

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

Tuesday, November 16, 2021
7:00 PM



CALL TO ORDER AT _____ P.M.

A. ROLL CALL: Kurt Heise_____, Mark Clinton_____, Chuck Curmi_____,
Bob Doroshewitz_____, Jerry Vorva_____, Audrey Monaghan_____,
John Stewart_____

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA

Tuesday, November 16, 2021

D. APPROVAL OF CONSENT AGENDA

D.1 **Approval of Minutes:** Regular Meeting, Tuesday, October 9, 2021

D.2 **Approval of Township Bills:**

FUND	ACCT	ALREADY PAID	TO BE PAID	TOTAL:
General Fund	101	417,081.28	73,360.72	490,442.00
Drug Forfeiture Federal	262	.00	00	00
Drug Forfeiture State	265	.00	.00	.00
Drug Forfeiture IRS	266	.00	.00	.00
Improvement Revolving (Capital)	446	.00	.00	.00

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Senior Transportation	588	3,149.92	2,370.07	5,519.99
Water/Sewer Fund	592	378,323.93	1,343,028.29	1,721,352.22
Solid Waste Fund	596	2,816.70	.00	2,816.70
Tax Pool	703	4,030.72	00	4,030.72
Police Bond Fund	710	00	.00	.00
Special Assessment Capital	805	.00	14,743.00	14,743.00
TOTALS:		805,402.55	1,433,502.00	2,238,904.63

E. PUBLIC COMMENT *(Limited to 3 Minutes)*

F. NEW BUSINESS

1. Selection of Firm for Township Auditing Services, *Supervisor Kurt Heise*
2. Public Hearing for Industrial District Designation for "Ridge/5" Property, *Supervisor Kurt Heise and Clerk Jerry Vorva*
3. Creation of Industrial Development District (IDD) for "Ridge/5" Property, **Resolution #2021-11-16-75**, *Supervisor Kurt Heise and Clerk Jerry Vorva*
4. Renewal of three-year contract with Mayflower Towing, **Resolution #2021-11-16-76**, *Township Police Lieutenant Daniel Kudra*

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5. Acknowledgement of State Brownfield Loan for Courthouse Grille Apartment Project, *Supervisor Kurt Heise and Township Planner Laura Haw*

G. PUBLIC COMMENT (*Limited to 3 Minutes*)

H. BOARD COMMENTS

I. CLOSED SESSION

At _____ p.m., _____ moved that a Closed Session be called for the purpose of an Attorney consultation on specific pending litigation (Lakos v. Plymouth Township) and settlement strategy in accordance with the Michigan Open Meetings Act, Section 8(e), MCL 15.268(8). Seconded by _____.

J. RETURN TO OPEN SESSION

At _____ p.m., _____ moved that the Board return to Open Session. Seconded by _____.

K. 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: 1-800649-3777 (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**

Tuesday, November 9, 2021
7:00 PM



CALL TO ORDER AT 7:00 P.M.

A. ROLL CALL: PRESENT: Kurt Heise, Supervisor
Jerry Vorva, Clerk,
Chuck Curmi, Trustee
Bob Doroshewitz, Trustee
John Stewart, Trustee
Audrey Monaghan, Trustee
EXCUSED: Mark Clinton, Treasurer

ALSO PRESENT: Dan Phillips, Fire Chief
Thomas Tiderington, Police Chief
Kevin Bennett, Township Attorney
Ginger Moriarty, Director of Finance
Carol Rochon, Deputy Director of Finance
Jeremy Schrot, Township Engineer
Denisa Terrell, Recording Secretary
4 Members of the Public

B. PLEDGE OF ALLEGIANCE Raphael Searle

Acknowledgment with a moment of silence was offered in the passing of Clerk, Marilyn Massengill. She served as Clerk in Plymouth Township from 1992-2008.

C. APPROVAL OF AGENDA

Tuesday, November 9, 2021

Moved by Clerk Vorva and seconded by Trustee Monaghan to approve the agenda for the Board of Trustees meeting of November 9, 2021.

All Ayes

D. APPROVAL OF CONSENT AGENDA

D.1 Approval of Minutes:

a) Regular Meeting – Tuesday, October 26, 2021

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D.2 Consent Agenda – New Business:

- a) Authorization of the Vacation of a Recorded Water Main Easement for Plymouth Industrial Center, Inc., **Resolution # 2021-11-09-69**, *Township Engineer Jeremy Schrot*
- b) Authorization of the Utility Easement for 13101 Eckles Road, **Resolution # 2021-11-09-70**, *Township Engineer Jeremy Schrot*

D.3 Acceptance of Reports

- Building Department Monthly Report - October 2021
- Fire Department Monthly Report - October 2021
- Planning Department Monthly Report - October 2021
- Police Department Monthly Report - October 2021
- FOIA Monthly Report - Clerk's Office - October 2021
- FOIA Monthly Report - Police Department - October 2021

D.4 Approval of Township Bills:

FUND	ACCT	ALREADY PAID	TO BE PAID	TOTAL:
General Fund	101	706,692.38	101,568.38	808,260.76
Drug Forfeiture Federal	262	.00	445.00	445.00
Drug Forfeiture State	265	.00	.00	.00
Drug Forfeiture IRS	266	.00	472.05	472.05
Improvement Revolving (Capital)	446	.00	.00	.00

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Senior Transportation	588	4,907.40	27.15	4,934.55
Water/Sewer Fund	592	50,134.90	456,882.82	507,017.72
Solid Waste Fund	596	4,559.03	.00	4,559.93
Tax Pool	703	5,250.13	.00	5,250.13
Police Bond Fund	710	900.00	.00	900.00
Special Assessment Capital	805	.00	.00	.00
TOTALS:		772,444.74	559,395.40	1,331,840.14

Moved by Clerk Vorva and seconded by Trustee Monaghan to approve the Consent Agenda for the Board of Trustees meeting of November 9, 2021.

Ayes all.

E. PUBLIC COMMENT *(Limited to 3 Minutes)*

Lieutenant Bukis thanked the Board of Trustees for allowing the Charity Pumpkin Patch at the fire station. The fundraiser was a success selling 4000 pumpkins. The funds will be used to help those in need.

F. NEW BUSINESS

1. Approval of the State of Michigan, Chart of Accounts Implementation Fiscal 2021 All Funds Budget Reallocation, **Resolution # 2021-11-09-71**, Finance Director Ginger Moriarty

Moved by Clerk Vorva and seconded by Trustee Monaghan to adopt Resolution #2021-11-09-71 both adopt recognize and authorize the adoption of the new 2021 Charter Township of Plymouth Funds and Department functions created with the implementation

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of the new State of Michigan Uniform Chart of Accounts for 2021 All Funds reallocated budgets as outlined and attached in accordance with the terms and conditions contained therein.

Roll Call

Ayes All.

2. Approval of 2021 Fourth Quarter Budget Amendments, **Resolution # 2021-11-09-72**, *Finance Director Ginger Moriarty*

Moved by Clerk Vorva and seconded by Trustee Dorocshewitz hereby adopt Resolution #2021-11-09-72 authorizing the Finance Director to amend budgets for General Fund of \$266,300, Downtown Development Authority Fund of \$50,000, State Drug Law Enforcement Fund of \$29,200, and to reallocate budget for the Water & Sewer Fund as proposed and to appropriate fund balance for all funds requested in the amount of \$345,500, and to recognize General Fund Revenue in the amount of \$118,300.

Roll Call

Ayes All.

3. Approval of 2022 All Funds Budgets, **Resolution # 2021-11-09-73**, *Supervisor Kurt Heise and Finance Director Ginger Moriarty*

Moved by Supervisor Heise and seconded by Trustee Stewart to adopt Resolution #2021-11-09-73 authorizing the adoption of the 2022 Charter Township of Plymouth General Appropriations Act for All Funds and the 2022 budgets as attached, in accordance with the terms and conditions contained therein.

Roll Call

Ayes: Supervisor Heise, Clerk Vorva, Trustee Doroshewitz, Trustee Monaghan, Trustee Stewart.

Nay: Trustee Curmi.

Motion Passed.

4. Cross Connection Control Contract, **Resolution # 2021-11-09-74**, *Public Services Director Patrick Fellrath*

Moved by Clerk Vorva and seconded by Trustee Stewart to approve the Professional Services Agreement between the Township and HydroCorp, for the implementation of the Cross-Connection Control Residential Program and authorize the Supervisor and Clerk to sign the Agreement, contingent upon legal review and approval by the Township Attorney. In addition, to amend the fiscal 2021 budget by authorizing the Finance Director to

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appropriate budget in the amount of \$15, 500 from the Water & Sewer Fund's Net Position balance to the Contractual-Cross Connection Service account.

Ayes All.

5. Interviews for Auditing Services: (Limited to 20 Minutes Each)

- Rehmann
- UHY Advisors
- Yeo & Yeo

Each audit firm presented organizational information and answered questions from the Board of Trustees and the Director of Finance, Ginger Moriarty.

G. PUBLIC COMMENT *(Limited to 3 Minutes)*

None

H. BOARD COMMENTS

- Clerk Vorva offered gratitude to Ken Gardner who stepped down from recording the Board meetings. He never missed a meeting in five years.
- Supervisor Heise indicated there will be a Special Board of Trustees meeting on Tuesday, November 16, 2021, at 7 p.m.

I. ADJOURNMENT

Moved by Trustee Stewart and supported by Trustee Monaghan to adjourn the Board of Trustees meeting of November 9, 2021, at 9:17 p.m.

Ayes All.

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BOARD DATE

11/16/2021

FUND NAME	FUND NUMBER	TOTAL INC PAYROLL	PAYROLL & INVOICES PAID		INVOICES PAID AFTER BOARD REVIEW
			PRIOR TO MEETING		
GENERAL FUND	101	490,442.00	417,081.28		73,360.72
DRUG FORFEITURE	262	-	-		
DRUG FORFEITURE	265	-	-		
DRUG FORFEITURE	266	-	-		
ARPA	285				
IMPROV. REV.	446				
SENIOR TRANSPORTATION	588	5,519.99	3,149.92		2,370.07
WATER & SEWER	592	1,721,352.22	378,323.93		1,343,028.29
SWD	596	2,816.70	2,816.70		
TAX POOL	703	4,030.72	4,030.72		
POLICE BOND FUND	710				
SPECIAL ASSESS CAPITAL	805	14,743.00	-		14,743.00
TOTAL		2,238,904.63	805,402.55		1,433,502.08

GRAND TOTAL

2,238,904.63

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Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION

INVOICE INFORMATION

ALLIE BROTHERS UNIFORMS		Invoice Amount:	\$194.97
INV # 84973 UNIFORM SILVER SERVICE STARS,		Check Date:	11/23/2021
101-336-767.000	INV# 84973 SILVER SERVICE STARS		15.00
101-336-767.000	UNIFORM WORK PANTS		179.97
AT & T		Invoice Amount:	\$70.00
INV. 404899 10/25/21 TOWER DUMP FOR INVES		Check Date:	11/23/2021
101-301-801.000	PROCESSING FEE		45.00
101-301-801.000	49791 COOKE AVENUE		25.00
B & R JANITORIAL SUPPLY		Invoice Amount:	\$132.49
ORDER # 193150		Check Date:	11/23/2021
101-336-775.000	PK LEMON DROP 800ML		66.01
101-336-775.000	SHOUT STAIN TREATMENT TRIG 22OZ		66.48
B & R JANITORIAL SUPPLY		Invoice Amount:	\$754.91
ORDER # 193150		Check Date:	11/23/2021
101-336-775.000	PUREX		518.58
101-336-775.000	CASCADE ACTION PACS		189.92
101-336-775.000	SUNSHINE LEMON DISH SOAP		46.41
Bentley Systems, Incorporated		Invoice Amount:	\$2,415.60
WATERCAD LICENSE RENEWAL DEC 21-22		Check Date:	11/23/2021
592-536-831.000	WATERCAD LICENSE RENEWAL DEC 21-22		2,415.60
BENNETT & DEMOPOULOS, PLLC		Invoice Amount:	\$10,912.38
LEGAL SERVICES - OCTOBER 2021		Check Date:	11/23/2021
101-261-807.000	ORDINANCE PROSECUTIONS		8,163.75
101-701-806.000	COMMUNITY DEVELOPMENT		196.88
101-261-806.000	ADMINISTRATION		1,771.88
101-261-806.000	SOLID WASTE		774.37
101-261-806.000	MISCELLANEOUS		5.50
BLACKWELL FORD INC.		Invoice Amount:	\$336.74
INV. 381381 9/13/2021 VEHICLE REPAIR/128076		Check Date:	11/23/2021
101-301-863.000	OIL CHANGE/REAR BRAKE PADS/TURN ROTOR		336.74
CHARTER TWSP OF CANTON		Invoice Amount:	\$5,200.00
INV. 2021-00000145 10/26/2021 USE OF GUN RA		Check Date:	11/23/2021
101-301-958.000	RANGE USE - 13 SESSIONS		5,200.00
CDW GOVERNMENT INC		Invoice Amount:	\$320.90
APC REPLACEMENT BATTERY CARTRIDGE #24 Q		Check Date:	11/23/2021
101-325-752.000	DISPATCH EQUATURE SYSTEM		320.90
CDW GOVERNMENT INC		Invoice Amount:	\$1,660.00
SERVER SUPPORT RENEWAL - SERVICE EXPRES		Check Date:	11/23/2021
101-261-831.000	SERVER SUPPORT-MXQ52508V1 - THRU 9/30/2		381.33
101-261-831.000	SERVER SUPPORT-2M251702J3 - THRU 9/30/2		134.00
101-261-831.000	SERVER SUPPORT-MXQ51603SR - THRU 9/30/2		381.33
101-261-831.000	SERVER SUPPORT-MXQ4100377 - THRU 9/30/2		293.33
101-261-831.000	SERVER SUPPORT-MXQ20204W1 - THRU 9/30/		88.68
101-261-831.000	SERVER SUPPORT-MXQ74502NG - THRU 9/30/		381.33
CDW GOVERNMENT INC		Invoice Amount:	\$554.36
MICROSOFT OFFICE PRO PLUS - 2ND FLR MTG		Check Date:	11/23/2021
101-101-859.000	OFFICE PRO PLUS LICENSE 2019 -79P-05745		554.36

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VENDOR INFORMATION

INVOICE INFORMATION

CODE SAVVY CONSULTANTS LLC		Invoice Amount:	\$380.00
INV.#1867 CHIPOTLE PLAN REVIEW		Check Date:	11/23/2021
101-371-801.000	INV#1867 CHIPOTLE PLAN REVIEW		380.00
CORPORATE CLEANING GROUP INC		Invoice Amount:	\$2,341.50
INV.#19217 OCTOBER 2021 TWP HALL CLEANIN		Check Date:	11/23/2021
101-351-822.000	TWP HALL CLEANING OCT 2021		262.50
101-265-822.000	TWP HALL CLEANING OCT 2021		1,081.08
101-336-822.000	TWP HALL CLEANING OCT 2021		83.16
101-301-822.000	TWP HALL CLEANING OCT 2021		914.76
CORPORATE CLEANING GROUP INC		Invoice Amount:	\$405.00
INV.#19237 DPW/SENIOR CENTER CLEANING O		Check Date:	11/23/2021
101-673-822.000	INV#19237 DPW/SENIOR OCT 2021		60.00
592-537-822.000	INV#19237 DPW/SENIOR OCT 2021		345.00
Denny's Service Center		Invoice Amount:	\$970.07
# 872397 - SENIOR TRANS VEHICLE REPAIR (DE		Check Date:	11/23/2021
588-596-863.000	LABOR AND PARTS-# 872397		970.07
DRAIN MASTERS OF MICHIGAN		Invoice Amount:	\$375.00
INV # INV1526 CLEARED MAIN DRAIN AT STA		Check Date:	11/23/2021
101-336-930.000	INV# 1526 CLEARED SLUDGE FROM LINE		175.00
101-336-930.000	VIDEO INSPECTION		200.00
EctoHR, Inc.		Invoice Amount:	\$6,851.05
ECTOHR - OCTOBER 2021 SERVICES - (DETAILE		Check Date:	11/23/2021
101-171-805.000	10/21SERVICE - #12473		6,851.05
EHLERS HEATING & AIR CONDITIONING		Invoice Amount:	\$316.50
INV# 73329 COMMERCIAL DIAGNOSTIC DISPAT		Check Date:	11/23/2021
101-336-930.000	INV # 73329 DIAGNOSTIC FEE		316.50
FELLRATH, PATRICK		Invoice Amount:	\$106.96
MILEAGE REIMBURSEMENT OCTOBER 2021		Check Date:	11/23/2021
592-537-861.000	MILEAGE REIMBURSEMENT OCTOBER 2021		106.96
FELL, CYNTHIA		Invoice Amount:	\$47.35
REIMBURSEMENT - MEALS FOR NENA CONFEREN		Check Date:	11/23/2021
101-325-958.000	MEAL REIMBURSEMENT		47.35
FOX HILLS CHRYSLER JEEP		Invoice Amount:	\$245.93
INV. 48407 9/30/2021 VEHICLE MAINTENANCE/1		Check Date:	11/23/2021
101-301-863.000	OIL CHANGE (SYNTHETIC OIL)/REPLACED SEN		245.93
GLENDAL PARADE STORE LLC		Invoice Amount:	\$2,259.30
INV. 214207A 9/30/2021 HONOR GUARD UNIFOR		Check Date:	11/23/2021
101-301-767.000	#1068MP WH SURE-GRIP GLOVES MED.		14.85
101-301-767.000	#1068LP WH SURE-GRIP GLOVES LG.		54.45
101-301-767.000	#1068XP WH SURE-GRIP GLOVES XL		29.70
101-301-767.000	#897BKC HONOR GUARD FLAG CARRIER BLK		859.80
101-301-767.000	#65 AIRLINER FLAG CARRYING CASE BLK		145.50
101-301-767.000	#L15 LIBERTY FLAG STAND CHROME 15#		235.80
101-301-767.000	#7SE PERCHED EAGLE SILVER 7"		41.25
101-301-767.000	#32SE FLAT SPEAR SILVER 7-1/2		143.25
101-301-767.000	DELUXE SILVER ALUM POLE 8" X 1"		265.00
101-301-767.000	NYL IND/FR FLAG 3'X5' MICHIGAN		69.25

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VENDOR INFORMATION

INVOICE INFORMATION

	101-301-767.000	POLICE BADGE MOURNING BAND BLACK/BLUE	58.50
	101-301-767.000	CUSTOM FLAG DIGITAL PRINT	299.95
	101-301-767.000	SHIPPING & HANDLING	42.00
GRAPH-X		Invoice Amount:	\$168.00
INV# 2102540 ACCOUNTABILITY BOARD		Check Date:	11/23/2021
	101-336-757.000	INV# 2102540 DRY ERASE BOARD	88.00
	101-336-757.000	DESIGN/ SET-UP	80.00
Great Lakes Ace Hardware		Invoice Amount:	\$15.18
GREAT LAKES ACE HARDWARE INV # 7471/876		Check Date:	11/23/2021
	101-751-757.000	INV. # 7424/876 (PARKS)	15.18
Great Lakes Ace Hardware		Invoice Amount:	\$54.85
GREAT LAKES ACE HARDWARE INV # 7460/876		Check Date:	11/23/2021
	101-751-757.000	INV. # 7460/876 (PARKS)	54.85
Great Lakes Ace Hardware		Invoice Amount:	\$31.20
INV # 7495/876 SCREWS/FASHENERS/ ADHESIV		Check Date:	11/23/2021
	101-336-757.000	INV # 7495/876	31.20
HUMANE SOCIETY OF HURON VALLEY		Invoice Amount:	\$250.00
INV. 202110 10/31/2021 STRAY IMPOUND SERVI		Check Date:	11/23/2021
	101-301-836.000	STRAY IMPOUND SERVICES	250.00
HYDRO CORP		Invoice Amount:	\$1,851.00
CROSS CONNECTION CONTROL PROGRAM OCTO		Check Date:	11/23/2021
	592-537-826.000	CROSS CONNECTION PROGRAM OCTOBER 202	1,851.00
IDEAL CALIBRATIONS		Invoice Amount:	\$360.00
INV# 3899 ALPHASENSE REPLACEMENT OXYGEN		Check Date:	11/23/2021
	101-336-757.000	INV# 3899 REPLACEMENT OXYGEN SENSOR	360.00
K & D PLUMBING, INC.		Invoice Amount:	\$1,400.00
INSTALL TOUCH FREE DRINKING FOUNTAIN (SM		Check Date:	11/23/2021
	588-596-970.000	INV 11-8-2021 INST. TOUCH FREE DRINK FO.	1,400.00
KNIGHT TECHNOLOGY GROUP, INC.		Invoice Amount:	\$90.00
TECH SUPPORT - INITIAL CHROMEBOOK SETUP -		Check Date:	11/23/2021
	101-261-831.000	TECH SUPP - CHROMEBOOK SETUP ASSIST	90.00
KONICA MINOLTA BUSINESS SOLUTIONS		Invoice Amount:	\$42.98
PRINTER/COPIER - SUPERVISOR/BOARD PACKET		Check Date:	11/23/2021
	101-171-934.000	10/21 USE SUPERVISOR #9008157505 (2/3)	28.37
	101-215-934.000	10/21 USE CLERK #9008157505(1/3)	14.61
KONICA MINOLTA BUSINESS SOLUTIONS		Invoice Amount:	\$119.35
INV. 9008142067 10/25/2021 MAINT. AGREEME		Check Date:	11/23/2021
	101-301-934.000	8/26/2021 - 9/25/2021 COVERAGE DATES	119.35
M H R BILLING SERVICES		Invoice Amount:	\$1,026.00
MONTHLY BILLING FEE INV # 4010		Check Date:	11/23/2021
	101-336-825.000	MONTHLY BILLING FEE INV # 4010	1,026.00
MCKENNA ASSOCIATES INC		Invoice Amount:	\$2,935.00
PROFESSIONAL SERVICES OCTOBER 2021 - 900		Check Date:	11/23/2021
	101-701-803.000	SEN. PLANNER (PREP & ATTEND MEEETINGS)	660.00

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INVOICE INFORMATION

	101-701-803.000	#2405 - TOWNPLACE CENTER REZONING REV.	1,225.00
	101-701-803.000	LANDSCAPE/INSPEC. EUROSTARS GYMNASTIC	350.00
	101-701-803.000	LANDSCAPE/INSPEC. #1 RIDGE 5 CORP PARK	350.00
	101-701-803.000	LANDSCAPE/INSPEC. #1 STOW & GO (GEN. DR	350.00
MCKENNA ASSOCIATES INC		Invoice Amount:	\$3,458.00
PROFESSIONAL SERVICES - OCTOBER 2021- I		Check Date:	11/23/2021
	101-701-803.000	9.10 - 1/2 DAY ON-SITE SERVICES	3,458.00
MI Urban Search & Rescue Training		Invoice Amount:	\$760.00
INV # 202188 ROPE RESCUE TECHNICIAN /INMA		Check Date:	11/23/2021
	101-336-958.000	INV# 2021188 ROPE RESCUE TECHNI	760.00
MICHIGAN, STATE OF		Invoice Amount:	\$30.00
INV. 551-592293 11/3/2021 SOR REGISTRATION		Check Date:	11/23/2021
	101-301-801.000	SOR REGISTRATION-PERIOD ENDING 10/31/2	30.00
MICHIGAN LINEN SERVICE		Invoice Amount:	\$84.35
UNIFORMS 10/29/21 #457153		Check Date:	11/23/2021
	592-537-767.000	10/29/21	84.35
Michigan State Fireman's Assoc		Invoice Amount:	\$75.00
2022 MEMEBERSHIP/MI STATE FIREMAN'S ASSO		Check Date:	11/23/2021
	101-336-957.000	2022 MEMBERSHIP	75.00
NAPA Auto Parts		Invoice Amount:	\$92.68
PARKS - INV. # 758506- NAPA MOTOR TREATME		Check Date:	11/23/2021
	101-751-863.000	PARKS - INV. 758506	92.68
NAPA Auto Parts		Invoice Amount:	\$76.50
PARKS - INV. # 758532- NAPA HYDEFLUID (DET		Check Date:	11/23/2021
	101-751-863.000	PARKS - INV. 758532	76.50
OFFICE DEPOT		Invoice Amount:	\$154.50
OFFICE SUPPLIES OCT.		Check Date:	11/23/2021
	592-536-752.000	INDEX TABS	154.50
OFFICE DEPOT		Invoice Amount:	\$11.79
INV. 203396088002 10/20/2021 OFFICE SUPPLIE		Check Date:	11/23/2021
	101-301-752.000	2022 WALL CALENDAR	11.79
OFFICE DEPOT		Invoice Amount:	\$(168.50)
CREDIT - 5 TAB PLASTIC POCKET		Check Date:	11/23/2021
	592-536-752.000	CREDIT - 5 TAB PLASTIC POCKET	(168.50)
OFFICE DEPOT		Invoice Amount:	\$194.78
POST-IT TABS, LEGAL FOLDERS, LETTER FILE G		Check Date:	11/23/2021
	101-215-752.000	LEGAL HANGING FOLDERS	6.75
	101-215-752.000	LEGAL PRESSBD FOLDERS	125.98
	101-215-752.000	LEGAL MANILA FOLDERS	27.28
	101-215-752.000	POST-IT TABS (88/PK)	21.98
	101-215-752.000	JUMBO PAPER CLIPS (1000 TTL)	12.79
OFFICE DEPOT		Invoice Amount:	\$(10.99)
CREDIT - 4 COLOR TABS INVOICED BUT NEVER		Check Date:	11/23/2021
	101-215-752.000	CREDIT - TABS NEVER RECEIVED	(10.99)

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OFFICE DEPOT POST-IT TABS, LEGAL FOLDERS, LETTER FILE G 101-215-752.000	Invoice Amount: \$62.29 Check Date: 11/23/2021 62.29
OFFICE DEPOT CREDIT - GREEN FOLDER INVOICED BUT NEVER 101-215-752.000	Invoice Amount: \$(1.19) Check Date: 11/23/2021 (1.19)
Preserving Pathways, LLC. HILLTOP - CART PATH BUMP REMOVAL 101-751-930.000	Invoice Amount: \$2,150.00 Check Date: 11/23/2021 2,150.00
RITTER GIS, IIC CITYWORKS OCT 2021 592-537-803.000	Invoice Amount: \$600.00 Check Date: 11/23/2021 600.00
SERENE LANDSCAPE GROUP INV # 63768 STATION 2 TURF FERTILIZATION 101-336-821.000	Invoice Amount: \$110.00 Check Date: 11/23/2021 110.00
SERENE LANDSCAPE GROUP INV # 63769 STATION 23 TURF FERTILIZATION 101-336-821.000	Invoice Amount: \$85.00 Check Date: 11/23/2021 85.00
SERENE LANDSCAPE GROUP INV#63773 ROUND 6 FERT. DPW BUILDING 202 592-537-821.000	Invoice Amount: \$55.50 Check Date: 11/23/2021 55.50
SERENE LANDSCAPE GROUP INV#63771 ROUND 6 FERT MILLER FAMILY PARK 101-751-821.000	Invoice Amount: \$260.00 Check Date: 11/23/2021 260.00
SERENE LANDSCAPE GROUP INV#63772 ROUND 6 FERT PLYMOUTH POINTE P 101-751-821.000	Invoice Amount: \$100.00 Check Date: 11/23/2021 100.00
SERENE LANDSCAPE GROUP INV#63770 ROUND 6 FERT FRIENDSHIP STATION 101-673-821.000	Invoice Amount: \$50.00 Check Date: 11/23/2021 50.00
SERENE LANDSCAPE GROUP INV#63774 ROUND 6 FERT. LAKE POINTE PARK 101-751-821.000	Invoice Amount: \$445.00 Check Date: 11/23/2021 445.00
SERENE LANDSCAPE GROUP INV#63776 ROUND 6 FERT. PLYMOUTH TOWNS 101-751-821.000	Invoice Amount: \$1,250.00 Check Date: 11/23/2021 1,250.00
SERENE LANDSCAPE GROUP INV#63775 ROUND 6 FERTILIZER BRENTWOOD 101-751-821.000	Invoice Amount: \$125.00 Check Date: 11/23/2021 125.00
SPALDING DEDECKER ASSOCIATES, INC. SEPTEMBER 2021 SERVICES (MINUS ESCROW D 101-261-803.000 101-441-970.000 101-701-804.000	Invoice Amount: \$43,908.00 Check Date: 11/23/2021 500.00 1,128.00 183.00

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101-441-803.000	#88603 - SIDEWALK GAP ANALYSIS	1,672.00
592-536-803.000	#88603-MISC. W&S REPAIRS CE	328.00
101-336-970.000	#88607-FIRE STATION #3	1,061.00
592-537-970.000	#88611-PORT ST VACTOR PAD & GRADING	6,807.00
101-441-803.000	#88614-2021 MAJOR RD PASER EVAL	1,437.00
101-441-803.000	#88169-AA RD AND KOLB-MASSEY TRAF. LIGH	1,558.00
805-444-974.021	#88571-2021 SIDEWALK REPLACEMENT PROG	549.00
805-444-974.021	#88572-2021 SIDEWALK REPLACEMENT PROG	164.00
101-441-970.000	#88583-GOLFVIEW PARK	6,400.00
101-441-970.000	#88586-GOLFVIEW PARK ADA IMPROVEMENTS	3,868.50
592-537-970.000	#88588-2021 CIPP SEWER LINING	1,292.00
805-444-974.022	#88589-2022 SIDEWALK REPLACEMENT PROG	14,030.00
101-751-970.000-20	#88593-PLY TWP PARK HMA PATHWAY	955.50
101-261-803.000	#88632-COMCAST 40815 AA RD	61.00
101-261-803.000	#88634-COMCAST 14225 MINEHART	489.00
101-261-803.000	#88636-123NET-14909 BECK ROAD	936.00
101-261-803.000	#88639-COMCAST-15000 EDWARD HINES DRI	489.00
SPALDING DEDECKER ASSOCIATES, INC.		
UNDERCHARGE ADJUSTMENT 6-21 - INV. # 8750	Invoice Amount:	\$150.00
101-701-803.000	Check Date:	11/23/2021
INV. # 87506 - UNDERCHARGE ADJUST		150.00
TACTICAL ENCOUNTERS INC.		
INV. 2021-57 10/29/2021 PATROL STOPS TRAINI	Invoice Amount:	\$600.00
101-301-958.000	Check Date:	11/23/2021
OFFICERS DREJEWSKI AND JAW 11/9/21		600.00
W.J.O'NEIL COMPANY		
INV#38623 REPAIR BOILER 2	Invoice Amount:	\$2,229.68
101-265-930.000	Check Date:	11/23/2021
INV#38623 REPAIR BOILER 2		2,229.68
WAYNE COUNTY		
INV. 308706 10/19/2021 SEPTEMBER PRISONER	Invoice Amount:	\$140.00
101-351-839.000	Check Date:	11/23/2021
SEPTEMBER PRISONER HOUSING		140.00
WCA ASSESSING		
WCA ASSESSING OCTOBER 2021 SPECIAL BILLIN	Invoice Amount:	\$1,816.86
101-257-801.000	Check Date:	11/23/2021
AUGUST 2021 SPECIAL BILLING - APPRAISAL		1,816.86
WESTERN TNSPS UTILITIES AUTHORITY		
2012 SERIES BOND PRIN & INT	Invoice Amount:	\$1,329,156.88
592-000-181.000	Check Date:	11/23/2021
2012 Series Bond Interest		67,461.88
592-000-181.000		1,261,695.00
2012 Series Bond Prinipal		
KCI		
WCA PROPOSAL 215288- PRINTING AND POSTA	Invoice Amount:	\$215.38
101-261-851.000	Check Date:	11/23/2021
WCA PROPOSAL 215288		215.38
UPRIGHT FENCE		
2 CEDAR PACKS TO REPAIR FENCE ALONG NATU	Invoice Amount:	\$41.00
101-751-930.000	Check Date:	11/23/2021
#47545 - RAILS		41.00
Total Amount to be Disbursed:		\$1,433,502.08

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ALERUS FINANCIAL		Invoice Amount:	\$8,781.29
MERS - DC FT EMPLOYEES -- EMPLOYEE CONTRI		Check Date:	11/10/2021
101-000-238.000	MERS EMPLOYEE PRE TAX		7,592.77
101-000-238.000	MERS EMPLOYEE POST TAX		714.85
101-000-238.000	LOANS		473.67
ALERUS FINANCIAL		Invoice Amount:	\$27,192.87
MERS - DC FT EMPLOYEES -- EMPLOYER CONTRI		Check Date:	11/10/2021
101-171-716.000	SUPERVISOR'S OFFICE		1,032.04
101-228-716.000	IT DIRECTOR		600.77
101-215-716.000	CLERK'S OFFICE		1,334.35
101-253-716.000	TREASURER'S OFFICE		1,323.25
101-265-716.000	TWP BUILDING & GROUNDS		273.84
101-301-716.000	PD DEPT.		5,724.97
101-325-716.000	DISPATCH DEPT.		2,204.05
101-336-716.000	FIRE DEPT		6,482.70
101-371-716.000	BUILDING DEPT.		1,315.34
596-528-716.000	SOLID WASTE DEPT.		340.09
588-596-716.000	SENIOR TRANS		245.91
592-536-716.000	PUBLIC SERVICES		887.07
592-537-716.000	DPW		3,866.25
101-262-716.000	ELECTIONS		322.88
101-191-716.000	FINANCE DEPT		925.80
101-351-716.000	JAIL (RECORDS/FOIA)		313.56
ALERUS FINANCIAL		Invoice Amount:	\$22,890.37
MERS-457 PLAN - ALL EMPLOYEES 11-05-2021 P		Check Date:	11/10/2021
101-000-239.000	457 CONT. PRE-TAX		22,105.34
101-000-239.000	457 CONT. ROTH POST-TAX		785.03
AMERITAS LIFE INSURANCE CORP.		Invoice Amount:	\$4,021.60
AMERITAS-RETIREE-DENTAL- NOVEMBER 2021 --		Check Date:	11/10/2021
101-261-875.000	GENERAL RETIREES		747.72
101-301-875.000	POLICE RETIREES		1,020.64
101-325-875.000	DISPATCH RETIREE		66.28
101-336-875.000	FIRE DEPT. RETIREES		1,718.72
592-536-875.000	DPS CLERICAL RETIREE		35.28
592-537-875.000	DPW - RETIREE		432.96
AMERITAS LIFE INSURANCE CORP.		Invoice Amount:	\$6,768.96
AMERITAS - ACTIVE DENTAL - NOVEMBER 2021		Check Date:	11/10/2021
101-171-718.000	SUPERVISOR DEPT.		35.28
101-228-718.000	INFORMATION SERVICES		111.64
101-215-718.000	CLERK DEPT.		70.56
101-253-718.000	TREASURY		289.56
101-265-718.000	TWP. HALL		66.28
101-301-718.000	POLICE DEPT.		2,294.80
101-325-718.000	DISPATCH		929.16
101-336-718.000	FIRE DEPT.		2,007.24
101-371-718.000	BUILDING DEPT.		279.48
588-596-718.000	SENIOR TRANS		111.64
596-528-718.000	SOLLID WASTE		111.64
592-536-718.000	DPS CLERICAL		213.20
592-537-718.000	DPW - SUPERVISORY		146.92
101-262-718.000	ELECTIONS -		66.28
101-351-718.000	LOCK UP		35.28

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C.O.A.M. - PLYMOUTH TOWNSHIP			Invoice Amount:	\$308.56
COAM UNION DUES -OCTOBER 2021			Check Date:	11/10/2021
	101-000-240.305	HOFFMAN, MARC		77.14
	101-000-240.305	KREBS, RYAN		77.14
	101-000-240.305	RUPARD, BRYAN		77.14
	101-000-240.305	FRITZ, MICHAEL		77.14
COMCAST			Invoice Amount:	\$231.75
INTERNET - NOVEMBER 2021-- ACCT 900913674			Check Date:	11/10/2021
	101-751-852.000	Township Park		64.95
	101-336-852.000	Fire		64.95
	101-351-852.000	Telephone		101.85
COMCAST			Invoice Amount:	\$218.40
FIRE INTERNET STATION 3 -NOVEMBER 2021 AC			Check Date:	11/10/2021
	101-336-852.000	NOVEMBER 2021 FIRE INTERNET STA #3		218.40
CONSUMERS ENERGY			Invoice Amount:	\$217.17
MONTHLY CHGS - DECEMBER 2021 DPW ONLY			Check Date:	11/10/2021
	592-537-921.000	DPW-ACCT. # 1000-2645-6283		195.99
	592-537-921.000	DPW - ACCT. 3 1000-2645-6408		21.18
CONSUMERS ENERGY			Invoice Amount:	\$15.00
MONTHLY CHGS -OCTOBER 2021 (ATTACHED) S			Check Date:	11/10/2021
	592-537-921.000	ACCT #1000-6777-1970-- 47755 5 MI 10/21		15.00
CONSUMERS ENERGY			Invoice Amount:	\$2,426.19
MONTHLY CHGS - OCTOBER 2021			Check Date:	11/10/2021
	101-171-921.000	SUPERVISOR		120.65
	101-228-921.000	INFO SERVICES		101.80
	101-257-921.000	ASSESSING		41.47
	101-215-921.000	CLERK		172.38
	101-253-921.000	TREASURER		62.21
	101-301-921.000	POLICE		524.07
	101-325-921.000	DISPATCH		196.06
	101-336-921.000	FIRE DEPT		505.20
	101-371-921.000	BUILDING		148.93
	101-701-921.000	COMM DEVELOPMENT		11.31
	101-751-921.000	PARK		106.15
	596-528-921.000	UTILITIES-SOLID WASTE		5.66
	592-537-921.000	POWER & PUMPING-DPW		22.05
	592-536-921.000	DPW - WATER & SEWER		171.55
	101-351-921.000	CORRECTIONS & JAIL		160.24
	101-673-921.000	UTIL - SENIOR SERVICES		5.65
	101-191-921.000	FINANCE		67.04
	101-265-921.000	BUILDINGS AND GROUNDS		3.77
DTE ENERGY			Invoice Amount:	\$5,528.85
STREET LIGHTS - OCTOBER 2021 -- ACCT # 910			Check Date:	11/10/2021
	101-441-923.000	STREET LIGHTS - OCTOBER 2021		5,528.85
FIDELITY SECURITY LIFE INSURANCE CO			Invoice Amount:	\$995.08
EYEMED - CURRENT EMPLOYEES -NOVEMBER 20			Check Date:	11/10/2021
	101-171-718.000	SUPERVISOR DEPT.		5.69
	101-228-718.000	INFO SYSTEMS		15.87
	101-215-718.000	CLERK DEPT.		11.38
	596-528-718.000	SOLID WASTE		15.87

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101-253-718.000	TREASURER DEPT.	42.55
101-265-718.000	TOWNSHIP HALL	10.81
101-301-718.000	POLICE DEPT.	338.94
101-325-718.000	DISPATCH	139.66
101-336-718.000	FIRE DEPT.	290.52
101-371-718.000	BUILDING DEPT.	43.18
588-596-718.000	SENIOR TRANS	15.87
592-536-718.000	PUBLIC SERVICES	32.37
592-537-718.000	PUBLIC WORKS ADMIN.	21.56
101-262-718.000	ELECTIONS	10.81

FIDELITY SECURITY LIFE INSURANCE CO

Invoice Amount: \$650.28

EYEMED - RETIREES NOVEMBER 2021 (SPREADS

Check Date: 11/10/2021

101-261-875.000	GENERAL RETIREES	119.42
101-301-875.000	POLICE DEPT. RETIREES	161.85
101-325-875.000	DISPATCH RETIREE	10.81
101-336-875.000	FIRE DEPT. RETIREES	281.96
592-536-875.000	PUBLIC SERVICES RETIREES	5.69
592-537-875.000	PUBLIC WORKS RETIREES	70.55

HARTFORD, THE

Invoice Amount: \$5,914.83

THE HARTFORD-INSURANCE PREMIUM STATEME

Check Date: 11/10/2021

101-171-718.000	SUPERVISOR DEPT	123.87
101-191-718.000	FINANCE DEPT	124.94
101-215-718.000	CLERK DEPT	177.77
101-228-718.000	INFORMATION SYSTEMS DEPT	70.70
101-253-718.000	TREASURY DEPT	169.65
101-262-718.000	ELECTIONS DEPT	48.29
101-265-718.000	BUILDING & GROUNDS DEPT	40.75
101-301-718.000	POLICE DEPT	1,867.60
101-325-718.000	DISPATCH/COMMUNICATIONS DEPT	711.77
101-336-718.000	FIRE DEPT	1,544.14
101-351-718.000	JAIL/CORRECTIONS DEPT	43.21
101-371-718.000	BUILDING DEPT	218.24
588-596-718.000	TRANSPORTATION DEPT	38.94
592-536-718.000	PUBLIC SERVICES DEPT	135.56
592-537-718.000	PUBLIC WORKS DEPT	549.14
596-528-718.000	RUBBISH COLLECTION DISPOSAL DEPT	50.26

P.O.A.M. - PLYMOUTH TOWNSHIP

Invoice Amount: \$2,194.40

POAM & DISPATCH UNION DUES -NOV. 2021 (2

Check Date: 11/10/2021

101-000-240.301	POAM Union Dues	1,619.94
101-000-240.325	Dispatch Union Dues	574.46

PLYMOUTH POSTMASTER

Invoice Amount: \$1,350.00

WATER BILL POSTAGE - PERMIT #218 NOVEMBE

Check Date: 11/10/2021

592-536-851.000	PERMIT #218 NOVEMBER 2021 POSTAGE	1,350.00
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TEAMSTER LOCAL # 214

Invoice Amount: \$534.00

TEAMSTER LOCAL #214 OCTOBER 2021 (DETAIL

Check Date: 11/10/2021

101-000-240.592	Bartlett, James	59.00
101-000-240.592	Kitchen, Spencer	59.00
101-000-240.592	Krueger, Randy	62.00
101-000-240.592	Melow, Steven	62.00
101-000-240.592	Nelson, David	59.00
101-000-240.592	Overaltis, Joseph	59.00
101-000-240.592	Pumphrey, Z	59.00
101-000-240.592	Scholten, James	59.00

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	101-000-240.592	Thomas, James	56.00
TECHNICAL, PROFESSIONAL AND OFFICE-		Invoice Amount:	\$542.50
TPOAM UNION DUES - OCTOBER 2021		Check Date:	11/10/2021
	101-000-240.000	BONO, JENNIFER A.	46.50
	101-000-240.000	DOOLEY, DEB	15.50
	101-000-240.000	GORDON, CHERYL	31.00
	101-000-240.000	HAACK, DAVID	31.00
	101-000-240.000	VOLPE, ANNE	31.00
	101-000-240.000	LATAWIEC, KELLY	31.00
	101-000-240.000	LECLAIR, DIANE L.	31.00
	101-000-240.000	WASIL, BRETT	31.00
	101-000-240.000	MARTIN, CAROL R.	31.00
	101-000-240.000	PALMARCHUK, CHERI	31.00
	101-000-240.000	TRUESDELL, MARY ANN	15.50
	101-000-240.000	VISEL, SARAH J.	31.00
	101-000-240.000	DAN ATKINS	15.50
	101-000-240.000	CAROL MACDONELL	15.50
	101-000-240.000	GLENN MILLER	31.00
	101-000-240.000	HALSTEAD, ANNA	31.00
	101-000-240.000	TERRELL, DENISA	31.00
	101-000-240.000	DREITS, SARAH	31.00
	101-000-240.000	DEVOTO, CLAUDIA	15.50
	101-000-240.000	RICHARDSON, MIKE	15.50
SIMPLIFILE, LC		Invoice Amount:	\$36.25
BD Bond Refund		Check Date:	11/10/2021
	101-371-283.001	BP19-0022 - PB19-0479	36.25
VERIZON WIRELESS		Invoice Amount:	\$1,351.17
NOVEMBER 2021- WIRELESS BILLING ACCT #2		Check Date:	11/10/2021
	592-537-850.000	DPW	770.95
	101-228-850.000	INFO SERVICES WIRELESS DEVICES	0.23
	101-336-850.000	FIRE WIRELESS DEVICES	200.05
	101-751-850.000	PARK FOREMAN WIRELESS DEVICE IPAD	40.01
	588-596-850.000	FRIENDSHIP STATION	107.95
	101-325-850.000	DISPATCH	141.50
	596-528-850.000	SOLID WASTE	49.97
	101-371-850.000	BUILDING INSPECTOR	40.51
VERIZON WIRELESS		Invoice Amount:	\$894.96
NOVEMBER 2021 -- WIRELESS BILLING ACCT #1		Check Date:	11/10/2021
	592-537-850.000	DPW WIRELESS DEVICES	98.65
	101-228-850.000	INFO SERVICES WIRELESS DEVICES	59.22
	101-336-850.000	FIRE WIRELESS DEVICES	89.23
	101-751-850.000	PARK FOREMAN WIRELESS DEVICE	49.22
	101-253-850.000	TREASURER WIRELESS SERVICE	49.22
	101-301-850.000	POLICE DEPT. WIRELESS SERVICE	382.37
	101-371-850.000	BUILDING DEPT. WIRELESS SERVICES	117.83
	101-265-850.000	TWP. HALL	49.22
WESTERN TWNSPS UTILITIES AUTHORITY		Invoice Amount:	\$332,772.13
WTUA - OCTOBER 2021		Check Date:	11/10/2021
	592-538-828.000	Monthly Charges	151,005.42
	592-538-827.000	YUCA IPP-IWC	4,697.42
	592-537-757.000	Country Acres Pump Station	682.08
	592-000-181.000	Capital Improvement Program	176,387.21

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WOW! BUSINESS			Invoice Amount:	\$10.00
POLICE DEPT. SERVICE CHGS - NOVEMBER 2021			Check Date:	11/10/2021
	101-301-852.000	POLICE DEPT NOVEMBER 2021		10.00
Plymouth 848 LLC			Invoice Amount:	\$40,956.00
BD Bond Refund			Check Date:	11/10/2021
	101-371-283.011	BP219-0021		40,956.00
Material Handling Systems Inc			Invoice Amount:	\$1,370.00
BD Bond Refund			Check Date:	11/10/2021
	101-371-283.004	BP21-0094 - PB21-0584		1,370.00
RONNISCH CONSTRUCTION CO			Invoice Amount:	\$3,000.00
BD Bond Refund			Check Date:	11/10/2021
	101-371-283.003	BP21-0067 - PB21-0144		3,000.00
Ronnish Construction Group			Invoice Amount:	\$2,000.00
BD Bond Refund			Check Date:	11/10/2021
	101-371-283.002	BP21-0066 - PB21-0124		2,000.00
Material Handling Systems Inc			Invoice Amount:	\$5,000.00
BD Bond Refund			Check Date:	11/10/2021
	101-371-283.004	BP21-0092 - PB21-0584		5,000.00
FREUDENBERG-NOK			Invoice Amount:	\$1,463.75
BD Bond Refund			Check Date:	11/10/2021
	101-371-283.001	BP19-0022 - PB19-0479		1,463.75
CRITICAL MASS LLC			Invoice Amount:	\$25,000.00
BD Bond Refund			Check Date:	11/10/2021
	101-371-283.010	BTCO21-0019 - PB21-0376		25,000.00
M/I Homes of Michigan LLC			Invoice Amount:	\$1,500.00
BD Bond Refund			Check Date:	11/10/2021
	101-371-283.001	BP18-0061 - PB18-1004		1,500.00
M/I Homes of Michigan LLC			Invoice Amount:	\$1,500.00
BD Bond Refund			Check Date:	11/10/2021
	101-371-283.001	BP20-0036 - PB20-0777		1,500.00
CORELOGIC			Invoice Amount:	\$4,030.72
2021 Sum Tax Refund 78 064 99 0022 701			Check Date:	11/10/2021
	703-000-202.000	Accounts Payable		4,030.72
Total Amount to be Disbursed:				\$511,667.08



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: November 16, 2021

ITEM: Selection of Firm for Township Auditing Services

PRESENTERS: Supervisor Heise

BACKGROUND: At our November 9 meeting the Board interviewed the following firms for Township Auditing Services: Rehmann, UHY Advisors, and Yeo & Yeo. At tonight's meeting I would like the Board to make their selection pursuant to the motion suggested below.

PROPOSED MOTION: I move that the Board of Trustees approve an agreement with _____ to provide Township Auditing Services and authorize the Supervisor and Clerk to sign any required documentation subject to final review and approval by the Township Attorney.



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: November 16, 2021

ITEM: Hold Public Hearing for Creation of Industrial Development District (IDD) for the Ridge 5 Corporate Park

PRESENTER: Supervisor Kurt Heise, Clerk Jerry Vorva

BACKGROUND:

Pursuant to MCL 207.554, notice of a public hearing on the proposed Industrial Development District (IDD) for the Ridge 5 Corporate Park was published in a newspaper of general circulation on October 31, 2021. The notice was published in accordance with the law which requires notice to be published prior to the public hearing.

ACTION REQUESTED:

Hold Public Hearing.

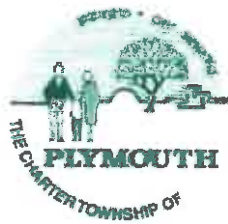
PROPOSED MOTION: N/A

Public Hearing opened at _____ Moved by: _____

Seconded by: _____

Public Hearing closed at _____ Moved by: _____

Seconded by: _____



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: November 16, 2021

ITEM: Creation of Industrial Development District (IDD) for "Ridge 5" parcel

PRESENTERS: Supervisor Heise, Clerk Vorva

BACKGROUND: We are requesting that the Board of Trustees establish an Industrial Development District (IDD) at the so-called "Ridge 5" development located at the southwest corner of Five Mile and Ridge Roads. The purpose in establishing this district is to allow for future tax abatements for that site. We are expecting that a company will be locating at the development in the weeks ahead, and will be requesting a 50 percent, 6-year real property tax abatement on a new construction project. Creation of this IDD will also incentivize future development at the site, and has the support of Hillside Development who owns and markets the site, which is zoned industrial with a high-tech overlay and is located in the Michigan International Technology Center (MITC). Tax abatements in the district have been contemplated by the MITC previously and will not impact the district's brownfield tax capture capabilities.

PROPOSED MOTION: I move to approve Resolution #2021-11-16-75 formally creating an Industrial Development District pursuant to the provisions of PA 198 of 1974, as amended, for the site described therein, commonly referred to as the "Ridge 5" Development project.

Motion by _____, supported by _____.

Heise____, Vorva____, Curmi____, Monaghan____, Stewart____, Clinton____, Doroshewitz____

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

RESOLUTION # 2021-11-16-75

RESOLUTION TO ESTABLISH AN INDUSTRIAL DEVELOPMENT DISTRICT

At a special meeting of the Board of Trustees for the Charter Township of Plymouth (the "Board"), held at Township Hall located at 9955 N. Haggerty Road, Plymouth, Michigan on November 16, 2021, the following resolution was offered:

**Resolution Establishing an Industrial Development District for "Ridge/5"
Industrial Park**

WHEREAS, pursuant to PA 198 of 1974, as amended, the Charter Township of Plymouth Board of Trustees has the authority to establish "Industrial Development Districts" within the Charter Township of Plymouth; and

WHEREAS, the Charter Township of Plymouth Board of Trustees on its own initiative seeks to establish an Industrial Development District on property located within the boundaries; and

WHEREAS, construction, acquisition, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the (newspaper) and/or public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on November 16, 2021 a public hearing was held at which all owners of real property within the proposed Industrial Development District and all residents and taxpayers of the Charter Township of Plymouth were afforded an opportunity to be heard thereon; and

WHEREAS, the Charter Township Board of Trustees deems it to be in the public interest of the Charter Township of Plymouth to establish the Industrial Development District as proposed; and

NOW, THEREFORE, BE IT RESOLVED by the Charter Township of Plymouth Board of Trustees that the following described parcel of land situated in the Charter Township of Plymouth, County of Wayne, and State of Michigan, to wit:

A parcel of land lying Easterly of Johnson Creek in the North 1/2 of Section 19, Town 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan, and being more specifically described as beginning at the Northeast corner of said Section 19; thence South 00 degrees 05 minutes 01 seconds West 2652.31 feet along the East line of said Section 19 and the centerline of Ridge Road to the East and West 1/4 line of said Section 19; thence South 88 degrees 36 minutes 35 seconds West 2956.62 feet along the East and West 1/4 line to an intermediate traverse line of the centerline of Johnson Creek; thence North 25 degrees 39 minutes 34 seconds East 1692.40 feet along the intermediate traverse line of Johnson Creek; thence North 38 degrees 58 minutes 31 seconds East 1499.20 feet along the intermediate traverse line of Johnson Creek to the North line of said Section 19 and the centerline of Five Mile Road; thence North 88 degrees 31 minutes 33 seconds East 1284.22 feet along the north line of said Section 19 and the centerline of Five Mile Road to the East line of said Section 19 and the point of beginning.

ALSO EXCEPTING a parcel of land owned by the Chesapeake and Ohio Railroad lying in the North 1/2 of Section 19, Town 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan, and being more specifically described as commencing at the Northeast corner of said Section 19; thence South 00 degrees 05 minutes 01 second West 447.57 feet along the East line of said Section 19 and the centerline of Ridge Road for the point of beginning of this exception description; thence continuing South 00 degrees 05 minutes 01 seconds West 108.84 feet along the East line of said Section 19 and the centerline of Ridge Road; thence North 65 degrees 21 minutes 35 seconds West 1263.63 feet to the North line of said Section 19 and the centerline of Five Mile Road; thence North 88 degrees 31 minutes 33 seconds East 224.91 feet along the North line of said Section 19 and the centerline of Five Mile Road; thence South 65 degrees 21 minutes 35 seconds East 1016.44 feet to the East line of said Section 19 and the point of beginning.

is established as an Industrial Development District pursuant to the provisions of PA 198 of 1974, as amended, to be known as the 'Ridge/5 Industrial Development District No. 1.'

Present: [Curmi, Clinton, Doroshewitz, Heise, Monaghan, Stewart, Vorva]

Moved by:

Supported by:

Roll Call Vote

Ayes:

Nays:

Adopted: Special Meeting of the Board of Trustees on November 16, 2021.

Jerry Vorva, Clerk, Charter Township of Plymouth

Certification

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

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

Jerry Vorva, Clerk
Charter Township of Plymouth

Date

Resolution: 2021-11-16-75



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: November 16, 2021

ITEM: Renewal of Towing Services Contract with Mayflower Towing.
Resolution #2021-11-16-76

PRESENTER: Lt. Daniel Kudra

BACKGROUND:

In 2018 the Township awarded a three-year contract to Mayflower Towing to provide our towing services. This contract took effect on January 1st, 2019 and will be expiring on December 31st, 2021. The Owner of Mayflower Towing has requested permission to revise his fee schedule, to reflect increases in fuel and labor costs. It is the recommendation of the Police Department that the revised fee schedule be adopted and the contract with Mayflower Towing be extended for another three years.

ACTION REQUESTED:

Approve the enclosed resolution adopting Mayflower Towing's revised fee schedule and renewing the three (3) year contract for towing services for the Charter Township of Plymouth with Mayflower Towing.

RECOMMENDATION:

Approve

PROPOSED MOTION: I move to approve Resolution #2021-11-16-76 to adopt the revised fee schedule and renew the contract for towing services for the Charter Township of Plymouth with Mayflower Towing for another three (3) years.

Moved By _____ Seconded By _____

ROLL CALL:

____ Vorva, ____ Monaghan, ____ Stewart, ____ Clinton, ____ Heise, ____ Curmi, ____ Doroshewitz

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

**RESOLUTION # 2021-11-16-76
AWARDING OF CONTRACT TO PROVIDE TOWING SERVICES
FOR PLYMOUTH TOWNSHIP**

At a special meeting of the Board of Trustees for the Charter Township of Plymouth (the "Board"), held at Township Hall, located at 9955 N. Haggerty Road, Plymouth, on November 16, 2021, the following resolution was offered:

WHEREAS, it is the intention of the Charter Township of Plymouth Board of Trustees to renew the agreement with Mayflower Towing to provide Towing services, and,

WHEREAS, after review and analysis of the information provided by the Township Police Department, it was recommended that a revised fee schedule be adopted and the contract for Township towing services with Mayflower Towing be renewed for an additional three years.

NOW THEREFORE, BE IT RESOLVED, that the Charter Township of Plymouth, by way of this resolution #2021-11-16-76, hereby adopts Mayflower Towing's revised fee schedule and renews the contract for towing services with Mayflower Towing for an additional three years.

Moved by:

Supported by:

Roll Call Vote:

Ayes:

Nays:

Motion Passed.

Jerry Vorva, Plymouth Township Clerk

Date

Certification

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

I hereby certify that the foregoing is a true and complete copy of the resolution adopted by the Board of Trustees at the regular Board Meeting dated November 16, 2021.

Jerry Vorva, Clerk
Charter Township of Plymouth

Date

Resolution # 2021-11-16-76

**FEE
SCHEDULE
COMPARISON**

Service	2019 Fee	2022 Fee	Comments
Towing of vehicles 5000 GVW and less	\$75.00	\$100.00	\$90.00 for Plymouth Township Residents
Towing of vehicles 5000 GVW to 10,000 GVW	\$85.00	\$125.00	
Towing of vehicles 10,000 GVW and up	\$95.00	\$150.00	
Towing of Vehicle's 20,000 GVWR and up	\$125.00 Per Hour	\$150.00 Per Hour	
Towing of accident vehicles	\$150.00	\$150.00	Starting
Storage per day to commence after 24 hours of impoundment	\$15.00 (Outdoor) \$25.00 (Indoor)	\$20.00 (Outdoor) \$30.00 (Indoor)	
Extra charge for dollies	\$45.00	\$45.00	
Extra charge for disconnecting linkages	\$45.00	\$45.00	
Extra charge for winching (off roadway	\$75.00	\$100.00	Starting
Extra charge for flatbeds	None	None	
Lockouts	\$65.00	\$75.00	
Tire Change	\$65.00	\$75.00	Plus \$20.00 for Under Vehicle
Gas Pickup	\$45.00	\$75.00	Plus Cost of Fuel
Motorcycles	\$100.00	\$150.00	
Hourly rate for additional service	\$75.00	\$100.00	

Items Highlighted in Yellow Are New Additions.

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

THIS AGREEMENT is entered into this 1st day of January, 2022, by and between the Charter Township of Plymouth, a Michigan municipal corporation, whose offices are located at 9955 Haggerty Road, Plymouth, Michigan, 48170 (hereinafter referred to as the "Township"), and Mayflower Enterprises, LLC d/b/a Mayflower Towing, a Michigan corporation, whose office is located at 1179 Starkweather, Plymouth, Michigan, 48170 (hereinafter referred to as the "Contractor"). **WITNESSETH:**

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

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

• **1. INDEPENDENT CONTRACTOR.**

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

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

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

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

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

• **2. DUTIES OF CONTRACTOR.**

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

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

Paragraph 2.03. The Contractor shall operate and maintain said facility and operation in a manner that is acceptable to the Township in promoting good community

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

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

and as outlined in the bid specifications for this agreement. All such equipment shall be maintained in good working order to safely perform the service required by this agreement.

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

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

Paragraph 2.07. The Contractor shall display the company name and phone number prominently and permanently on each of its vehicles in accordance with this Agreement. Contractor shall abide by the table of fees attached to Contractor's bid documents, which is incorporated herein by reference and made a part hereof as Appendix A.

Paragraph 2.08. The Contractor shall charge only for equipment actually needed and requested by police at the scene. No police scanners shall be allowed in Contractor's

towing vehicles unless approved by the Chief of Police. The Township reserves the right to hire specialized equipment outside the scope of this agreement when needed i.e., mobile cranes, or other heavy equipment which might be needed for special situations.

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

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

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

(60) days after the date by which the vehicle is eligible for auction. The Township shall adhere to reasonable rules and regulations set forth by the Contractor relative to access to the lot and building and shall not give bidders permission to violate the rules and regulations.

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

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

Paragraph 2.14. The Township reserves the right to cancel a request for services of the Contractor at any time, including up to the time of hook-up, without either the Township or owner or operator incurring any charges. If the owner of the vehicle arrives

on the scene before the vehicle is towed, and the vehicle can be safely moved by the owner in the opinion of the police officer in charge at the scene, no charges shall be incurred and the vehicle shall be released to the owner.

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

Paragraph 2.16. The Contractor shall have a tow truck at the scene in a timely manner to tow vehicles as requested by the Plymouth Township Police Department, the Plymouth Township Department of Public Services or other authorized Township representative(s). Furthermore, the Contractor shall clean up accident debris from the street upon response to accident scenes. If clean-up is requested and towing is not required there will be no clean-up charge to the Township. Clean-up shall be deemed complete when

inspected and approved by the Township official in charge at the scene. If Contractor does not arrive at the requested location within the limits of this contract, the police officer or Township employee may have the vehicle towed by another towing company to Contractor's yard at Contractor's expense and Contractor shall accept the vehicle for storage.

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

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

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

Paragraph 2.20. At the towing scene, or upon reasonable dispatch thereafter, the Contractor must provide the owner or operator of the motor vehicle with a written list itemizing towing fees, storage rates and other expenses. Additionally, the Contractor must

advise in writing the owner/operator of the right to remove any and all unattached personal property from the motor vehicle at the impoundment yard.

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

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

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

Paragraph 2.24. The Contractor shall provide the Township with a list of the names and addresses of all current employees/drivers and shall notify the Township of all changes

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

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

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

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

• **3. INSURANCE.**

Paragraph 3.01. From the date hereof until the termination of this Agreement, the Contractor shall carry general liability insurance, automobile insurance, workers

compensation, employers' liability insurance for any actions, claims, liability or damages caused to others arising out of the performance of this Agreement in amounts approved by the Township and as set forth in Exhibit E. Township shall be named as an additional insured on the general liability and automobile liability policies using the following wording: "Charter Township of Plymouth, all elected and appointed officials, all employees and volunteers, those working as agents or on behalf of the Township, boards, commissions and/or authorities, or board members, employees, and volunteers with respect to duties relating to the Golf Course" on ISO form B or broader. Township shall be notified of any cancellation of that insurance within 30 days. The cancellation clause shall read: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will provide 30 days written notice to the additional insured." Cancellation or lapse of the insurance shall be considered a material breach of this contract and the contract shall become null and void unless the Contractor immediately provides proof of renewal of continuous coverage to the Township. All insurance carriers shall be licensed and admitted to do business in the State of Michigan and acceptable to the Township. Proof of insurance meeting these requirements shall be provided to the Township before execution of this contract. CONTRACTOR shall furnish three (3)

complete copies of the acceptable Certificates of Insurance. CONTRACTOR shall also furnish to the Township the policy provisions and/or endorsements regarding notice of cancellation, nonrenewal, and similar notices. If any of the policies expire during the term of the Agreement, CONTRACTOR shall deliver renewal certificates and/or policies to Township, Chief of Police, at least ten (10) days prior to the expiration date.

• **4. INDEMNIFICATION.**

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

Paragraph 4.02. The Contractor shall indemnify and hold the Township and the Indemnified Persons harmless from any loss, expense, or liability of any nature (including attorney's fees) due to any and all suits, demands, actions, legal or administrative proceedings or claims arising or resulting from or in connection with:

- a. Any act or failure to act including negligence or misrepresentation by the Township or any Indemnified Person, whether attributable to the Township or contractor in connection with or resulting from this Agreement, the operations

of the Contractor, or any other activity; provided however that the Contractor shall not be obligated to indemnify the Township or any Indemnified Person under this section including costs and counsel fees if a court of competent jurisdiction finds that the liability in question was caused by the intentional misconduct or gross negligence of the Township and any Indemnified Person unless the court determines that, despite the adjudication of liability but in view of all the circumstances of the case, the Township or any Indemnified Person is fairly and reasonably entitled to indemnification which the court considers proper; and/or

- b. The negligent performance by the Contractor or its agents, employees, or officers of any work purportedly authorized to be performed under this Agreement; and/or
- c. Any loss or damage connected to or resulting from any work performed or authorized to be performed under this Agreement: and/or
- d. Any injury or damage to any person or property arising out of this Agreement or the Contractor's performance of this Agreement.

Paragraph 4.03. If any action or proceeding is brought against the Township or any Indemnified Person, connected to or resulting from any work performed or authorized

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

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

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

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

• **5. DUTY OF THE TOWNSHIP.**

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

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

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

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

• **6. NON-DISCRIMINATION.**

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

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

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

7. DEFAULT.

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

8. PERFORMANCE BOND.

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

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

• **9. NOTICES.**

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

10. PRICES AND PAYMENTS.

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

11. PREVENTION AND SATISFACTION OF LIENS.

Paragraph 11.01. The Contractor agrees not to file, assert, or prosecute, nor to allow construction, mechanic's or materialmen's liens to be filed or continued against any Township property for services performed, or for materials, machinery, or equipment furnished in connection with the work to be performed by the Contractor or by the

Contractor's sub-contractors. In the event any such lien is nevertheless filed, the Contractor agrees to, at the Contractor's expense, to take any and all steps necessary and proper for the release, satisfaction and discharge of said lien.

12. PERMITS AND LICENSING.

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

13. RIGHT TO CONTROL.

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

14. TAXES.

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

15. CANCELLATION OF AGREEMENT.

Paragraph 15.01. Cancellation by Township. The Contractor shall be given fourteen (14) days to remediate problems after notification by the Township. If the problems are not addressed to the satisfaction of the Township, the Township may give written notice of cancellation. This Agreement may be canceled by the Township by giving seven (7) days written notice addressed to the Contractor and sent by certified mail or hand delivered

to the Contractor's address as shown herein. The police department may call another towing company if the Contractor does not respond in a timely manner or does not provide adequate equipment necessary to provide the services as required by the Agreement.

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

16. MISCELLANEOUS.

Paragraph 16.01. This Agreement may not be assigned or sub-contracted without the prior written consent of the Township. The member(s) of Mayflower Enterprises, LLC d/b/a Mayflower Towing agrees not to sell or assign their interests in the company without the consent of the Township. Further, the Contractor warrants and represents that it is familiar with the towing and impoundment requirements of the Township and is capable of rendering all services as required herein.

Paragraph 16.02. The invalidity of any portion of this Agreement shall not affect the remainder of the Agreement, unless the Township shall so elect. In the event any terms of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, the validity of the other terms of this Agreement shall not be affected and shall remain in full force and effect. The Contractor acknowledges that the Township has made and does make

no warranties or representations with respect to the Township's obligations imposed hereunder except as herein set forth. The Contractor acknowledges that it has made a thorough independent investigation as to its undertakings hereunder and as to the actual conditions and requirements of the work and the amount of work to be done.

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

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

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

Paragraph 16.06. This Agreement is for the sole benefit of the parties, and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or

entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this agreement.

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

17. AMENDMENTS.

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

18. RECORDKEEPING/DOCUMENTATION.

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

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

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

19. INVOICE AND FEES.

Paragraph 19.01. Any customer service, including accidents, impounds or private tows, received through a request of the Plymouth Township Police Department shall be invoiced according to the fee schedule which was attached to Contractor's bid proposal and has been incorporated by reference pursuant to **Paragraphs 2.07 and 10.01 as Appendix A.**

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

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

WITNESSES:

**CHARTER TOWNSHIP OF
PLYMOUTH**

Supervisor Kurt Heise

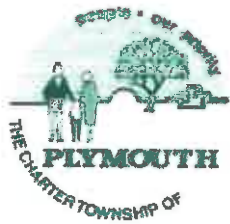
Clerk Jerry Vorva

WITNESSES:

MAYFLOWER AUTO TRANSPORT, INC.

**APPENDIX
A FEE
SCHEDULE**

Service	Fee	Comments
Towing of vehicles 5000 GVW and less	\$100.00	\$90.00 for Plymouth Township Residents
Towing of vehicles 5000 GVW to 10,000 GVW	\$125.00	
Towing of vehicles 10,000 GVW and up	\$150.00	
Towing of Vehicle's 20,000 GVWR and up	\$150.00 Per Hour	2 Hour Minimum
Towing of accident vehicles	\$150.00	Starting
Storage per day to commence after 24 hours of impoundment	\$20.00 (Outdoor) \$30.00 (Indoor)	
Extra charge for dollies	\$45.00	
Extra charge for disconnecting linkages	\$45.00	
Extra charge for winching (off roadway	\$100.00	Starting
Extra charge for flatbeds	None	
Lockouts	\$75.00	
Tire Change	\$75.00	Plus \$20.00 for Under Vehicle
Gas Pickup	\$75.00	Plus Cost of Fuel
Motorcycles	\$150.00	
Hourly rate for additional service	\$100.00	



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: November 16, 2021

ITEM: Request to Approve and Support an Application to EGLE's Brownfield Redevelopment Grant and Loan Program for the Courthouse Grille PUD

PRESENTERS: Supervisor Kurt Heise
Township Planner Laura Haw, AICP, NCI (McKenna)

BACKGROUND:

The redevelopment of the Courthouse Grille property (41661 Plymouth Road) into a Planned Unit Development (PUD) also consists of an approved Brownfield Plan to remediate the onsite contamination. The new applicant for the PUD, District Capital Detroit, is seeking to amend the existing Brownfield Plan and secure a Brownfield Redevelopment Grant and Loan Program from the Michigan Department of Environment, Great Lakes and Energy (EGLE).

To start this process, District Capital Detroit must submit a Project Proposal request with EGLE to be considered for the program (this is a very competitive process). The applicant is requesting Township approval and support to take this first step. Please note, this is a non-binding application, no commitment is required at this time. Should EGLE extend an invitation to the applicant to submit a full application, further Township authorization would be required.

The applicant's consultant for this application (Jamieson Development) has prepared the enclosed memorandum which further explains EGLE's program, the process, and what they hope to request. Also enclosed is a summary sheet from EGLE which provides additional background information.

ACTION REQUESTED:

A motion to approve and support the initiation of EGLE's Brownfield Redevelopment Grant and Loan Program by District Capital Detroit.

PROPOSED MOTION:

I move to approve and support the initiation of EGLE's Brownfield Redevelopment Grant and Loan Program by District Capital Detroit for the Courthouse Grille PUD.

Moved By _____ Seconded By _____

ROLL CALL:

___ Vorva ___ Curmi ___ Clinton ___ Monaghan ___ Doroshewitz ___ Stewart ___ Heise

MEMORANDUM

DATE: November 9, 2021

TO: Charter Township of Plymouth Board of Trustees

FROM: Anne Jamieson-Urena, Jamieson Development Consulting

SUBJECT: Consideration of a EGLE Grant and Loan Proposal Application for the Courthouse Grille Restaurant site (commonly known as 41661 Plymouth Road)

On May 20th, 2020, the Charter Township of Plymouth Brownfield Redevelopment Authority (PBRA) Adopted a Brownfield Plan (Plan) for the former Courthouse Grille site. Following the adoption of the Plan it was discovered that additional environmental challenges may be present on the property based on the identification of widespread historic landfilling operations across the majority of the Property. The Department of Environment, Great Lakes, and Energy (EGLE) and Applied Environmental determined that it would be necessary for additional sampling and analysis of soil and groundwater to be conducted at the Property, if the proposed project at the time, Hillside Residences was to be constructed. Based on a number of factors the former development team bowed out of the development project at the end of the Summer 2020.

As a result, District Capital Detroit entered into a purchase agreement with the current owner on November 23, 2020 and has proposed to build a multi-family development located on the existing Courthouse Grille Restaurant site (commonly known as 41661 Plymouth Road). The project will consist of a single, state of the art multi-family building with four levels of units above 2 levels of secure garage parking. District Capital Detroit has formed Courthouse Development LLC (Courthouse Development), a single purpose LLC for the purpose of redeveloping this property.

In January 2021, Applied Environmental was engaged to complete a supplemental Phase II ESA to identify additional areas of contamination at the property that would present an environmental challenge to the development. A total of 28 soil samples and 2 groundwater samples were collected for laboratory analysis. Soil and groundwater samples were analyzed for Volatile Organic Compounds (VOCs), Polynuclear Aromatic Hydrocarbons (PNAs), and Michigan 10 Metals.

Based on the results of the Phase II ESA, concentrations of several VOCs including: n-Butylbenzene, 2-Methylnaphthalene, and Naphthalene were detected on the

southcentral portion of the subject property. Concentrations of PNAs including: Acenaphthene, Acenaphthylene, Anthracene, Benzo(a)anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Benzo (g, h, i) perylene, Benzo(a)pyrene, Chrysene, Dibenzo (a, h) anthracene, Fluoranthene, Fluorene, Indeno(1,2,3-cd) pyrene, 2-Methylnaphthalene, Naphthalene, Phenanthrene, and Pyrene were detected in soil samples throughout the Property. As well as metals, including Arsenic, Barium, Cadmium, Total Chromium, Copper, Lead, Mercury, Total, Selenium, Silver, and Zinc were detected throughout Property.

Based on these findings it was determined that the Brownfield Plan should be Amended and an EGLE Grant and Loan be sought to address the additional cost to accommodate the new proposed development structural and environmental challenges.

Therefore, Jamieson Development Consulting is under contract with Courthouse Development to evaluate the existing conditions on the site with the development teams engineers and environmental consultants; and apply for on behalf of Courthouse Development in collaboration with the Charter Township of Plymouth for a EGLE Grant/Loan in the amount of a \$1 Million Grant and a \$1 Million Loan to offset the Brownfield conditions presenting development and gap financing challenges on the Property.

Brownfield grants and loans are available from EGLE for projects that promote economic development and reuse of brownfield properties. Grants and loans can be used for environmental assessments and cleanups at properties with known or suspected contamination. EGLE grants and loans can help communities:

- Revitalize abandoned properties and return them to tax rolls
- Attract developers to brownfields
- Avoid sprawl by reusing properties with existing infrastructure

Applicants may be local units of government including brownfield redevelopment authorities (BRAs), economic development corporations, or other public bodies created pursuant to state law.

ELIGIBLE ACTIVITIES

Grants and loans can pay for:

- Environmental evaluations/assessments
- Baseline Environmental Assessments
- Due care planning and implementation
- Response Activities
- Demolition, lead, mold, and asbestos abatement

FUNDING

- Up to \$1 million grant and \$1 million loan per project, or more for projects with significant economic or environmental benefits
- Grants are available to determine whether a property with redevelopment potential is contaminated, and for due care and cleanup at contaminated properties with a specific redevelopment, when economic benefits will exceed the grant amount
- Loans may be used at properties with suspected contamination and economic development potential
- Grants cannot benefit a party responsible for an activity causing contamination. Loans may be available when a responsible party will benefit, but with some restrictions

LOAN TERMS

- Interest rate is 1.5 percent
- 15-year payback, beginning with a 5-year interest-free, payment-free grace period
- Loans may be repaid through a BRA using tax increment financing

The application process is a two-step used to apply for a grant or loan from the EGLE's Brownfield Redevelopment Grant and Loan Program.

- Part I – which is the Proposal, does not require any motion by the BRA or City Council/Commission and can just be signed by the Authorized Agent – this can be by the Executive Director of the BRA OR the Township Supervisor – this is a Non-binding application, and this is just to get the dollars secured in the next month or so, as this is a very competitive process.

Part II – Is the Budget, which outlines all the eligible environmental costs that could be covered by the Grant and Loan.

Part III –We would submit this once the Amended Brownfield Plan, and Preliminary Site Plans have been approved to solidify the contract with EGLE.

Courthouse Development appreciates your consideration for allowing us to make application for the EGLE Grant and Loan.



ACT 381 BROWNFIELD TAX INCREMENT FINANCING FACT SHEET

Developers of brownfield sites can be reimbursed for eligible environmental costs with their own property taxes. When development results in higher property values, local brownfield redevelopment authorities (BRAs) may approve reimbursement from increased property taxes. This is known as tax increment financing (TIF) and is authorized under the Brownfield Redevelopment Financing Act, PA 381 of 1996 (Act 381). Even school taxes can be used toward brownfield redevelopment costs when an Act 381 work plan is approved by the Michigan Department of Environment, Great Lakes, and Energy (EGLE). TIF can help:

- Revitalize abandoned properties and return them to tax rolls
- Attract developers to brownfields, creating jobs and investment, and increasing nearby property values
- Provide a source of repayment for EGLE Brownfield Redevelopment Loans
- Reduce sprawl by reusing properties with existing infrastructure

WHO CAN USE TIF? A BRA or developer through a BRA

ELIGIBLE ACTIVITIES

A property must be contaminated to be eligible for EGLE TIF. If contamination is suspected but not known, EGLE TIF can be used for site investigation. Eligible activities include:

Phase I and Phase II Environmental Site Assessments and Baseline Environmental Assessments (BEAs)*

Asbestos, mold, and lead surveys, hazardous materials surveys, and pre-demolition surveys*

Due Care Activities

- Due care investigation and planning*
- Documentation of due care compliance*
- Activities performed to protect human health and the environment, such as removing contaminated soil or installing vapor mitigation systems or exposure barriers

Response Activities

- Remedial actions
- Demolition under some circumstances
- Lead, mold, or asbestos abatement when there is an imminent and significant threat
- And many more (refer to the Act 381 Work Plan Guidance for additional eligible environmental activities)

** School and local taxes are pre-approved. Pre-approved activities may be conducted prior to adoption of a Brownfield Plan and do not require approval by EGLE for the use of school taxes.*

TIF APPROVAL PROCESS

1. BRA and local unit of government approve the Brownfield Plan. Public notifications and a public hearing are required.
2. If EGLE school TIF approval will be requested, submit draft Act 381 Work Plan to EGLE (optional).
3. BRA or local government submits Act 381 Work Plan to EGLE.
4. EGLE reviews and provides response within 60 days.
5. Local government or BRA administers TIF capture and is subject to reporting requirements.

HOW BROWNFIELD TIF WORKS

When a contaminated property is redeveloped and the property value increases, the difference between taxes on the base value and taxes on the new value is the tax increment. The tax increment can be reimbursed to a developer or other investor for eligible redevelopment costs. No existing taxes are taken away from a taxing jurisdiction; instead the increment is deferred for the duration of the approved brownfield plan.

CONTACT US

Ron Smedley, Federal Brownfield
Specialist
SmedleyR@michigan.gov
517-242-9048
www.michigan.gov/eglebrownfields
#mibrownfields

