold harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including but not limited to, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to an action by a third party to quiet title in any Site described in **Exhibit A**.

5.03 Township shall keep accurate records and account of the Project costs that shall be accessible for inspection and audit by a representative of the County.

5.04 Township shall submit to the County no more frequently than once every 30 days, a certified application for reimbursement of acceptable Project costs together with all contractor and subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse Township for any unapproved costs or costs outside the scope of this Agreement.

5.05 Township shall be responsible for financing the Project beyond the financial commitment the County has made as indicated in Section 4.01.

5.06 Township shall operate and maintain improvements for public recreation, and that it shall allow each park to be open to the public on equal and reasonable terms and that no individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

5.07 Township agrees that in consideration of the financial commitment that the County is providing for the Project, Township shall operate each Site as a recreational facility for no less than ten (10) years after the Project is completed.

5.08 Township will develop signage at its own expense, which recognizes the County as a donor at each Site. The signage shall comply with the specifications described in **Exhibit C** attached hereto and made a part hereof. The County shall have the right to approve the signage. Such approval will not be unreasonably withheld or delayed. Township shall install the signage prior to the Project's completion.

5.09 Township agrees to provide the County with an opportunity to participate in planning any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Project ("media event"). Township further agrees to provide the County with no less than thirty (30) days prior written notice of a proposed media event.

5.10 Breach of any of the provisions contained in this Article may be regarded as a material breach of this Agreement.

6. TERMINATION

6.01 This Agreement can be terminated by either party with or without cause upon thirty (30) days written notice, prior to commencing construction. If terminated prior to commencing construction of the Project, each party is solely responsible for its own costs, fees, and obligations incurred prior to the termination.

6.02 After the Project's construction is commenced, the County may terminate this Agreement with or without cause and shall be responsible for expenses previously approved by the County and incurred by Township, not to exceed the amount stated in Section 4.01.

6.03 Township may terminate this Agreement, with or without cause, after construction is commenced and shall return to the County any funding provided by the same under this Agreement.

6.04 This Agreement shall terminate if any Site is not operational and regularly open to the public.

7. DATA TO BE FURNISHED

7.01 Township must maintain copies of all information, books, data, reports, records, etc., related to the Project. Such information and records shall be maintained for a period of three (3) years from the date Township receives its final reimbursement payment under this Agreement.

7.02 Upon the request of the County or its authorized representative, including its Legislative Auditor General, Township must furnish, without charge, copies of all information, books, records, data, reports, etc., of Township, or any contractors, subcontractors, consultants or agents rendering or furnishing services under this Agreement, whether direct or indirect, that will permit adequate evaluation or audit of the services provided by Township or any of its contractors, subcontractors, consultants or agents. Township must include a similar covenant allowing for County audit in any agreement it has with a contractor, subcontractor, consultant or agent related to this Agreement. The County may delay reimbursement payments to Township pending the results of any such audit without penalty or interest.

7.03 The County may schedule conferences at mutually convenient times with Township administrative personnel to gather the information. If, as a result of any audit conducted by or for the County relating to Township's performance under this Agreement, a discrepancy should arise as to the amount of compensation due Township, Township shall pay to the County on demand the amount of compensation in question. If Township fails or refuses to make payment, in addition to other legal remedies available to the County, the County may retain said amount from any funds allocated to Township but not yet disbursed under this Agreement or may offset such a deficiency against the compensation to be paid Township in any concurrent, successive or future agreements between the parties.

7.04 Township further acknowledges the right of the Wayne County Commission as a third-party beneficiary of this Agreement to sue for specific performance to enforce the audit rights provided herein for the Legislative Auditor General.

8. ADMINISTRATION

8.01 Township must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement, including changes, transfer, or assignment of any real property interest related to any Site;
- B. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or
- C. Any changes or modifications in appropriations and funding for the Project.

9. RELATIONSHIP OF PARTIES

9.01 The parties are independent entities. No liability or benefits, such as Workers' Compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agents, contractors, subcontractors, or employees as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agents, employees, contractors, or subcontractors.

10. INSURANCE

10.1 Township will require that all contractors undertaking work on the Project abide the terms, and provide insurance coverage in said amounts, as set forth in **Exhibit D**.

10.2 All insurance and bonds shall name the Charter County of Wayne and the Township as insured or beneficiary.

11. HOLD HARMLESS

11.01 Township agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents. It is agreed that the County is merely acting as a funding source for the Project and that any negligence, or tortious acts, errors, or omissions on the part of the County shall only arise out of providing these funds or processing reimbursement requests made by Township as submitted pursuant to Section 5.04.

11.02 This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or Township or any of their agencies, or employees, as provided by statute or modified by court decisions.

12. LIABILITY

12.01 The County does not assume and is not responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing or during the term of this Agreement.

12.02 This Agreement is not intended to create beneficial rights in any third party other than the Wayne County Commission. This Agreement is entered into for the sole benefit of the parties to this Agreement.

13. ENVIRONMENTAL MATTERS

13.01 Township warrants to the County that Township will not use Hazardous Materials (as defined in Section 13.06) at any Site in violation of any governmental regulation pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

13.02 Township warrants that it is not in violation of governmental regulations pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at any Site, and, to the best of Township's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects a Site.

13.03 Township will keep each Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal regulations. Township must not cause or permit any Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with governmental regulations. Township shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Township, any tenant, subtenant or occupant, the release, spill, leak or emission of Hazardous Materials at any Site or onto any other contiguous property.

13.04 Prior to commencing the Project, Township must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling, and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of Township's receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at any Site, Township shall immediately disclose the findings to the County. If the County decides to proceed with the Project, Township shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit conducted by the County is solely for the benefit, protection, and interest of the County. Township or any third party cannot rely upon the audit conducted by the County for any purpose.

13.05 It is agreed that the County is merely acting as a funding source for the Project and that the County shall only be responsible for providing these funds and processing reimbursement requests made by Township as submitted pursuant to Section 5.04. Therefore, the County shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

- A. The presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Site or the soil, water, vegetation, buildings, personal property, persons or animals;
- B. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at a Site;
- C. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to a Site;
- D. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Hazardous Materials used at a Site;
- E. This section applies to the presence, disposal, release, leakage, or threatened release of any Hazardous Materials prior to the effective date of this Agreement.

13.06 Hazardous Material means any material or substance:

- A. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;
- B. Containing gasoline, oil, diesel, fuel, or other petroleum products;
- C. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;
- D. Containing polychlorinated biphenyl;
- E. Containing asbestos;
- F. Which is radioactive;
- G. The presence of which requires investigation or remediation under any governmental regulation; or
- H. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

14. COMPLIANCE WITH LAWS

14.01 Each party must comply with and must require its employees to comply with all applicable laws and regulations.

14.02 Township must construct and develop the Project or cause the Project to be constructed and developed according to applicable local, state and federal laws.

15. AMENDMENTS

15.01 No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties and approved by resolutions adopted by the Plymouth Board of Trustees and the Wayne County Commission.

16. NONDISCRIMINATION PRACTICES

16.01 Township shall require that all contractors, subcontractors, consultants and agents retained to perform work related to this Agreement comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Elliot-Larson Civil Rights Act (P.A. 1976 No. 453)
- F. The Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).

- G. The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

16.02 All contractors, subcontractors, consultants and agents retained by Township to perform work related to this Agreement shall not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. Township also shall not make or keep a record of that information or disclose such information.
- E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

16.03 Township agrees that it will notify all of its contractors, subcontractors, consultants, or agents of their obligations relative to non-discrimination under this Agreement when soliciting the contractor, subcontractor, consultant, or agent. Township will include the provisions of this Article in any contract, as well as provide the County with a copy of any agreement with a contractor, subcontractor, consultant, or agent completing work related to this Agreement.

16.04 All contractors, subcontractors, consultants and agents retained by Township to perform work related to this Agreement shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the County Division of Human Relations that the requirements are bona fide

occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon Township.

16.05 Breach of any of the covenants in this Article may be regarded as a material breach of this Agreement.

16.06 Township acknowledges the right of the County Director of Human Relations to sue to enforce the provisions in this Article.

16.07 If Township or any of its contractors, subcontractors, consultants, or agents does not comply with the non-discrimination provisions of this Agreement, the County may impose sanctions, as it determines to be appropriate, including but not limited to the cancellation, termination or suspension of this Agreement, in whole or in part.

16.08 In the event that Township is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and enforced accordingly. In accordance with the Elliot-Larson Civil Rights Act, P.A. 1976 No. 453, as amended, MCL 37.2101 *et seq.*, Township covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

17. ETHICS IN CONTRACTING

17.01 Township and all of its contractors must comply with Article 12 of Chapter 120 of the Wayne County Code of Ordinances governing "Ethics in Public Contracting" or any similarly existing Township ordinances.

18. NOTICES

18.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to Township:
Public Services Coordinator
Township of Plymouth
9955 N. Haggerty Road
Plymouth, Michigan 48170

If to the County:
Director of Parks
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185

and

Director
Wayne County Department of Public Services
400 Monroe, Suite 300
Detroit, Michigan 48226

18.02 All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

18.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

19. WAIVER OF ANY BREACH

19.01 No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

20. SEVERABILITY OF PROVISIONS

20.01 If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

21. MERGER CLAUSE

21.01 This Agreement, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth in this Agreement. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth herein.

21.02 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

22. JURISDICTION AND LAW

22.01 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Each party will not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

23. MISCELLANEOUS

23.01 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

23.02 The parties agree that upon termination of this Agreement, the following sections shall survive termination and shall remain in full force and effect: 5.02; 11; 12; 13; 14 and 22.

23.03 The term "County" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents, and employees.

23.04 This Agreement must not be construed as a waiver of any governmental immunity the County or Township, or any of their agencies, or employees, has as provided by statute or modified by court decisions.

23.05 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect this Agreement.

24. AUTHORIZATION AND CAPABILITY

24.01 This Agreement has been approved, as evidenced by the attached Resolutions adopted by the Plymouth Board of Trustees and the County Commission and executed by the County Executive and the Supervisor of the Township. Copies of such resolutions shall be attached to this Agreement.

24.02 Each party warrants that the person signing this Agreement is authorized to sign on behalf of its principal and is empowered to bind its principal to this Agreement.

24.03 This Agreement is effective only upon approval by the County Commission and the Plymouth Board of Trustees, and then execution County Executive, the Supervisor of the Township, whichever occurs last.

25. SIGNATURE

25.01 The County and Township, by their authorized officers and representatives have executed this Agreement as of the dates written below.

[SIGNATURES ON THE FOLLOWING PAGE]

Township of Plymouth

Township Park and Miller Family Park

County Commission approved and execution authorized by Resolution No. _____ Date: _____	CHARTER COUNTY OF WAYNE By: _____ Warren C. Evans Its: County Executive Date: _____
--	--

STATE OF MICHIGAN)

)

COUNTY OF WAYNE)

This document was acknowledged before me on _____ by Warren C. Evans, on behalf of the Charter County of Wayne.

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

Township of Plymouth
 Township Park and Miller Family Park

Plymouth Board of Trustees approved and execution authorized by Resolution No. <u>2019-04-23-46</u> Date: <u>April 23, 2019</u>	TOWNSHIP OF PLYMOUTH By: _____ Kurt L. Heise Its: Supervisor Date: _____
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STATE OF MICHIGAN)
)
 COUNTY OF WAYNE)

By: _____
Jerry Vorva
 Its: Clerk
 Date: _____

This document was acknowledged before me on _____ by
Kurt L. Heise on behalf of the Township of Plymouth.

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

#320502

EXHIBIT A: LEGAL DESCRIPTION

Township Park:

A part of the Southwest 1/4 of Section 28, Town 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan; more particularly described as commencing at the South 1/4 corner of said Section 28; thence North 03°06'36" West, 2263.01 feet, along the North and South 1/4 line of said Section 28, an extension of, and the Westerly line of "Beacon Estates Subdivision No. 4", as recorded in Liber 97 of Plats, on Pages 12, 13 and 14, Wayne County Records, to the point of beginning; thence North 88°22'08" West, 1375.49 feet; thence North 03°34'11" West, 539.68 feet, to the East and West 1/4 line of said Section 28; thence South 88°28'39" East, 1379.62 feet, along the East and West 1/4 line of said Section 28, to the Center of said Section 28 and the Northwest corner of said "Beacon Estates Subdivision No. 4" (said point also being the Southwest corner of "Walnut Creek Subdivision", as recorded in Liber 97 of Plats, on Pages 1, 2 and 3, Wayne County Records, and the Southeast corner of "Glenview", as recorded in Liber 84 of Plats on Pages 31 and 32, Wayne County Records); thence South 03°06'36" East, 541.93 feet, along the North and South 1/4 line of said Section 28, and the Westerly line of said "Beacon Estates Subdivision No. 4", to the point of beginning. All of the above containing 742,245 square feet or 17.0396 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.

Miller Family Park:

PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 36, TOWN 1 SOUTH, RANGE 8 EAST, AND PROCEEDING THENCE ALONG THE NORTH LINE OF SECTION 36 AND THE SOUTH LINE OF FERGUSON AVENUE, 33.00 FEET WIDE, NORTH 87°57'38" EAST 643.66 FEET; THENCE SOUTH 01°10'08" EAST 467.89 FEET; THENCE ALONG THE CENTERLINE OF ANN ARBOR TRAIL, NORTH 57°29'30" WEST 773.07 FEET; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 36, AS MONUMENTED, NORTH 01°40'33" WEST 29.44 FEET TO THE POINT OF BEGINNING. CONTAINING 3.673 ACRES. SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF USED, TAKEN OF DEEDED FOR STREET, ROAD OR HIGHWAY PURPOSED. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT B: PROJECT DESCRIPTION

PROJECTS DESCRIPTIONS

The Charter Township of Plymouth is interested in utilizing the remaining funds from the 2014 – 2016 and a portion of the 2016 – 2017 Wayne County Parks Millage Funds for projects at Plymouth Township Park located at 46640 Ann Arbor Trail, Plymouth, Michigan and at Miller Family Park located at 40198 Ann Arbor Trail, Plymouth, Michigan. The funds would be used at Plymouth Township Park to construct an ADA compliant concrete pathway from the Four Seasons Pavilion to Ballfield #4, installation of new electric conduit for the parking lot lighting and additional light pole base foundation work. The pathway will provide a safe and easy means for persons with mobility issues to attend events on field #4. Currently the field does not have a ADA compliant accessible route. The funds would also be paired with a donation of \$8,000.00 from Detroit Edison for the replacement of electric conduit to serve the parking lot lights. The parking lot lights provide for a safe means of vehicle maneuvering and pedestrian travel.

The funds will also be used to supplement the construction of a donated picnic shelter, including tables and other appurtenances at Miller Family Park. The \$125,000 donation of the picnic shelter is by a citizen of Plymouth Township in the memory of former Trustee, Kay Arnold. The picnic shelter will benefit the citizens of Plymouth Township and Wayne County by providing a gathering place for families to enjoy the park and make lasting memories. Along with the picnic shelter the project will entail the installation of an ADA accessible sidewalk, flag pole with light, picnic tables, ADA picnic tables, landscaping and a dedication plaque.

The projects will be bid out as per Plymouth Township's purchasing policy and completed by a qualified contractor licensed in the State of Michigan. The pathway to field #4 will be combined with other sidewalk projects in the Township to provide an economy of scale cost savings.

PROJECTS LOCATIONS





COST BREAKDOWNS

PROJECT	COSTS
ADA Accessible Pathway to Field #4	\$45,000.00
New Electric Conduit	Free, DTE Donation \$8,000
Additional Foundation Work	\$5,000.00
Miller Family Park Picnic Shelter	Free, Citizen Donation \$125,000
Picnic Shelter Installation	\$25,000.00

EXHIBIT C: SIGNAGE SPECIFICATIONS



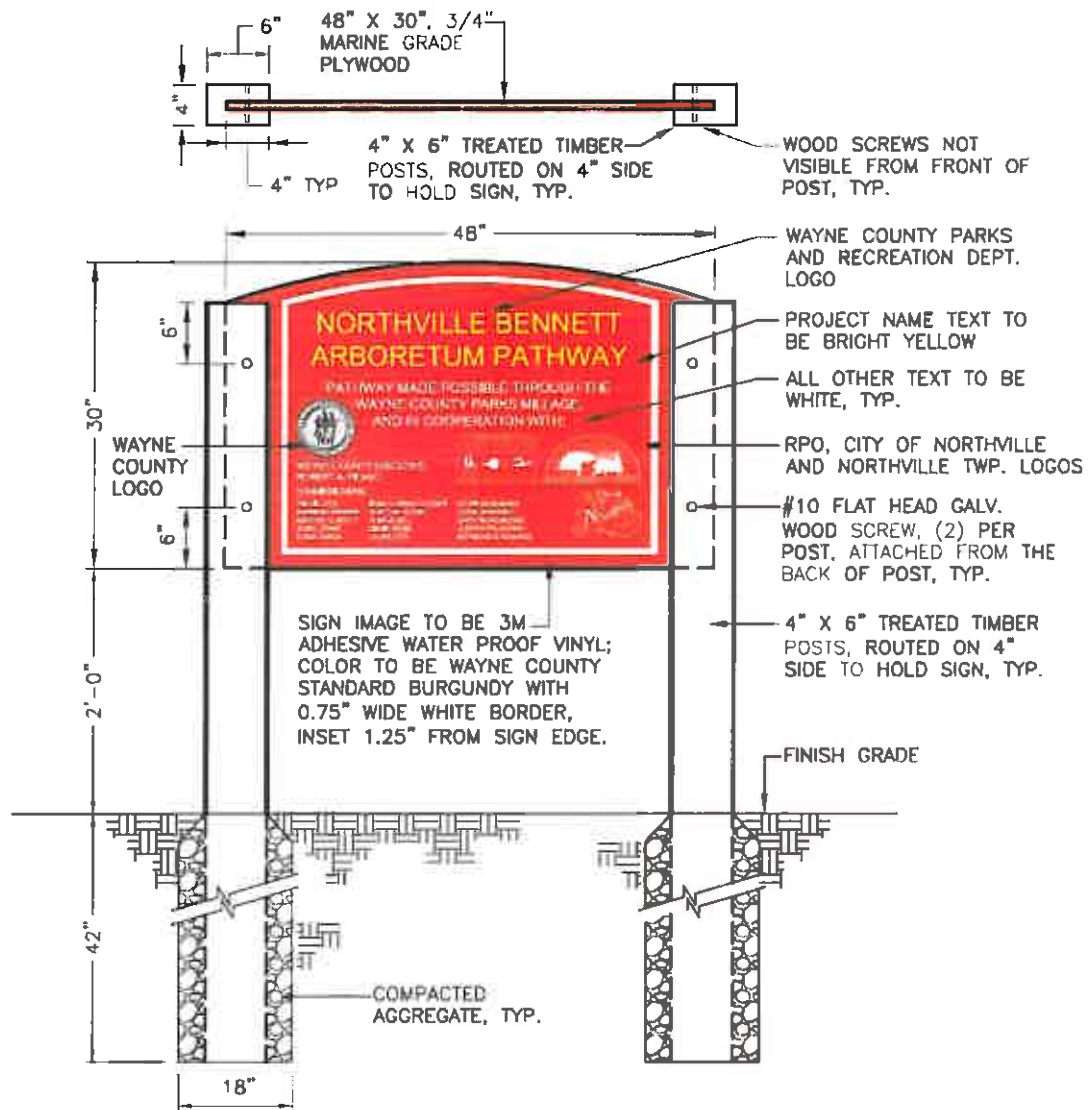
WAYNE COUNTY MEMORANDUM PARKS DIVISION

SIGN SPECIFICATIONS

Attached, please find sketch and sample of the sign layout that we are suggesting for all IGA Grant projects. The Specs are as follows:

- Sign size: 48" x 30" 3/4" marine grade plywood
- Sign is to be one sided. Two sided is optional
- To be cut with "Carriage" style top...ie arched. (optional)
- Color options up to you; 1,2,3 or 4 color...its totally up to you; of course more colors more cost involved.
- Font should be traditional styles ie Helvetica, Arial, Times New Roman something standard.
- Include County Logo , County Executive and Commissioners bottom left
- Include City Logo , Mayor and City Council bottom right
- Parks and Rec Logo above project name.
- We suggest using 3M Reflective Adhesive water proof vinyl. Painting is optional
- Vertical posts shall be 4 x 6" weather proof timbers routed on 4" side to accommodate the sign. Staining of posts optional
- Bury post minimum of 42" into ground and backfill with dirt and compact. Concrete footing is optional
- Bottom of sign shall be 2ft. min above grade.
- Sign will be secured to posts with flat head Galv.wood screws (approx. #10) 2 per post. (min)
- Proof to be provided of final design prior to fabrication & Installation

We are pretty flexible on fabrication and colors as long as it looks generally like the sign I attached. If you have any questions please give me a call.



COUNTY SIGN DETAIL

SCALE 3/4" = 1'-0"

COLOR CRITERIA:

BURGUNDY	YELLOW TEXT
C=25%	C=14%
M=100%	M=11%
Y=100%	Y=88%
K=26%	K=0%
OR #95191D	OR #E9D735

Exhibit D: INSURANCE COVERAGES

Township, at its expense, or any contractors, subcontractors, consultants or agents retained by Township (each a "Contractor"), at their own expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives or employees. Contractor shall maintain at least the following minimum coverage:

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

Umbrella or Excess Liability

Policy in an amount not less than \$3,000,000. Umbrella or excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

Automobile Liability

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation

Insurance as required by the State of Michigan, with Statutory limits, and employer's liability insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (if Design/Build)

Insurance appropriate to the Contractor's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

Builder's Risk (Course of Construction)

Insurance utilizing "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)

Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains higher limits than the minimum insurance coverage required as stated above in this Exhibit, the Contractor shall maintain the coverage for the higher

insurance limits for the duration of this Agreement.

Additional Insured Status

The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

Claims-made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of this Agreement or the date the Contractor starts to perform the services.
2. Insurance must be maintained and evidence of insurance must be provided for at

least five (5) years after completion of this Agreement.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Agreement's effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Exhibit, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

➤ The Contractor must submit certificates evidencing the insurance to the County Risk Management Division at the time the Contractor executes an agreement with the Township, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Surety Bonds

The Contractor shall provide the following surety bonds: 1) bid bond; 2) performance bond; 3) payment bond; 4) maintenance bond. The payment bond and the performance bond shall be in a sum equal to the contract price. If the performance bond provides for a one year warranty a separate maintenance bond is not necessary. If the warranty period specified in the contract is for longer than one year a maintenance bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Michigan and secured through an authorized agent with an office in Michigan.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019**

NEW BUSINESS

**ITEM F.5
FIREWORKS ORDINANCE REVISIONS
FIRST READING
RESOLUTION #04-23-47**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2019

**ITEM: First reading of revisions to the Fireworks Ordinance,
Resolution #2019-04-23-47**

PRESENTER: Kevin Bennett, Attorney

BACKGROUND: Public Act 635 of 2018 revised the statutory scheme regarding municipal regulation of fireworks. Specifically, it expanded the times when a municipality may prohibit the ignition of consumer fireworks. The dates and times that a municipality may not prohibit the ignition of consumer fireworks is now on the following days after 11 a.m.:

- (a) December 31 until 1 a.m. on January 1.
- (b) The Saturday and Sunday immediately preceding Memorial Day until 11:45 p.m. on each of those days.
- (c) June 29 to July 4 until 11:45 p.m. on each of those days.
- (d) July 5, if that date is a Friday or Saturday, until 11:45 p.m.
- (e) The Saturday and Sunday immediately preceding Labor Day until 11:45 p.m. on each of those days.

Act 365 also provides that the municipality may impose a civil fine of \$1,000.00 for violation of such fireworks ordinance.

Finally, Act 365 permits a municipality to adopt an ordinance to restrict the number of permits issued for a temporary structure, and to regulate of the distance required between 2 or more temporary structures. The proposed revisions to the Fireworks Ordinance adds Section II.H, which requires a person or entity to obtain a permit from the Building Department before storing consumer fireworks in a temporary structure, and empowers the Board to restrict the number of such permits that may be issued and set forth the terms under which a permit may be granted.

The proposed revisions to the Fireworks Ordinance include each of these criteria.

PROPOSED RESOLUTION: I move to approve the first reading of Ordinance #1016, Amendment #24, for Fireworks Ordinance Revisions, Resolution #2019-04-23-47, and to schedule the second reading and adoption for May 14, 2019 to become effective upon publication.

Moved By _____ Seconded By _____

ROLL CALL:

_____Heise,___Heitman,___Vorva,___Clinton,___Curmi,___Dempsey,___Doroshewitz

Resolution #2019-04-23-47

Page #2

CHARTER TOWNSHIP OF PLYMOUTH

BOARD OF TRUSTEES

RESOLUTION #2019-04-23-47

RESOLUTION TO ALLOW FOR THE FIRST READING OF ORDINANCE #1016, AMENDMENT #24 FIREWORKS ORDINANCE

At a regular meeting of the Charter Township of Plymouth Board of Trustees held at Plymouth Township Hall, located at 9955 N Haggerty Road, Plymouth, Michigan on Tuesday, April 23 2019, the following resolution was offered:

WHEREAS, it is the intent of the Board of Trustees of the Charter Township to stay up to date and in compliance with state statute, in particular Public Act 368 of 2018 which revised the statutory scheme regarding municipal regulation of fireworks, and,

WHEREAS, the specific changes primarily provides that the municipality may not prohibit the ignition of consumers fireworks after 11:00 a.m., on specific days, and,

WHEREAS, the Charter Township of Plymouth Ordinance #1016, Amendment #24 specifically allows for the enumeration of days and times that the use of consumer fireworks is permitted and provides for penalties and punishment for violating these statutes, and,

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Plymouth hereby approves the first reading of Ordinance #1016, Amendment #24, for Fireworks Ordinance revisions and hereby instructs the Clerk to schedule the second reading at a future Board Meeting Date and to make necessary arrangements for publication of this ordinance after adopted by the Board of Trustees

Moved By: _____ Seconded By: _____

ROLL CALL:

___Heise,___Heitman,___Vorva,___Clinton,___Curmi,___Dempsey,___Doroshewitz

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

FIREWORKS ORDINANCE

**ORDINANCE NO. #1016
AMENDMENT #24**

FIRST READING

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CHARTER TOWNSHIP OF PLYMOUTH REGULATING FIREWORKS; PROVIDING FOR DEFINITIONS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PERMIT OR REGISTRATION; PROVIDING FOR DISCHARGE OF NOVELTIES; PROVIDING FOR PYROTECHNIC DISPLAYS; PROVIDING FOR PERMIT FOR DISCHARGE OF CONSUMER FIREWORKS; PROVIDING FOR TRANSPORTATION AND STORAGE; PROVIDING FOR TEMPORARY STRUCTURES; PROVIDING FOR PENALTY; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

THE CHARTER TOWNSHIP OF PLYMOUTH ORDAINS:

Ordinance No. 1016, Amendment#24, the Fireworks Ordinance is hereby adopted to read as follows:

SECTION I. TITLE.

This Ordinance shall be known and may be cited as the "Fireworks Ordinance."

SECTION II. ORDINANCE.

Sec. A. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act 256 shall mean Act 256 of the Public Acts of 2011, being MCL 28.451.

Articles pyrotechnic shall mean pyrotechnic devices for professional use that are similar to consumer fireworks in chemical composition and construction, but are not intended for consumer use, that meet the weight limits for consumer fireworks, but are not labeled as such, and that are classified as UN0431 or UN0432 under 49 CFR 172.101.

Consumer fireworks shall mean firework devices that are designed to provide visible effects by combustion, that are required to comply with the construction chemical composition, and labeling regulations promulgated by the United States consumer product safety commission under 16 CFR parts 1500 and 1507, and are listed in APA standard 87-1, 3.1.2, 3.1.3, or 3.5. Consumer fireworks do not include low-impact fireworks.

Consumer fireworks certificate or *certificate* shall mean a certificate issued under Section 28.467a of Act 256.

Department shall mean the Michigan Department of Licensing and Regulatory Affairs.

Display fireworks shall mean large fireworks devices that are explosive materials intended for use in fireworks displays and designed to produce visible or audible effects by combustion, deflagration, or detonation, as provided in 27 CFR 555.11, 49 CFR 172, and APA standard 87-1, 4.1.

Fireworks shall mean any composition or device, except for a starting pistol, a flare gun, or a flare designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks consist of consumer fireworks, low impact fireworks, articles pyrotechnic, display fireworks, and special effects.

Low-impact fireworks shall mean ground and handheld sparkling devices as that phrase is defined under APA standard 87-1, 3.1, 3.1.1.1 to 3.1.1.8, and 3.5.

Novelties shall mean the term defined under APA standard 87-1, 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4, and 3.2.5 and all of the following:

- (1) Toy plastic or paper caps for toy pistols in sheets, strips, rolls, or individual caps containing not more than .25 of a grain of explosive content per cap, in packages labeled to indicate the maximum explosive content per cap.
- (2) Toy pistols, toy cannons, toy canes, toy trick noisemakers, and toy guns in which toy caps as described in subparagraph (i) are used, that are constructed so that the hand cannot come in contact with the cap when in place for the explosion, and that are not designed to break apart or be separated so as to form a missile by the explosion.
- (3) Flitter sparklers in paper tubes not exceeding 1/8 inch in diameter.

Person shall include an individual, agent, association, charitable organization, company, limited liability company, corporation, labor organization, legal representative, partnership, unincorporated association, or any other legal or commercial entity.

Special effects shall mean a combination of chemical elements or chemical compounds capable of burning independently of the oxygen of the atmosphere and designed and intended to produce an audible, visual, mechanical, or thermal effect as an integral part of a motion picture, radio, television, theatrical, or opera production or live entertainment.

Temporary structure shall mean a movable structure that is used in the sale, display, storage, transportation, or distribution of consumer fireworks, including, but not limited to, a tent or a stand.

Sec. B. Exemptions.

A permit is not required under this division for the possession, ignition or discharge of novelties or low-impact fireworks. A permit for the discharge of consumer fireworks may be required under section F.

Sec. C. Permit or registration required.

- (1) No person shall sell consumer fireworks in the township without having obtained a consumer fireworks certificate from the department as required by, and complied with all the requirements of Act 256, as amended. The consumer fireworks certificate shall be prominently displayed at the retail location for which the certificate was issued.
- (2) No person shall sell low-impact fireworks without having registered with the low impact fireworks retail registry maintained by the department.

Sec. D. Discharge or novelties, low-impact fireworks and consumer fireworks.

- (1) Except in the case of a consumer permit issued by the township under section F, consumer fireworks shall not be ignited, discharged, or used by any person at any time, except on the following days after 11 a.m.:
 - (a) December 31 until 1 a.m. on January 1.
 - (b) The Saturday and Sunday immediately preceding Memorial Day until 11:45 p.m. on each of those days.
 - (c) June 29 to July 4 until 11:45 p.m. on each of those days.
 - (d) July 5, if that date is a Friday or Saturday, until 11:45 p.m.
 - (e) The Saturday and Sunday immediately preceding Labor Day until 11:45 p.m. on each of those days.
- (2) When permitted, consumer fireworks and low-impact fireworks shall not be ignited or discharged on public property, school property, church property, or property of another person without that organization's or person's written permission to use consumer fireworks and low-impact fireworks on the premises.

- (3) Low-impact fireworks shall not be ignited, discharged or used between the hours of 10:00 p.m. and 8:00 a.m.
- (4) No fireworks shall be ignited or discharged within 70 feet of any building, or on any public street.
- (5) Minors shall be prohibited from possessing, using, igniting or discharging consumer fireworks.
- (6) No person shall use consumer fireworks while under the influence of alcoholic liquor or a controlled substance or both.

Sec. E. Permit for pyrotechnic displays or other use.

- (1) The township board, upon application in writing, on forms provided by the department may grant a permit for the use of fireworks otherwise prohibited by section D, within the township, manufactured for outdoor pest control or agricultural purposes, or for public display by municipalities, fair associations, amusement parks, or other organizations or groups of individuals approved by the township board, if the applicable provisions of this division and the Act are complied with. After a permit has been granted, the possession or transportation of fireworks for the purposes described in the permit only may be made. A permit granted under this subsection shall not be transferable, nor shall a permit be issued to a person under the age of 18 years.
- (2) Before a permit for articles pyrotechnic or display fireworks is issued, the person making application therefor shall furnish proof of financial responsibility by a bond or insurance in an amount deemed necessary by the township board, to satisfy claims for damages to property or personal injuries arising out of an act or omission on the part of the person, or any agent or employee thereof, in the amount, character and form the township board determines necessary for the protection of the public.
- (3) No permit shall be issued under this section to a nonresident person for conduct of articles pyrotechnic or display fireworks until such person has appointed in writing a resident member of the bar of this state or a resident agent to be his legal representative upon whom all process in an action or proceeding against him may be served.
- (4) The township board shall rule on the competency and qualifications of operators of articles pyrotechnic or display fireworks as the operator has furnished in his application form, and on the time, place and safety aspects of the displays, before granting permits.

Sec. F. Permit for discharge of consumer fireworks.

- (1) Persons wishing to discharge consumer fireworks on a day other than the day preceding, day of, or day after a national holiday shall do so only after paying a fee and obtaining a permit from the township.

- (2) Application for a permit to discharge consumer fireworks under this section shall be made on forms available from the township clerk.
- (3) Approval of a permit to discharge consumer fireworks shall be subject to the following minimum conditions:
 - (i) A minimum radial setback of 70 foot per one inch of the largest aerial device proposed to be discharged from the proposed launch site to the nearest occupied structure.
 - (ii) Satisfactory inspection by the fire prevention division of the township fire department upon delivery of the consumer fireworks to the proposed launch site.
 - (iii) Written permission of the property owner, if different than the applicant, shall be provided.
 - (iv) Additional reasonable conditions the fire prevention division deems necessary to protect the public health, safety and welfare.
- (4) A permit under this section shall not be issued to a minor.
- (5) A permit shall not be issued for any public property, including roads, road rights-of-way, or sidewalks.
- (6) The required inspection shall be requested by the applicant not later than 24 hours prior to the proposed discharge. For a proposed discharge on a Saturday or Sunday, the request shall be made not later than 8:30 a.m. of the Thursday preceding the proposed day of discharge.

Sec. G. Transportation and storage.

Transportation and storage of fireworks through and in the township shall be in accordance with the requirements set forth in Act 256.

Sec. H. Temporary Structures.

No person shall maintain a temporary structure without first having obtained a permit from the Building Department. The Township Board may by resolution restrict the number of permits for a temporary structure, and set forth the terms under which a permit may be granted. This section shall not be construed to prohibit the temporary storage, transportation, or distribution of fireworks by a consumer fireworks certificate holder at a retail location that is a permanent building or structure.

SECTION III. VIOLATION AND PENALTY.

Any person who violates or fails to comply with Section II.D(1) shall be responsible for a civil infraction punishable by a civil fine of \$1,000.00. Any person who shall violate or fail to comply with any other provisions of this ordinance is responsible for a civil infraction punishable by a civil fine not to exceed \$500.00.

SECTION IV. REPEAL.

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

SECTION V. SEVERABILITY.

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

SECTION VI. SAVINGS CLAUSE.

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

SECTION VII. PUBLICATION.

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

SECTION VIII. EFFECTIVE DATE.

Except for Section II.H, this Ordinance shall take full force and effect upon publication. Section II.H shall take effect on August 1, 2019.

CERTIFICATION

The foregoing Ordinance was duly read by the Township Board Trustees of the Charter Township of Plymouth at its regular meeting called and held on the 23rd day of April, 2019, and was ordered to be given publication in the manner required by law.

Jerry Vorva, Clerk

Ordinance #1016, Amendment #24
Fireworks Ordinance

Introduced: April 23, 2019

Second Reading: _____

Adopted: _____

Effective upon Publication: _____

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019**

NEW BUSINESS

**ITEM F.6
HISTORIC DISTRICT ORDINANCE
SECOND READING
RESOLUTION #2019-04-23-48**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 23, 2019

ITEM: Second Reading of Historic District Ordinance #1016, Amendment #23, Resolution #2019-04-23-48

PRESENTERS: Trustee Dempsey

BACKGROUND: The Local Historic Districts Act, Act No. 169 of the Public Acts of 1970, authorizes a “Local unit” of government – which term includes a county, city, village, or township (MCL 399.201a(m)) – to adopt an ordinance providing for approval of historic districts. Among the purposes of the statute are: benefitting property values; fostering civic beauty; strengthening the local economy; and promoting the education, pleasure, and welfare of the citizens of the local unit and of the state (MCL 399.202).

The Planning Commission considered the issue at its July 25, 2018, public work session and heard comments regarding the benefits to property owners. The Board of Trustees approved the First Reading of this Ordinance on April 9.

PROPOSED MOTION: I move to approve Resolution #2019-04-23-48, authorizing the second and final reading of the Plymouth Township Historic District Ordinance #1016, Amendment #23, to become effective on the date of publication in the Township’s Official Newspaper, which will be April 25, 2019.

Motion by _____ Seconded by _____

____Heitman, ____Vorva, ____Clinton, ____Curmi, ____, Dempsey, ____Doroshewitz, ____Heise

CHARTER TOWNSHIP OF PLYMOUTH

BOARD OF TRUSTEES

RESOLUTION #2019-04-23-48

**RESOLUTION TO ALLOW FOR THE SECOND READING AND ADOPTION OF
ORDINANCE #1016, AMENDMENT #23, HISTORIC DISTRICT ORDINANCE**

At a regular meeting of the Charter Township of Plymouth Board of Trustees held at Plymouth Township Hall, located at 9955 N Haggerty Road, Plymouth, Michigan on Tuesday, April 23 2019, the following resolution was offered:

WHEREAS, it is the intent of the Board of Trustees of the Charter Township to create a Historic District that will provide written guidelines and processes conducive to the development of the District, and,

WHEREAS, the first reading of this proposed Ordinance was publicly read and discussed at a regular meeting of the Board of Trustees of the Charter Township of Plymouth on April 9, 2019, and,

WHEREAS, the Ordinance provides for the establishment, modification and elimination of Historic Districts, and, provides for the appointment of a Historic District Commission that will meet formally and make recommendations as necessary, and

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Plymouth Board of Trustees hereby approves the second and final reading of Ordinance #1016, Amendment #23, Resolution #2019-04-23-48 and authorizes the publication of this Ordinance on April 25, 2019, which will be the effective date of this Ordinance.

Moved By: _____ Seconded By: _____

ROLL CALL:

___Heitman,___Vorva,___Clinton,___Curmi,___Dempsey,___Doroshewitz,___Heise

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

HISTORIC DISTRICT ORDINANCE

**ORDINANCE NO. 1016
AMENDMENT #23**

AN ORDINANCE TO CREATE THE PLYMOUTH HISTORIC DISTRICT ORDINANCE; TO PROVIDE FOR TITLE, SCOPE, PURPOSE AND INTENT; TO PROVIDE FOR DEFINITIONS; TO PROVIDE FOR THE ESTABLISHING, MODIFYING, OR ELIMINATING HISTORIC DISTRICTS; TO PROVIDE FOR THE HISTORIC DISTRICT COMMISSION; TO PROVIDE FOR COMMISSION MEETINGS, RECORDKEEPING, AND PROCEDURE; TO PROVIDE FOR HISTORIC DISTRICT STUDY COMMITTEE AND STUDY COMMITTEE REPORT; TO PROVIDE FOR PROCEDURE FOR CREATION OF HISTORIC DISTRICTS; TO PROVIDE FOR PERMIT APPLICATIONS; TO PROVIDE FOR ORDINARY MAINTENANCE; TO PROVIDE FOR REVIEW BY THE COMMISSION; TO PROVIDE FOR APPEAL OF COMMISSION DECISION; TO PROVIDE FOR REMEDIES FOR WORK WITHOUT A PERMIT; TO PROVIDE FOR PROTECTION FROM DEMOLITION BY NEGLECT; TO PROVIDE FOR EMERGENCY MORATORIUM; TO PROVIDE FOR PENALTIES FOR VIOLATION; TO PROVIDE FOR ACCEPTANCE OF GIFTS OR GRANTS; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR SAVINGS CLAUSE; TO PROVIDE FOR PUBLICATION; AND TO PROVIDE AN EFFECTIVE DATE.

THE CHARTER TOWNSHIP OF PLYMOUTH ORDAINS:

Ordinance No. 1016, Amendment #23, the Historic District Ordinance, is hereby adopted to read as follows

SECTION I: HISTORIC DISTRICT ORDINANCE

1.1. Title

This Ordinance shall be known as the "Historic District Ordinance of the Charter Township of Plymouth".

1.2. Scope, purpose and intent.

The purpose of this ordinance is to foster the preservation of historic structures and places within the Charter Township of Plymouth by enabling owners to voluntarily seek the creation of historic districts for their properties under applicable laws of the State of Michigan. The purpose is also to safeguard property rights by requiring approval of a proposed historic district from each of the property owners within the proposed historic district.

Historic preservation is hereby declared to be a public purpose and the Board of Trustees of the Charter Township of Plymouth may hereby regulate, in compliance with this ordinance the construction, addition, alteration, repair, moving, excavation, and demolition of resources in historic districts within the Township limits. The intent of this ordinance is to:

1. Safeguard the heritage of the Charter Township of Plymouth by preserving districts which reflect elements of its history, architecture, archaeology, engineering, or culture.
2. Stabilize and improve property values in each district and the surrounding areas.
3. Foster civic beauty.
4. Strengthen the local economy.
5. Promote the use of historic districts for the education, pleasure, and welfare of the citizens of the Charter Township of Plymouth and of the State of Michigan.

The Board of Trustees may by ordinance establish one or more historic districts. All historic districts shall be administered by the Historic District Commission pursuant to this Ordinance.

1.3. Definitions.

1. "**Alteration**" means work that changes the detail of a resource but does not change its basic size or shape.
2. "**Certificate of Appropriateness**" means the written approval of a permit application for work that is appropriate and does not adversely affect a resource.
3. "**Commission**" means the Historic District Commission of the Charter Township of Plymouth.
4. "**Committee**" means the Commission acting as a historic district study committee under this Ordinance.
5. "**Demolition**" means the razing or destruction, whether entirely or in part, of a resource and includes, but is not limited to, demolition by neglect.

6. **"Demolition by Neglect"** means neglect in maintaining, repairing, or securing a resource that results in deterioration of an exterior feature of the resource or the loss of structural integrity of the resource.
7. **"Denial"** means the written rejection of a permit application for work that is inappropriate and that adversely affects a resource.
8. **"Fire Alarm System"** means a system designed to detect and annunciate the presence of fire or by-products of fire. Fire alarm system includes smoke alarms.
9. **"Historic District"** means an area, or group of areas, not necessarily having contiguous boundaries, that contains one resource or a group of resources that are related by history, architecture, archaeology, engineering, or culture.
10. **"Historic Preservation"** means the identification, evaluation, establishment, and protection of resources significant in history, architecture, archaeology, engineering, or culture.
11. **"Historic Resource"** means a publicly or privately owned building, structure, site, object, feature or open space that is significant in the history, architecture, archaeology, engineering, or culture of the Charter Township of Plymouth, State of Michigan, or the United States.
12. **"Notice to Proceed"** means the written permission to issue a permit for work that is inappropriate and that adversely affects a resource, pursuant to a finding under MCL 399.205(6).
13. **"Open Space"** means undeveloped land, a naturally landscaped area, or a formal or man-made landscaped area that provides a connective link or buffer between other resources.
14. **"Ordinary Maintenance"** means keeping a resource unimpaired and in good condition through ongoing minor intervention, undertaken from time to time, in its exterior condition. Ordinary maintenance does not change the external appearance of the resource except through the elimination of the usual and expected effects of weathering. Ordinary maintenance does not constitute work for the purposes of this Ordinance.
15. **"Proposed Historic District"** means an area, or group of areas not necessarily having contiguous boundaries, that has delineated boundaries and that is under review by the Historic District Study Committee for the purpose of making a recommendation as to whether it should be established as a historic district or added to an established historic district.
16. **"Repair"** means to restore a decayed or damaged resource to good or sound condition by any process. A repair that changes the external appearance of a resource constitutes work for the purposes of this Ordinance.
17. **"Resource"** means one or more publicly or privately owned historic or non-historic buildings, structures, sites, objects, features, or open spaces located within a historic district.

18. **"Smoke Alarm"** means a single-station or multiple-station alarm responsive to smoke and not connected to a system. As used in this subdivision, "single-station alarm" means an assembly incorporating a detector, the control equipment, and the alarm sounding device into a single unit, operated from a power supply either in the unit or obtained at the point of installation. "Multiple-station alarm" means 2 or more single-station alarms that are capable of interconnection such that actuation of 1 alarm causes all integrated separate audible alarms to operate.

19. **"Work"** means construction, addition, alteration, repair, moving, excavation, or demolition.

1.4. Establishing, Modifying, or Eliminating Historic Districts.

1. The Board of Trustees may at any time, upon recommendation of the Commission, establish by ordinance a historic district, including a proposed district previously considered and rejected, may modify boundaries of an existing historic district, or may eliminate an existing historic district. Before establishing, modifying, or eliminating a historic district, the Commission shall act as a historic district study committee and shall follow the procedures as provided in this Ordinance.

2. In considering elimination of a historic district, the Commission shall follow the procedures set forth in Section 399.203(1)-(3) of Public Act 169 of 1970, as amended, for the issuance of a preliminary report, holding a public hearing, and issuing a final report but with the intent of showing one or more of the following:

- a. The historic district has lost those physical characteristics that enabled the establishment of the district.
- b. The historic district was not significant in the way previously defined.
- c. The historic district was established pursuant to defective procedures.

1.5. Historic District Commission.

The Historic District Commission of the Charter Township of Plymouth is hereby established. Each member of the Commission shall reside within the Township limits. The Commission shall consist of seven (7) members. Each member shall be appointed by the Board of Trustees. A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation. Initial members shall be appointed within 6 months after the ordinance establishing the commission is enacted. Members shall be appointed for a term of three (3) years, except the initial appointments of three (3) members for a term of two (2) years and two (2) members for a term of one year. Subsequent appointments shall be for three-year terms. Members shall be eligible for reappointment. In the event of a vacancy on the Commission, interim appointments shall be made by the Board of Trustees within sixty (60) calendar days to complete the unexpired term of such position. Two (2) members shall be appointed from a list submitted by duly organized local historic preservation organizations. If such a person is available for appointment, one member shall be an architect who has two years of architectural experience or who is duly registered in the State of Michigan.

The Board of Trustees may by resolution prescribe powers and duties of the Commission, in addition to but not in violation of those prescribed in this Ordinance, that foster historic preservation activities, projects, and programs in the Charter Township of Plymouth. The Board of Trustees may provide procedures for terminating an appointment due to the acts or omissions of the member.

1.6. Commission Meetings, Recordkeeping, and Procedure.

1. The Commission shall meet at least quarterly, if there is business to be considered, or more frequently at the call of the chairman of the Commission.
2. The business that the Commission may perform shall be conducted at a public meeting held in compliance with the Open Meetings Act, Public Act 267 of 1976, as amended. Public notice of the date, time, and place of the meeting shall be given in the manner required by Public Act 267. A meeting agenda shall be part of the notice and shall include a listing of each permit application to be reviewed or considered by the Commission.
3. The Commission shall keep a record of its proceedings and actions. A writing prepared, owned, used, in the possession of, or retained by the Commission in the performance of an official function shall be made available to the public in compliance with the Freedom of Information, Public Act 442 of 1976, as amended.
4. The commission shall adopt design review standards and guidelines to carry out its duties under this act.

1.7. Historic District Study Committee and the Study Committee Report.

The Commission shall act as the Historic District Study Committee for purposes of this Ordinance and the laws of the State of Michigan. The Study Committee shall do all of the following:

1. Conduct a photographic inventory of resources within each proposed historic district following procedures established by the State Historic Preservation Office of the Michigan Historical Center.
2. Conduct basic research of each proposed historic district and historic resources located within that district.
3. Determine the total number of historic and non-historic resources within a proposed historic district and the percentage of historic resources of that total. In evaluating the significance of historic resources, the Committee shall be guided by the selection criteria for evaluation issued by the United States Secretary of the Interior for inclusion of resources in the National Register of Historic Places, as set forth in 36 CFR part 60, and criteria established or approved by the State Historic Preservation Office.

4. Prepare a preliminary Historic District Study Committee report that addresses at a minimum all of the following:

- a. The charge of the Committee.
- b. The composition of Committee membership.
- c. The historic district(s) studied.
- d. The boundaries of each proposed historic district in writing and on maps.
- e. The history of each proposed historic district.
- f. The significance of each district as a whole, as well as a sufficient number of its individual resources to fully represent the variety of resources found within the district, relative to the evaluation criteria.

5. The Committee shall transmit copies of the preliminary report for review and recommendations to the Planning Commission, the State Historic Preservation Office, the Michigan Historical Commission, and the State Historic Preservation Review Board.

6. The Committee shall make copies of the preliminary report available to the public pursuant to MCL 399.203(4).

7. Not less than sixty (60) calendar days after the transmittal of the preliminary report, the Committee shall hold a public hearing in compliance with Public Act 267 of 1976, as amended. Public notice of the time, date and place of the hearing shall be given in the manner required by Public Act 267 of 1976, as amended. Written notice shall be mailed by first class mail not less than fourteen (14) calendar days prior to the hearing to the owners of properties within the proposed historic district, as listed on the most current tax rolls. The report shall be made available to the public in compliance with the Michigan Freedom of Information Act, Public Act 442 of 1976, as amended.

8. After the date of the public hearing, the Committee and the Board of Trustees shall have not more than one year, unless otherwise authorized by the Board of Trustees, to take the following actions:

- a. The Committee shall prepare and submit a final report with its recommendations and the recommendations, if any, to the Planning Commission, the State Historic Preservation Office, the Michigan Historical Commission, the State Historic Preservation Review Board, and the Board of Trustees as to the establishment of a historic district. If the recommendation is to establish a historic district, the final report shall include a draft of the proposed ordinance.
- b. After receiving a final report that recommends the establishment of a historic district, the Board of Trustees, at its discretion, may introduce and approve or reject an ordinance. If the Board of Trustees approves an ordinance establishing one or more historic districts, the Clerk

of the Charter Township of Plymouth shall file a copy of the ordinance, including a legal description of the property or properties located within each historic district, with the Register of Deeds. The Board of Trustees shall not pass an ordinance establishing a contiguous historic district less than 60 days after a majority of the property owners within the proposed historic district, as listed on the tax rolls of the local unit, have approved the establishment of the historic district pursuant to a written petition.

1.8. Procedure for Creation of Historic Districts.

The procedure for the creation of a historic district in the Charter Township of Plymouth shall be only as follows. The owner, or owners, of a property, structure, or place shall submit a written application to the building department of the Charter Township of Plymouth for creation of a historic district. The application shall be forwarded to the Committee within two business days of its submission. The Committee shall, within ninety (90) days, meet to consider the application. In considering the application, the Committee shall follow the procedures set forth in Section 1.7.

1.9. Permit Applications.

1. A permit shall be obtained before any work affecting the exterior appearance of a resource is performed within a historic district. The person, individual, partnership, firm, corporation, organization, institution, or agency of government proposing to do that work shall file an application for a permit with the building department of the Charter Township of Plymouth.
2. Upon receipt of a complete application, the building department shall immediately refer the application, along with all required supporting materials that make the application complete, to the Commission.
3. A permit shall not be issued and proposed work shall not proceed until the Commission has acted on the application by issuing a Certificate of Appropriateness or a Notice to Proceed as prescribed in this Ordinance. The Commission shall not issue a certificate of appropriateness unless the applicant certifies in the application that the property where work will be undertaken has, or will have before the proposed project completion date, a fire alarm system or a smoke alarm complying with the requirements of the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.
4. The Commission shall file Certificates of Appropriateness, Notices to Proceed, and Denials of applications for permits with the building department. A permit shall not be issued until the Commission has acted as prescribed by this Ordinance.
5. If an application is for work that will adversely affect the exterior of a resource, and the Commission determines that the alteration or loss of that resource will adversely affect the public interest of the Charter Township of Plymouth, the State of Michigan, or the nation, the Commission shall attempt to establish with the owner of the resource an economically feasible plan for the preservation of the resource.

6. The failure of the Commission to act on an application within sixty (60) calendar days after the date a complete application is filed, unless an extension is agreed upon in writing by the applicant and the Commission shall be considered to constitute approval.

7. The Commission may charge a reasonable fee to process a permit application.

8. If a permit application is denied, the decision shall be binding on the building department and the Charter Township of Plymouth. A Denial shall be accompanied by a written explanation by the Commission of the reasons for denial and, if appropriate, a notice that an application may be re-submitted for Commission review when the suggested changes have been made. The Denial shall also include the notification of the applicant's right to appeal to the State Historic Preservation Review Board and thereafter, to the circuit court.

9. Work within a historic district shall be permitted through the issuance of a Notice to Proceed by the Commission if any of the following conditions prevail and if the proposed work can be demonstrated by a finding of the Commission to be necessary to substantially improve or correct any of the following conditions:

a. The resource constitutes a hazard to the safety of the public or to the structure's occupants.

b. The resource is a deterrent to a major improvement program that will be of substantial benefit to the community and the applicant proposing the work has obtained all necessary planning and zoning approvals, financing, and environmental clearances.

c. Retaining the resource will cause undue financial hardship to the owner when a governmental action, an act of God, or other events beyond the owner's control created the hardship, and all feasible alternatives to eliminate the financial hardship, which may include offering the resource for sale at its fair market value or moving the resource to a vacant site within the historic district, have been attempted and exhausted by the owner.

d. Retaining the resource is not in the interest of the majority of the community.

1.10. Ordinary Maintenance.

Nothing in this Ordinance shall be construed to prevent ordinary maintenance or repair of a resource within a historic district or to prevent work on any resource under a permit issued by the building department or other duly delegated authority before the Ordinance was enacted.

1.11. Review by the Commission.

1. The Commission shall review and act upon only exterior features of a resource and shall not review and act upon interior arrangements unless specifically requested to do so by the owner of the resource or unless interior work will cause visible change to the exterior of the resource.

2. The Commission shall not disapprove an application due to considerations not prescribed in MCL 399.205(3).

3. In reviewing plans, the Commission shall follow the U.S. Secretary of Interior's Standards for Rehabilitation and guidelines for rehabilitating historic buildings as set forth in 36 C.F.R. part

67. Design review standards and guidelines that address special design characteristics of historic districts administered by the Commission may be followed if they are equivalent in guidance to the Secretary of Interior's Standards and guidelines and are established or approved by the State Historic Preservation Office.

4. In reviewing plans, the Commission shall also consider all of the following:

a. The historic or architectural value and significance of the resource and its relationship to the historic value of the surrounding area.

b. The relationship of any architectural features of the resource to the rest of the resource and to the surrounding area.

c. The general compatibility of the design, arrangement, texture, and materials proposed to be used.

d. Other factors, such as aesthetic value, that the commission finds relevant.

e. Whether the applicant has certified in the application that the property where the work will be undertaken has, or will have before the proposed project completion date, a fire alarm system or a smoke alarm complying with the requirements of the Stille-DeRossett-Hale single state construction code act, 1972 PA 230, MCL 125.1501 to 125.1531.

1.12. Appeal of a Commission Decision.

An applicant aggrieved by a decision of the Commission concerning a permit application may file an appeal with the State Historic Preservation Review Board. The appeal shall be filed within sixty (60) calendar days after the decision is furnished to the applicant. The permit applicant may submit all or part of the permit applicant's evidence and arguments in written form. The State Historic Preservation Review Board shall consider an appeal at its first regularly scheduled meeting after receiving the appeal. A permit applicant aggrieved by the decision of the State Historic Preservation Review Board may appeal the decision to the circuit court for the County of Wayne.

1.13. Work Without a Permit.

When work has been done upon a resource without a permit, and the Commission finds that the work does not qualify for a Certificate of Appropriateness, the Commission may require an owner to restore the resource to the condition that the resource was in before the inappropriate work or to modify the work so that it qualifies for a Certificate of Appropriateness. If the owner does not comply with the restoration or modification requirement within a reasonable time, the Commission may seek an order from the circuit court for the County of Wayne to require the owner to restore the resource to its former condition or to modify the work so that it qualifies for a Certificate of Appropriateness. If the owner does not comply or cannot comply with the order of the court, the Commission may direct the building department to enter the property and conduct work necessary to restore the resource to its former condition or modify the work so that it qualifies for a Certificate of Appropriateness in accordance with the court's order. The costs of the work done shall be charged to the owner, and may be levied as a special assessment against

the property. When acting pursuant to an order of the circuit court, the building department may enter a property for purposes of this section.

1.14. Demolition by Neglect.

Upon a finding by the Commission that a resource within a historic district is threatened with Demolition by Neglect, the Commission may do either of the following:

1. Require the owner of the resource to repair all conditions contributing to demolition by neglect.
2. If the owner does not make repairs within a reasonable time, the Commission may authorize the building department to enter the property and make such repairs as necessary to prevent Demolition by Neglect. The costs of the work shall be charged to the owner, and may be levied as a special assessment against the property. The building department may enter the property for purposes of this section upon obtaining an order from the circuit court for the County of Wayne.

1.15. Emergency Moratorium.

If the Board of Trustees determines that pending work will cause irreparable harm to resources located within a historic district, the Board of Trustees may by resolution declare an emergency moratorium on all such work for a period not to exceed six (6) months. The Board of Trustees may extend the emergency moratorium for an additional period not to exceed six (6) months, upon finding that the threat of irreparable harm to a resource or resources is still present. Any pending permit application concerning a resource subject to an emergency moratorium may be summarily denied.

1.16. Penalties for Violations.

1. A person, individual, partnership, firm, corporation, organization, institution, or agency of government that violates this Ordinance is responsible for a civil violation and may be fined not more than \$5,000.00.
2. A person, individual, partnership, firm, corporation, organization, institution, or agency of government that violates this Ordinance may be ordered by the circuit court for the County of Wayne to pay the costs to restore or replicate a resource unlawfully constructed, added to, altered, repaired, moved, excavated, or demolished.

1.17. Acceptance of Gifts or Grants.

The Board of Trustees may accept state or federal grants for historic preservation purposes; may participate in state and federal programs that benefit historic preservation, and may accept public or private gifts for historic preservation purposes. The Board of Trustees may by resolution delegate to the Commission the administration of grants, gifts, and program responsibilities.

SECTION II. REPEAL.

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

SECTION III. SEVERABILITY.

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

SECTION IV. SAVINGS CLAUSE.

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

SECTION V. PUBLICATION.

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

SECTION VI. EFFECTIVE DATE.

This Ordinance shall take full force and effect upon publication.

CERTIFICATION

The foregoing Ordinance was duly adopted by the Charter Township of Plymouth Board Trustees at its regular meeting called and held on the 23rd day of April, 2019, and was ordered to be given publication in the manner required by law.

Jerry Vorva, Clerk

Introduced: April 9, 2019
Published: April 25, 2019
Adopted: April 23, 2019
Effective upon Publication: April 25, 2019

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019

ITEM G
SUPERVISOR AND TRUSTEE
COMMENTS

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019**

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

CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
APRIL 23, 2019

ITEM I
ADJOURNMENT