

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES STUDY SESSION**

Tuesday, January 17, 2017  
7:00 PM



**CALL TO ORDER at \_\_\_\_\_ P.M.**

**A. ROLL CALL:** Kurt Heise\_\_\_\_\_, Mark Clinton\_\_\_\_\_, Chuck Curmi \_\_\_\_\_,  
Bob Doroshewitz \_\_\_\_\_, Jerry Vorva \_\_\_\_\_, Jack Dempsey \_\_\_\_\_,  
Gary Heitman \_\_\_\_\_

**B. APPROVAL OF AGENDA**  
Study Session - Tuesday, January 17, 2017

**C. PUBLIC COMMENTS AND QUESTIONS**

**D. WTUA UPDATE – Patrick Fellrath**

**E. DISCUSSION ON EASEMENT REQUESTS**

1) Storm Drain Agreement and Resolution as Required by Wayne County

**F. PROPOSED ETHICS ORDINANCE**

**G. BIDDING OUT OF PROFESSIONAL SERVICES**

**H. DDA APPOINTMENTS**

**I. DEPARTMENT HEAD/ NON REPRESENTED EMPLOYEE SALARIES**

**J. DISCUSSION ON BOARD PROCEDURES AND BILL REVIEW**

**K. SUPERVISOR AND TRUSTEE COMMENTS**

**L. PUBLIC COMMENTS AND QUESTIONS**

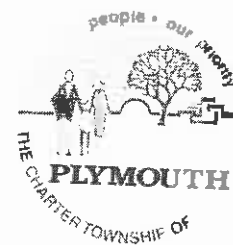
**M. CLOSED SESSION**

At \_\_\_\_\_ p.m. \_\_\_\_\_ moved that a closed session be called  
for the purpose of discussing ongoing litigation pursuant to OMA Section 8(e).  
Seconded by \_\_\_\_\_

At \_\_\_\_\_ p.m. \_\_\_\_\_ moved that the Board return to Open  
Session. Seconded by \_\_\_\_\_.

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES STUDY SESSION**

Tuesday, January 17, 2017  
7:00 PM



**N. ADJOURNMENT**

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



**CHARTER TOWNSHIP OF PLYMOUTH  
REQUEST FOR BOARD ACTION**

**MEETING DATE:** January 17, 2017

**ITEM:** Analysis of Alternatives for Managing City Sanitary Flows Tributary to the Plymouth Township and WTUA Sanitary Sewer Systems

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

**OTHER INDIVIDUALS IN ATTENDANCE:**

Aaron Sprague, WTUA Director of Operations  
Michael C. MacDonald, P.E., Vice President, HRC

**BACKGROUND:**

On November 3, 2016, the Plymouth Township Board of Trustees passed a Resolution stating Plymouth Township's intent to cease wastewater flows to the Wayne County Rouge Valley Sewage Disposal System (RVIS) on/or before July 1, 2017. The other members of WTUA, namely Canton Township and Northville Township, passed similar resolutions in 2016.

WTUA is scheduled to provide notice to Wayne County on/or before the County deadline of February 1, 2017 of its intention to cease all WTUA member wastewater flows to the County's RVIS on/or before July 1, 2017, per the approved community resolutions. Upon cessation of flows to the County's RVIS, WTUA will pump all its member flows to the YCUA system.

Currently, a portion of the City of Plymouth's sanitary wastewater flow is tributary to the Township/WTUA service area; this flow is commingled, collected and pumped to the County's RVIS via WTUA. As mentioned in past Board of Trustees' meetings, alternatives exist for managing the City's wastewater flow when WTUA diverts all its member flows, including Plymouth Township's, to the YCUA system.

Tonight's presentation will provide the Board of Trustees a brief history and an updated analysis including life cycle cost of the possible alternatives for managing the City's wastewater flows tributary to the Township/WTUA system when all WTUA flows are diverted to the YCUA system.

**ACTION REQUESTED:** N/A

**BUDGET/ACCOUNT NUMBER:** N/A

**MODEL RESOLUTION:** N/A

**ATTACHMENTS:** LCCA Alternatives; HRC Memo; PW Analysis; Pump Station Letter; Design/Construction Schedule; Route Plan Sheets – Gravity; and Route Plan Sheets – Pumped

Plymouth Township  
Sewer Separation Lifecycle Evaluation  
Present Worth Analysis  
January 12, 2016

**Alternative 1 Separation Option 1 - Gravity Sewer for Plymouth Township (Ann Arbor Road Outlet)**

**PRESENT WORTH ANALYSIS**

<u>TOWNSHIP CAPITAL COST</u>	PRESENT WORTH <sup>(1)</sup>	SERVICE LIFE (YEARS)	NET PW (PW - SALVAGE VALUE <sup>(3)</sup> )
Segment I Gravity Sewer - Paid by City of Plymouth	\$ 0	50	\$ 0
Segment II Gravity Sewer - Plymouth Township <sup>(1)</sup>	\$ 8,709,250	50	\$ 6,490,000
Plymouth Twp Share WTUA Improvements <sup>(2)</sup>	\$ 1,483,000	50	\$ 1,105,000
	\$		\$
<b>TOTAL CAPITAL COST</b>	<b>\$ 10,192,250</b>		<b>\$ 7,595,000</b>
		PRESENT WORTH OF SALVAGE VALUE	\$ 2,597,250
<b>SEWER CLEANING MAINTENANCE COSTS</b>	FUTURE COST <sup>(4)</sup>	2016 PW Cost	
Sewer Inspection/Cleaning at Year 10	\$ 30,238	\$ 19,706	
Sewer Inspection and Cleaning at Year 20	\$ 40,638	\$ 17,258	
TOTAL Present Worth of Cleaning O&M			\$ 36,964
<b>PRESENT WORTH</b>			<b>\$ 7,631,964</b>

Notes:

- (1) Capital Costs for Segment II Sewer Include 25% for Contingency and Design/Construction Engineering
- (2) Plymouth Township Share of \$9.98M in WTUA Improvement is ~\$1.5M (updated values from A. Sprague 1/9/2017)
- (3) Present Worth Costs are based on Straight Line Depreciation and no inflation.  
Cost is based on a study period of 20 years and a discount rate of 4.375%
- (4) Assumes \$2.50/foot for sewer cleaning and a 3% Yearly Labor Increase

Plymouth Township  
Sewer Separation Lifecycle Evaluation  
Present Worth Analysis  
January 12, 2016

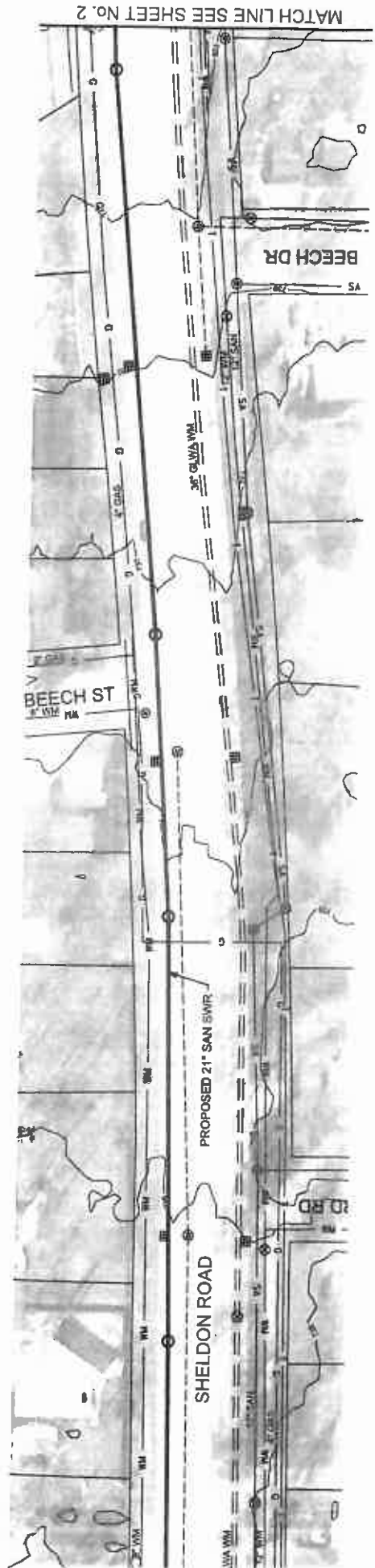
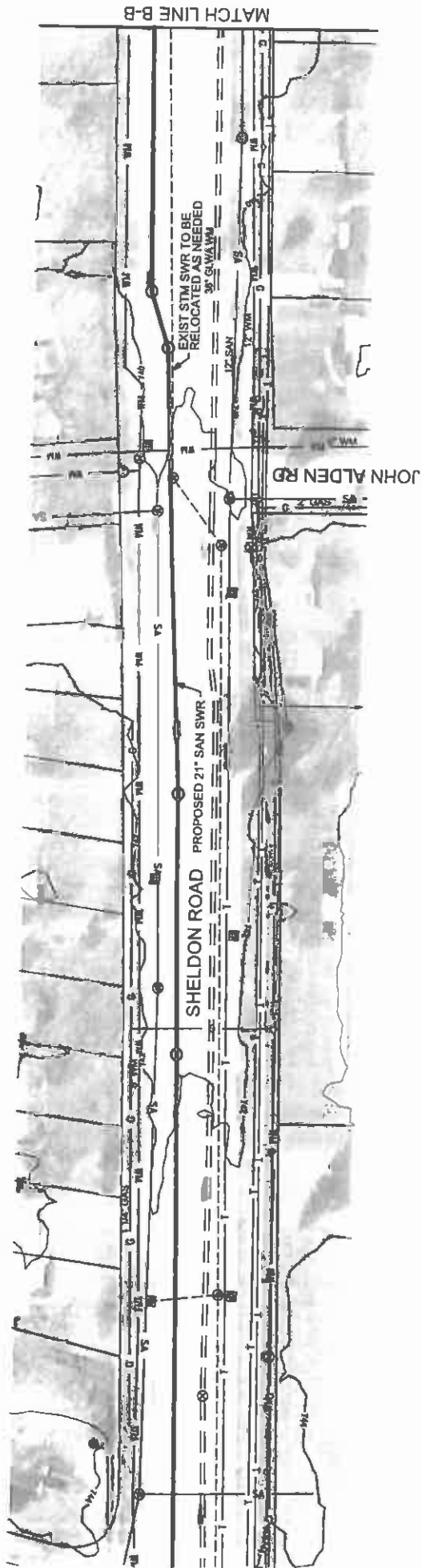
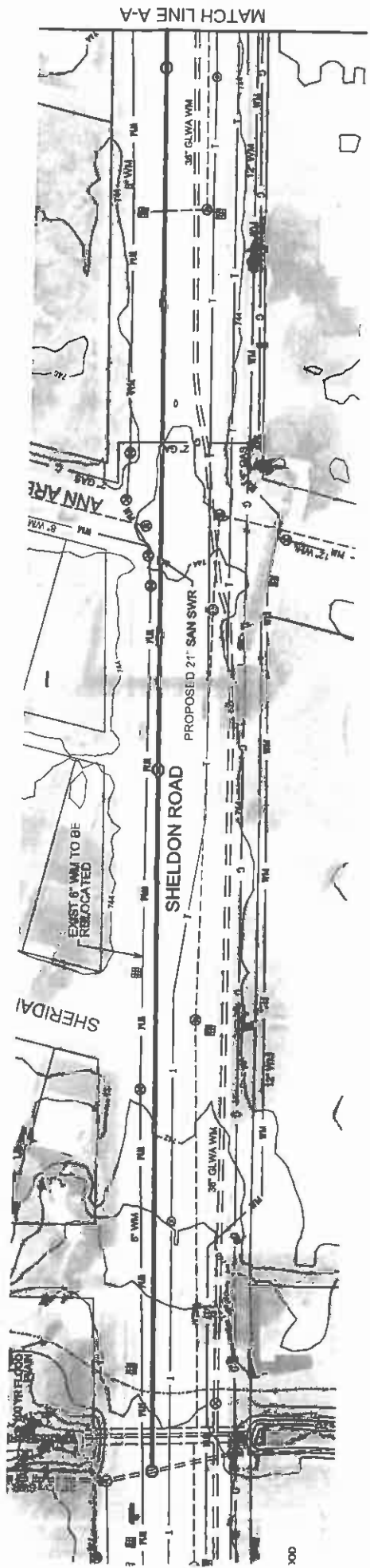
**Alternative 1 Separation Option 2 - Gravity Sewer for City and Pump Station for Township (Ann Arbor Road Outlet)**

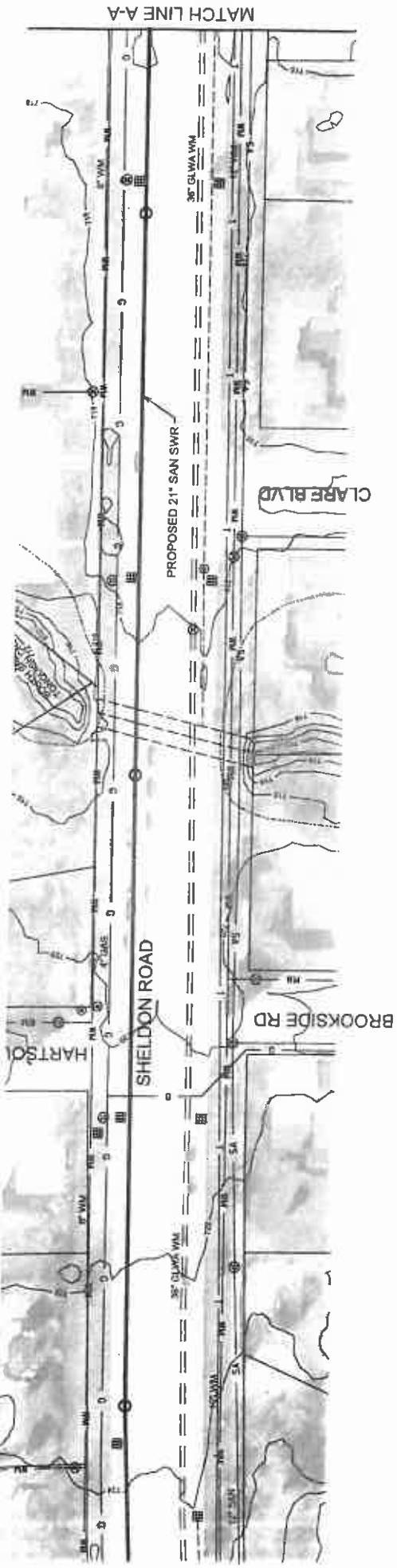
**PRESENT WORTH ANALYSIS**

<u>CAPITAL COST</u>	PRESENT WORTH	SERVICE LIFE (YEARS)	NET PW (PW - SALVAGE VALUE <sup>(4)</sup> )
Segment I Gravity Sewer - Paid by City of Plymouth Pump Stations, Force main and Sewer <sup>(1)</sup>	\$ 0	50	\$ 0
Plymouth Twp Share WTUA Improvements <sup>(2)</sup>	\$ 5,138,750	50	\$ 3,829,000
PS 1 Pump and Controls Replacement at Year 20 <sup>(3)</sup>	\$ 1,500,000	50	\$ 1,118,000
PS 2 Pump and Controls Replacement at Year 20 <sup>(3)</sup>	\$ 49,229	20	\$ 28,322
	\$ 49,229	20	\$ 28,322
<b>TOTAL CAPITAL COST</b>	<b>\$ 6,737,208</b>		<b>\$ 5,003,644</b>
		PRESENT WORTH OF SALVAGE VALUE	\$ 1,734,000
<b><u>ANNUAL OPERATION AND MAINTENANCE COST</u></b>			
Annual Electricity Costs		\$ 10,000	
Natural Gas		\$ 3,000	
Operations and Maintenance		\$ 17,000	
TOTAL ANNUAL O, M & R COST		\$ 30,000	
		PRESENT WORTH OF O&M COST	\$ 394,000
<b>NET PRESENT WORTH</b>			<b>\$ 5,397,644</b>

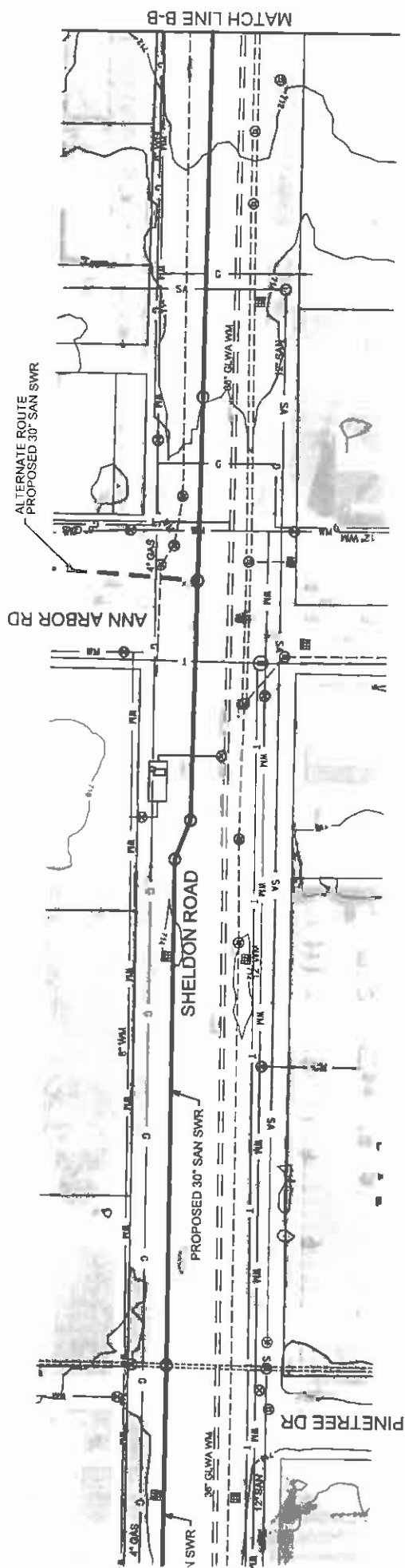
Notes:

- <sup>(1)</sup> Capital Costs for Segment II Sewer Include 25% for Contingency and Design/Construction Engineering
- <sup>(2)</sup> Plymouth Township Share of \$9.98M in WTUA Improvement is ~\$1.5M (updated values from A. Sprague 1/9/2017)
- <sup>(3)</sup> Replacement Cost of \$95,000 at year 20 plus 1% escalation per year
- <sup>(4)</sup> Present Worth Costs are based on Straight Line Depreciation and no inflation.

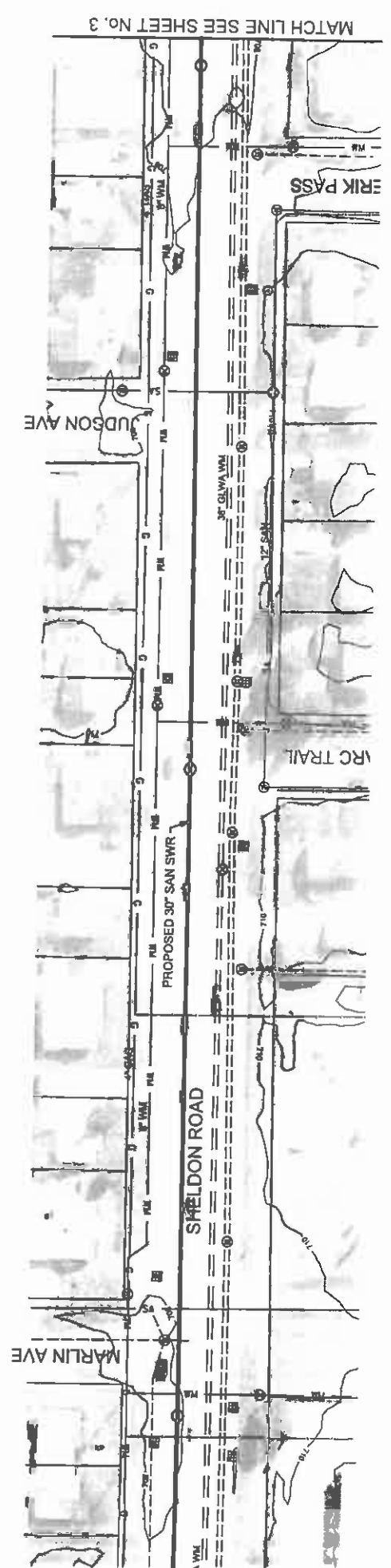




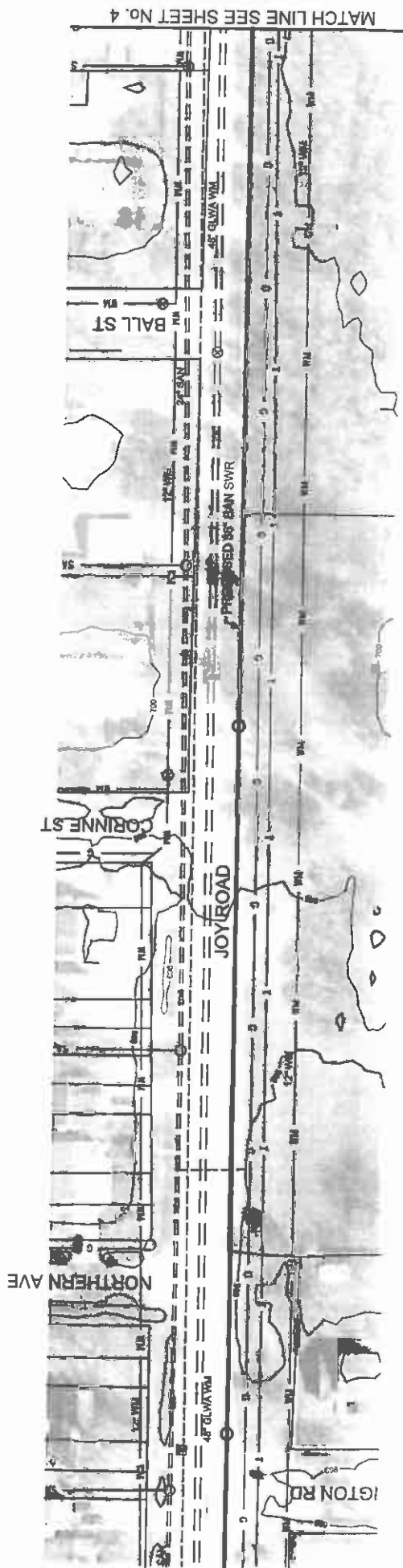
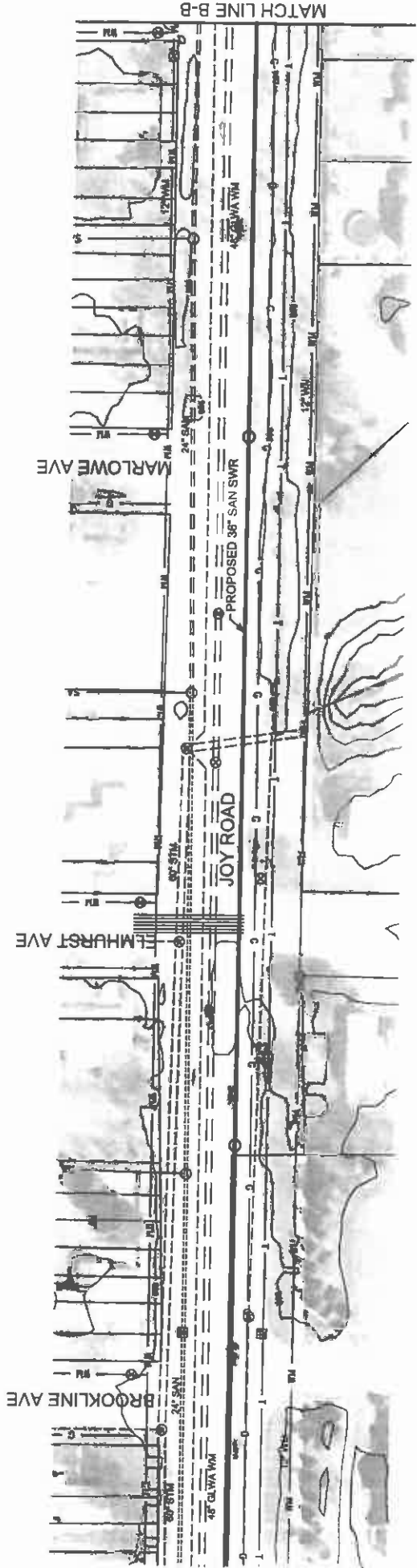
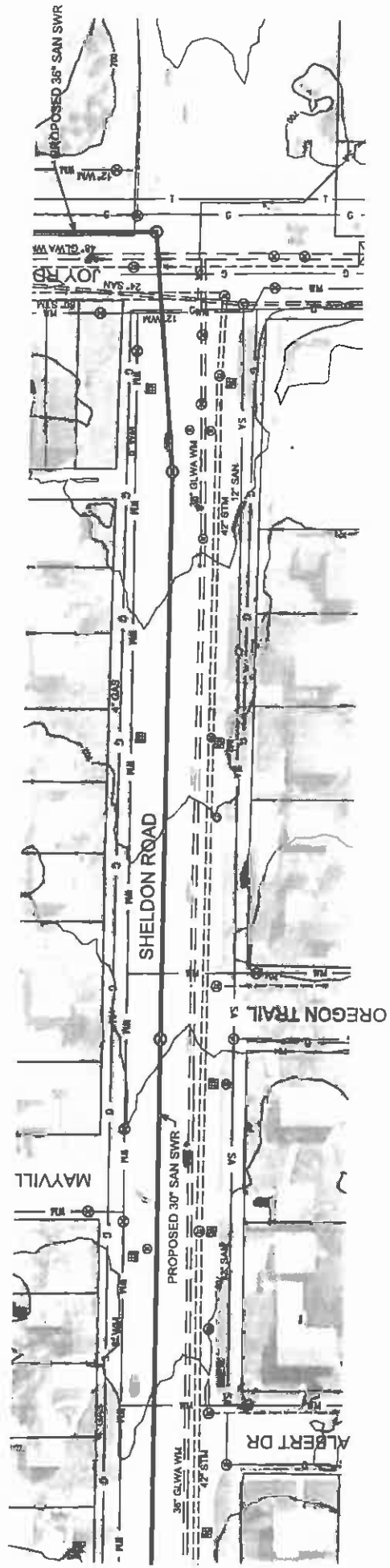
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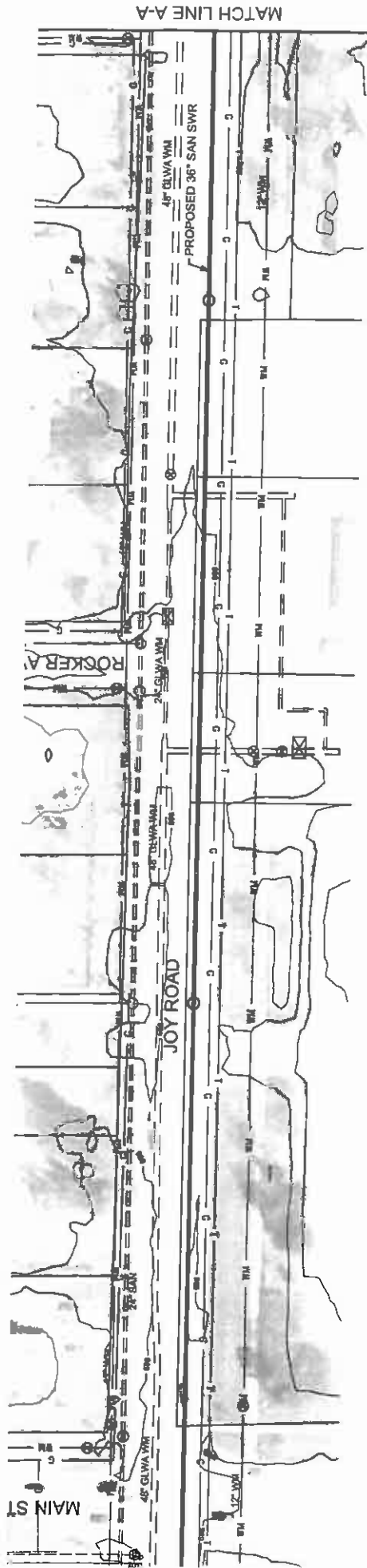


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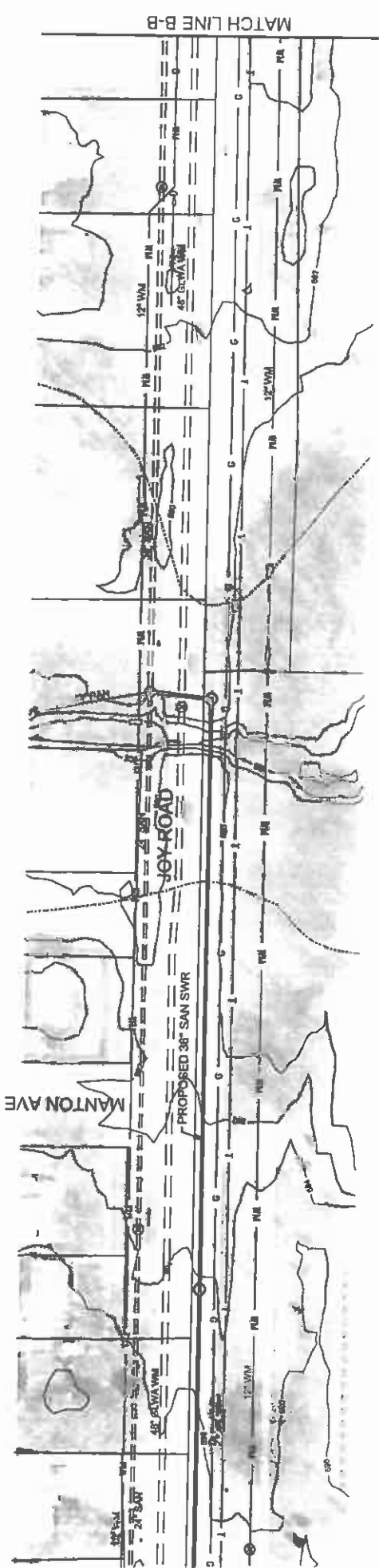
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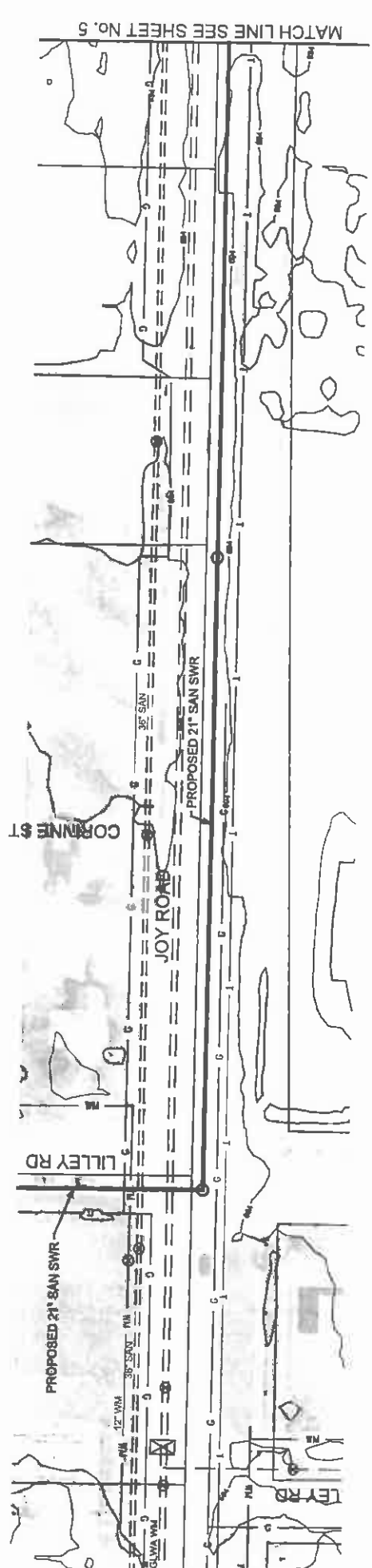




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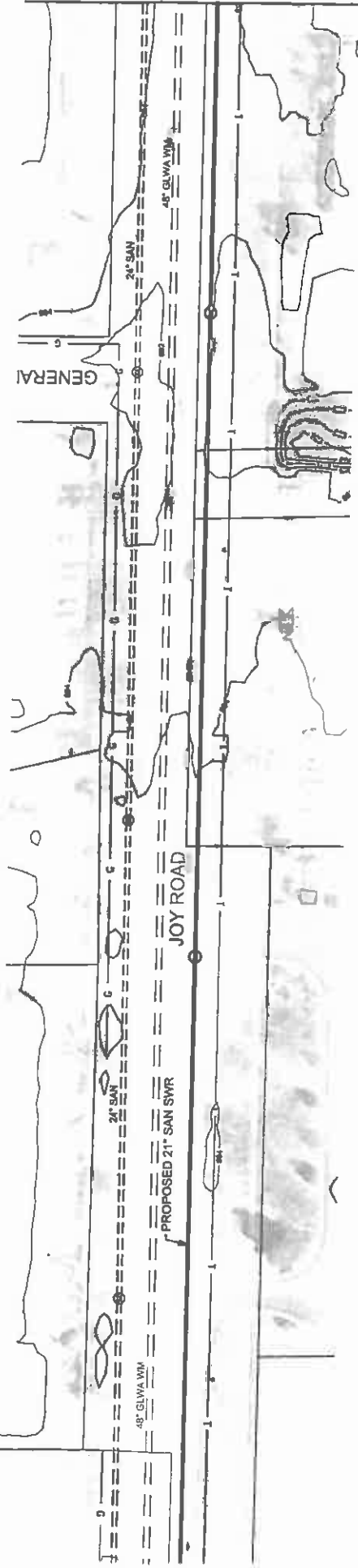


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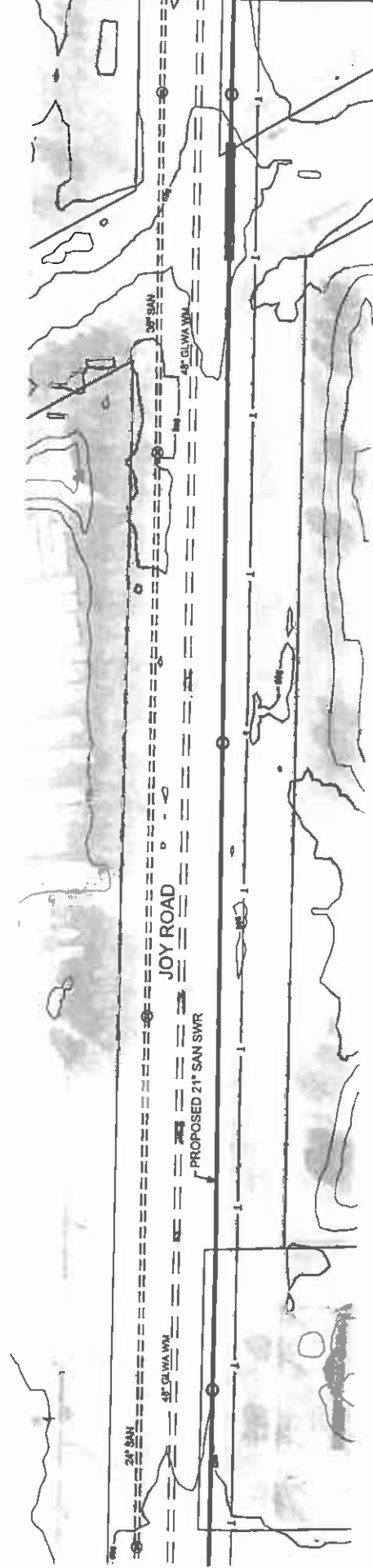


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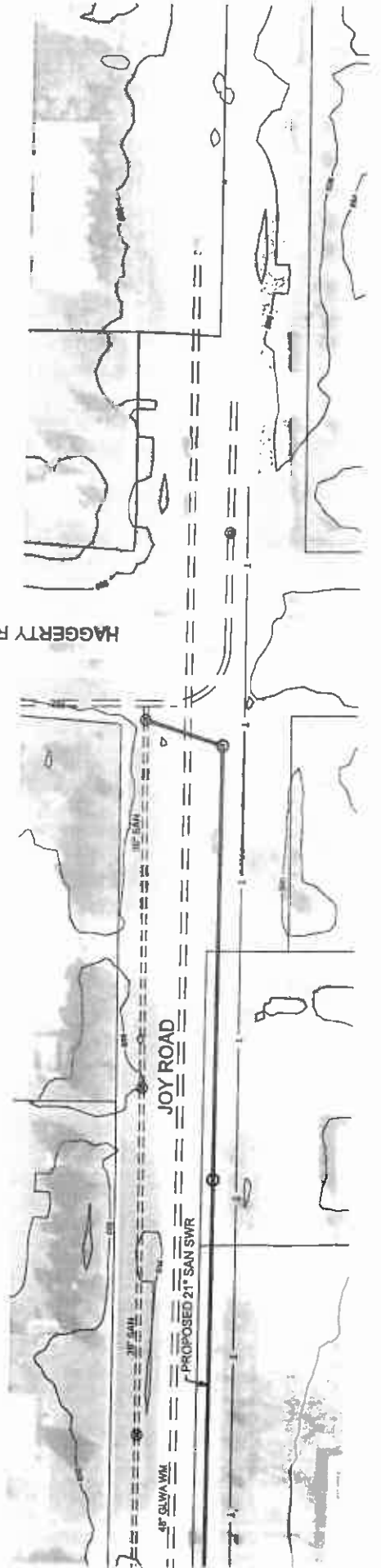
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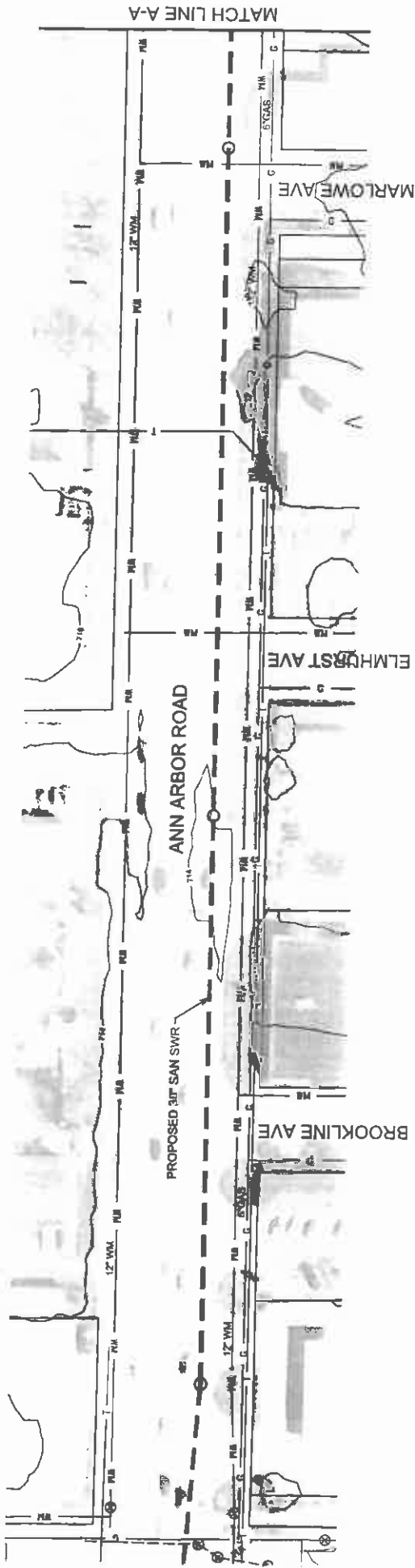


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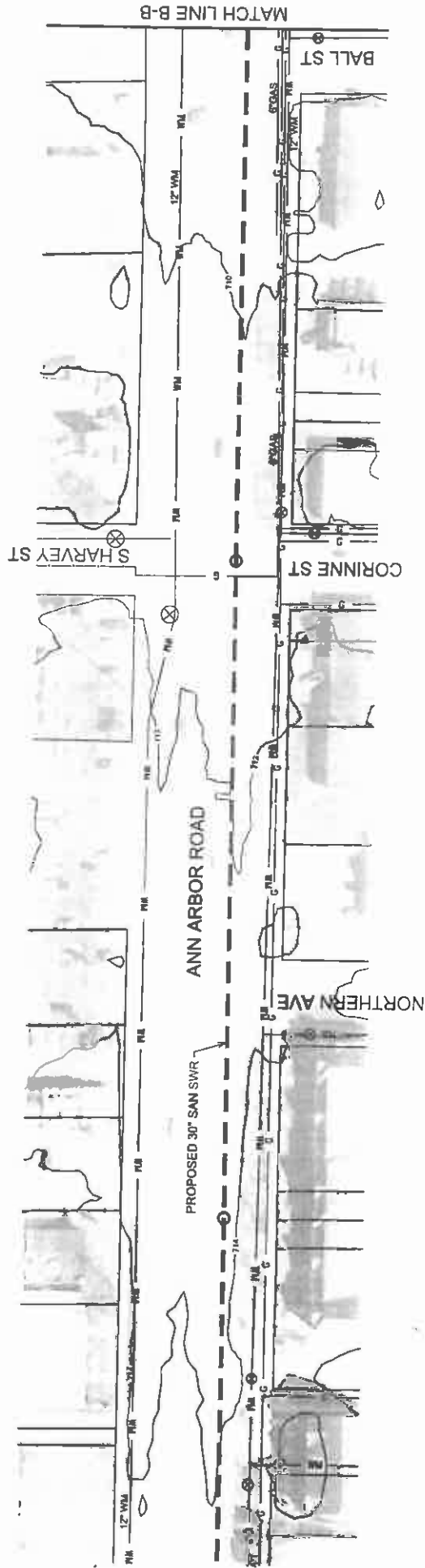


HAGGERTY RD

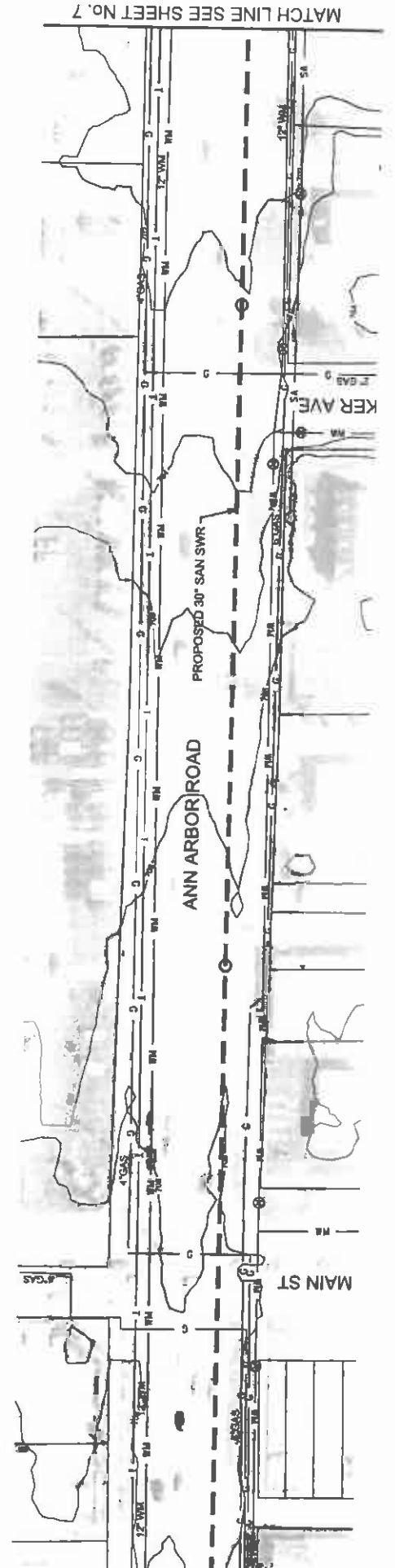




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**Plymouth Township  
Sewer Separation Evaluation  
Present Worth Analysis  
January 12, 2016**

**Summary of Alternatives' Costs**

**Payback Analysis on a Present Worth Basis**

	ALTERNATIVE 1 - SEPARATION OF CITY AND TOWNSHIP FLOWS		ALTERNATIVE 2	ALTERNATIVE 3
	Option 1 - Gravity Sewer with Outlet to Ann Arbor Road	Option 2 - Pump Stations with Outlet to Ann Arbor Road	Continued Comingling - All Township and City Flow Diverted to YCUA	Continued Comingling - Split Township Flow to YCUA and City Flow to Wayne County
<b>Capital Costs</b>				
WTUA Total Improvement Cost	\$ 8,970,000	\$ 9,970,000	\$ 12,865,000	\$ 10,500,000
Plymouth Township Share of WTUA Improvement Cost <sup>(1)</sup>	\$ 1,483,333	\$ 1,483,333	\$ 1,483,333	\$ 1,483,333
Township Additional Capital Cost To Separate <sup>(2)</sup>	\$ 8,709,250	\$ 5,237,208	\$ -	\$ -
<b>Annual Pump Station O&amp;M Costs</b>				
PW of Year 10 & 20 Sewer Cleaning Costs	\$ 38,964	\$ 30,000	\$ -	\$ -
PW of 20 Year Salvage Value	\$ 2,597,250	\$ 1,734,000	\$ 378,333	\$ 378,333
Net Present Worth <sup>(3), (4), (5)</sup>	\$ 7,631,964	\$ 5,397,644	\$ 1,105,000	\$ 1,105,000
<b>Savings (Excluding GLWA &amp; Wayne County LTCAP)</b>				
Plymouth Township Annual Rate Savings <sup>(6)</sup>	\$ 810,000	\$ 810,000	\$ 810,000	\$ 810,000
Plymouth Township Annual IWC Charge Savings	\$ 300,000	\$ 300,000	\$ 300,000	\$ -
WTUA O&M Costs for Removed City of Plymouth Flows <sup>(7)</sup>	\$ 50,000	\$ 50,000	\$ -	\$ 60,000
Total Township Annual Savings	\$ 1,160,000	\$ 1,160,000	\$ 1,110,000	\$ 870,000
Payback Period	6.6	4.7	1.0	1.3
Risk of Additional Costs from Wayne County	None	None	None	HIGH

**Notes:**

- <sup>(1)</sup> WTUA Improvement Costs obtained from October 2015 and December 2016 Stantec Cost Allocation Memorandums
- <sup>(2)</sup> All separation alternatives assume City of Plymouth pays ~\$4,750,000 cost of Segment I gravity sewer
- <sup>(3)</sup> Net Present Worth is the sum of capital costs, O&M costs, and sewer cleaning costs, less 20 year salvage value
- <sup>(4)</sup> Present Worth Costs are based on Straight Line Depreciation and no inflation
- <sup>(5)</sup> Cost is based on a study period of 20 years and discount rate of 4.375%
- <sup>(6)</sup> Annual rate saving estimate is from Stantec October, 2015 report "WTUA Flow Diversion to YCUA Capital Cost Sharing"
- <sup>(7)</sup> WTUA Annual O&M Costs for removed city of Plymouth flow is estimated as ~\$20,000 for electrical pumping costs and ~\$30,000 for meter O&M costs



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CONSULTING ENGINEERS SINCE 1915

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January 13, 2017

Charter Township of Plymouth  
9955 Haggerty Road  
Plymouth, Michigan 48170

Attn: Patrick Fellrath, P.E., Director of Public Utilities

Re: Sanitary Sewer Separation HRC Job No. 20160844  
Proposed Lift Stations Comparison to Existing Country Acres Lift Station

Dear Mr. Fellrath:

As requested via email on January 3, 2017, HRC has reviewed the size of the two proposed sanitary lift stations under the potential sanitary sewer separation of the Plymouth Township and City of Plymouth systems relative to the existing Country Acres Lift Station. As you are aware, one of the alternatives identified for separating the Plymouth Township and City of Plymouth systems includes the construction of two new sanitary pump stations to convey the Plymouth Township portion of the flow.

For comparison, the following table summarizes the details of the existing Country Acres station, the two proposed stations and WTUA's two smaller stations:

Station	Service Area (Acres)	Number of Pumps	Pump Horsepower	TDH (ft)	Station Peak Flow (gpm)
Country Acres (Existing)	253	3	15	82	850
Pump Station 1 (Proposed)	1,290	3	40	90	1950
Pump Station 2 (Proposed)	2,560	3	40	65	2800
Hines Drive (WTUA station)	N/A	2	60	89	1500
Eckles Drive (WTUA station)	N/A	2	100	118	2300

The existing Country Acres station has submersible pumps (Flygt brand), meaning the pump and motor are located below grade in a wet well structure. The same submersible configuration is proposed for the two new lift stations. The horsepower and peak flow for the two proposed stations are larger/higher than the existing Country Acres Lift station but are well within the range that is normal for similar sanitary lift stations.

In general, the operation and maintenance of the two proposed stations would be similar to that of the Country Acres lift station. The main operational differences associated with the two larger capacity stations relative to the existing Country Acres station would be:

- The larger pumps will have correspondingly higher power consumption.
- The larger pumps will weigh more and may require a larger boom truck to remove the pumps for inspection and maintenance purposes.
- Backup power generators for the two proposed stations will be larger.
- The service area for both proposed stations will be larger.

Reliable operation is a concern for any pumping station, particularly so for sanitary lift stations. Michigan Department of Environmental Quality requirements address sanitary pumping station reliability in two ways:

- A redundant pumping unit must be available
- Provisions for backup power must be made

For the two proposed stations, peak pumping capacity would be provided by two of the three pumps, with the third pump being available for redundant operation in the event of a pump clog or failure. The two proposed stations will also have permanently installed natural gas generators with automatic transfer switches. In the event of a loss of DTE power, the natural gas generator will start and the automatic transfer switch will change the station power source to onsite generator power. A similar configuration is utilized at the Country Acres Facility.

As previously discussed, Plymouth Township currently operates and maintains the Country Acres facility within its collection without major issue. Additionally WTUA reliably operates four pumping stations within its system, the Hines Drive, Eckles Road, Middle Rouge and Lower Rouge facilities. It is anticipated that the two proposed Plymouth Township stations would also function without major issue, provided similar routine operations and maintenance procedures are followed. HRC therefore suggests that concerns regarding the reliability of new lift stations are eased by Plymouth Township's experience with a similar lift station.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



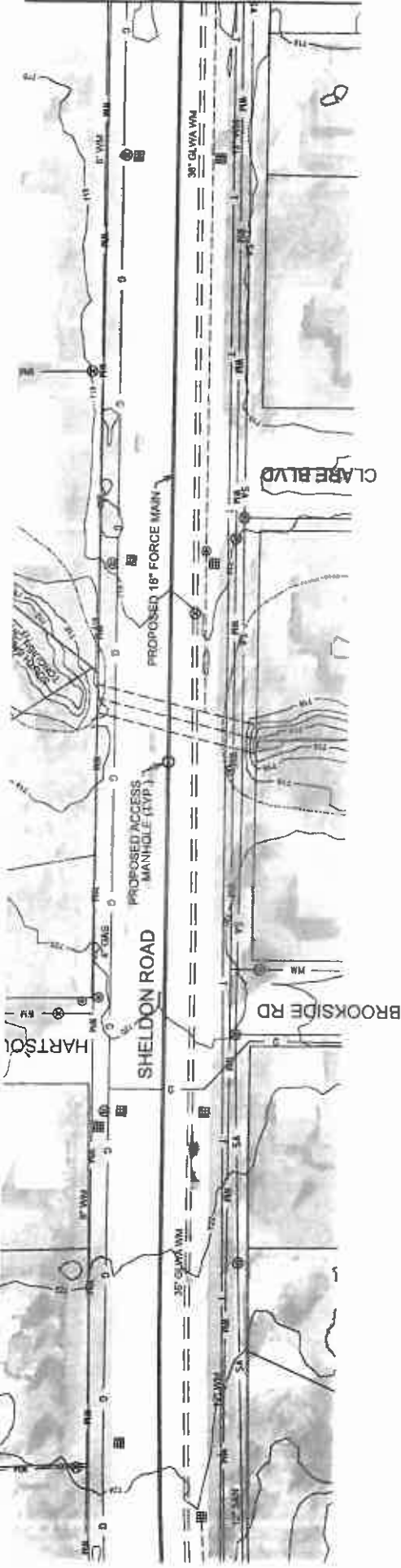
Michael C. MacDonald  
Vice-President

MCM/aa  
pc: HRC; File

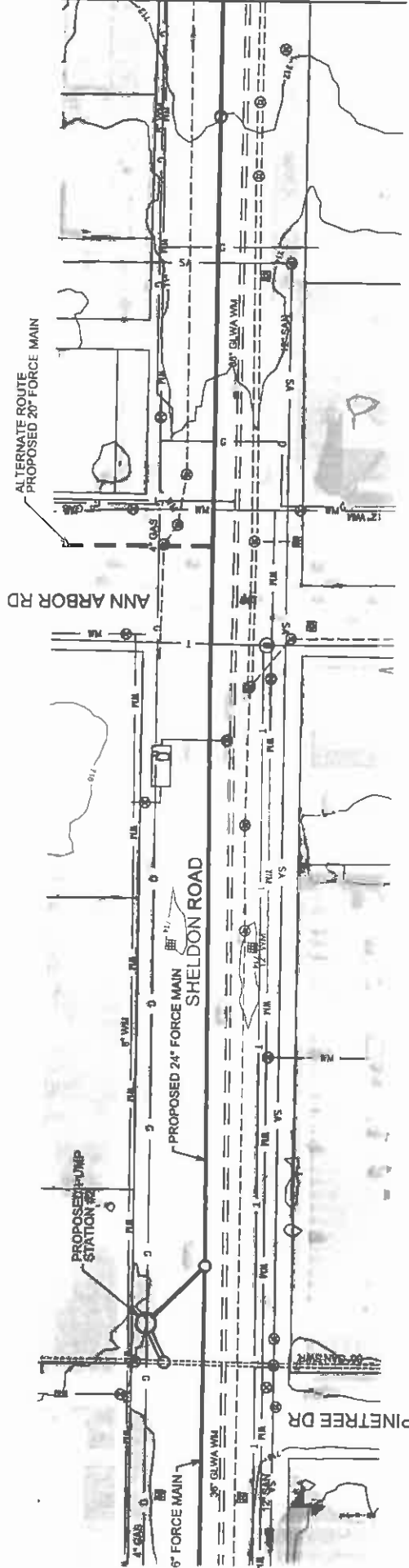




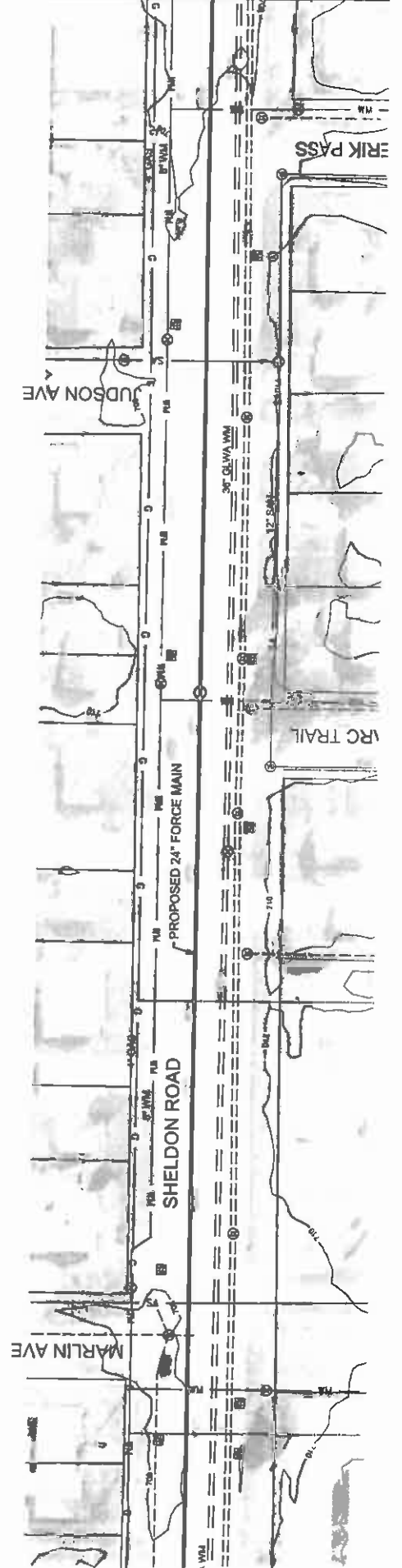
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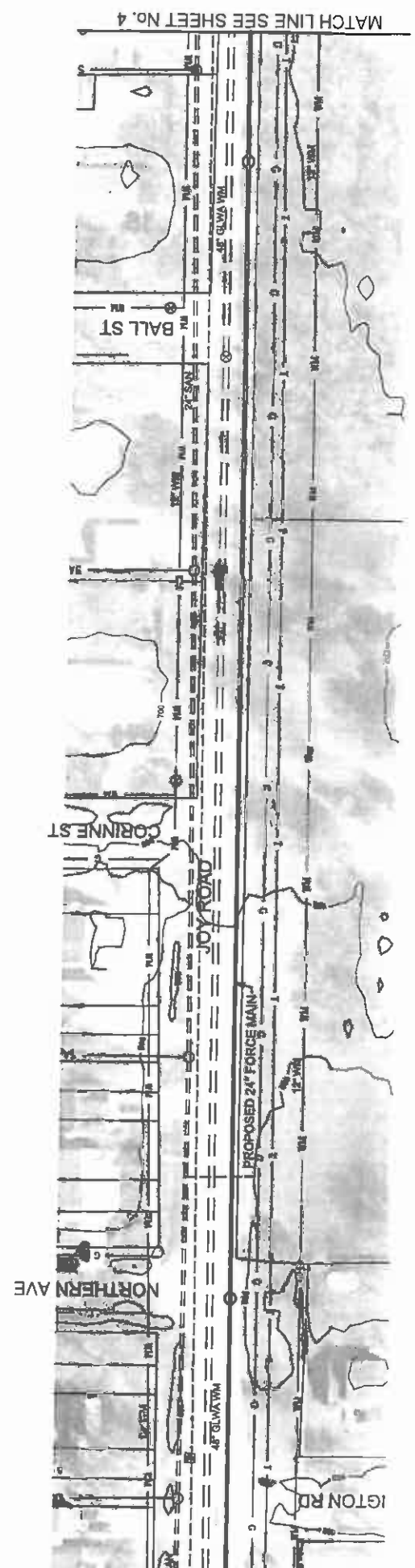
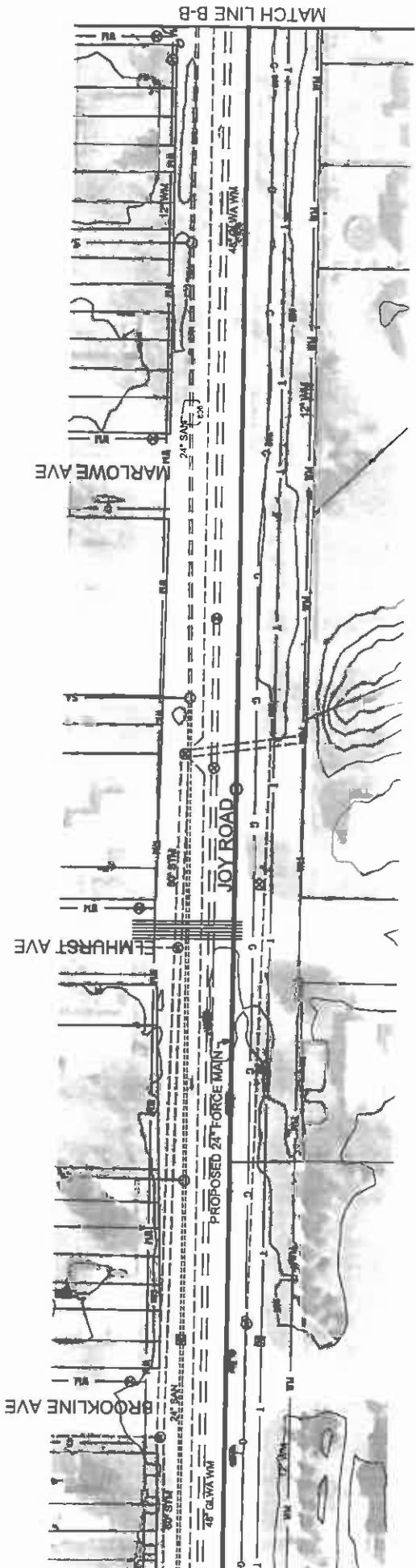
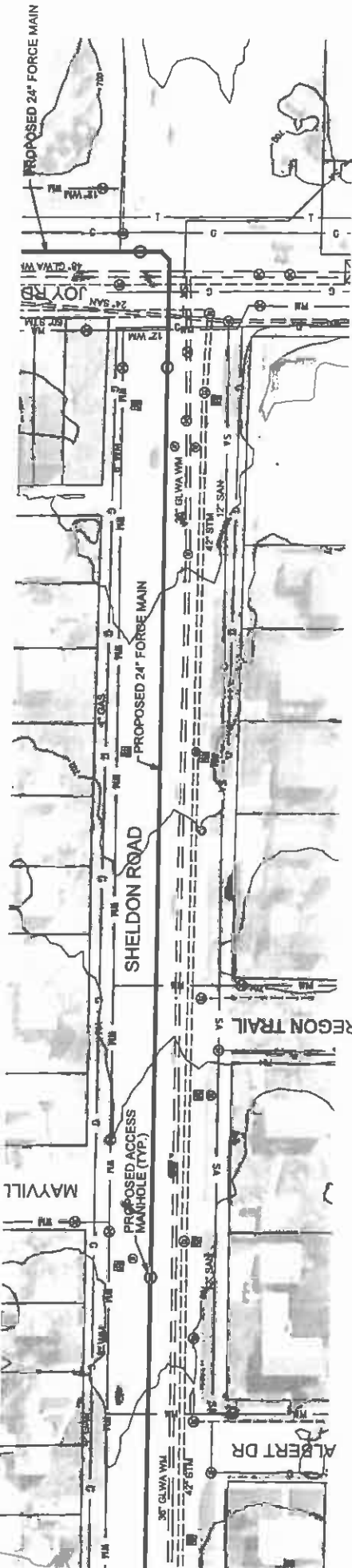


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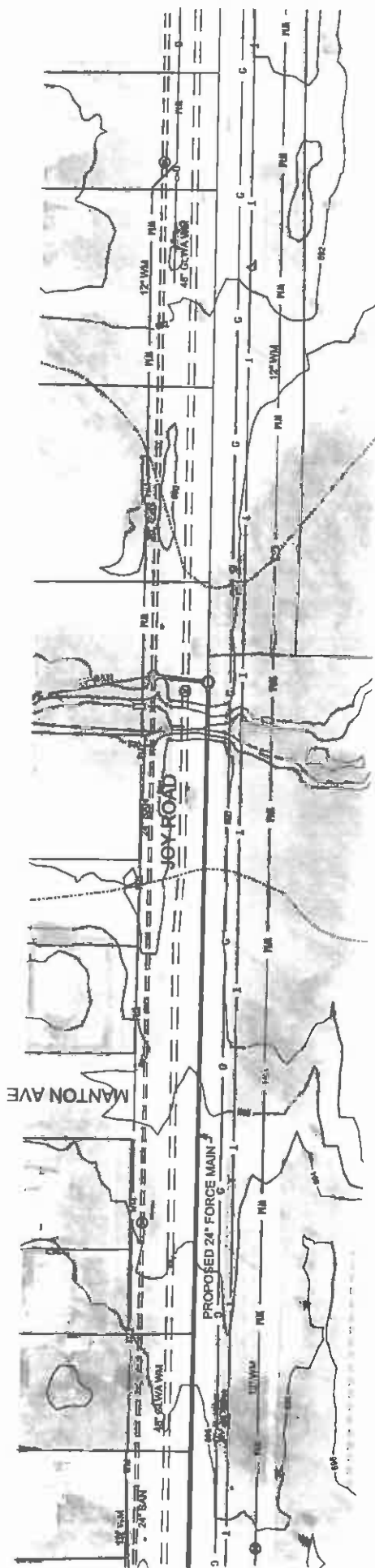
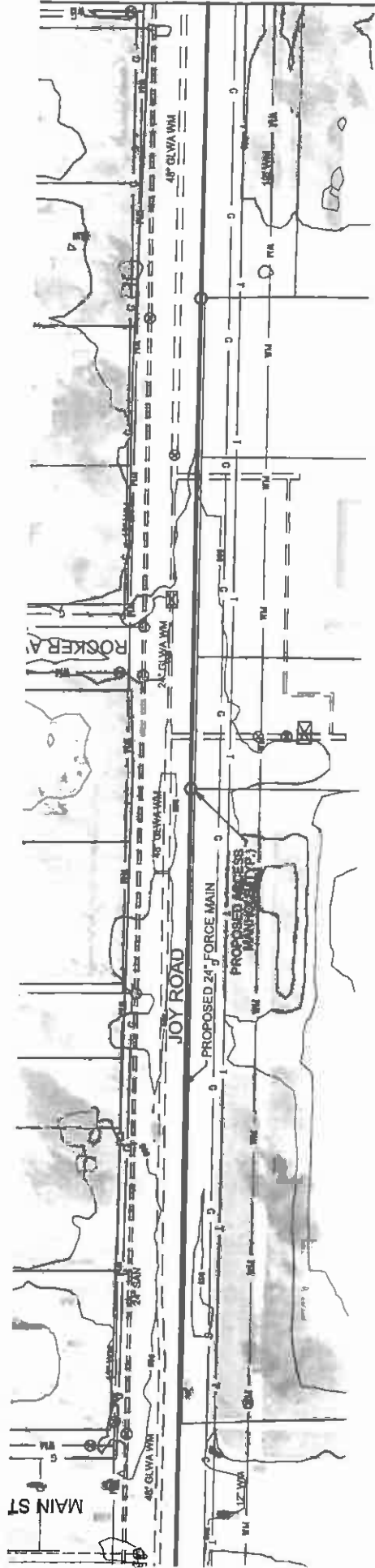
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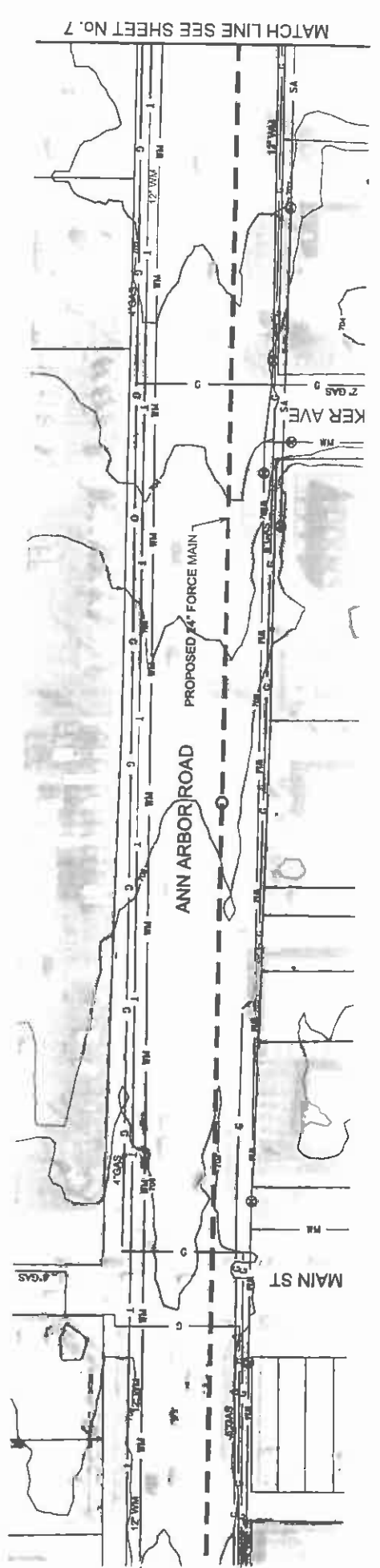
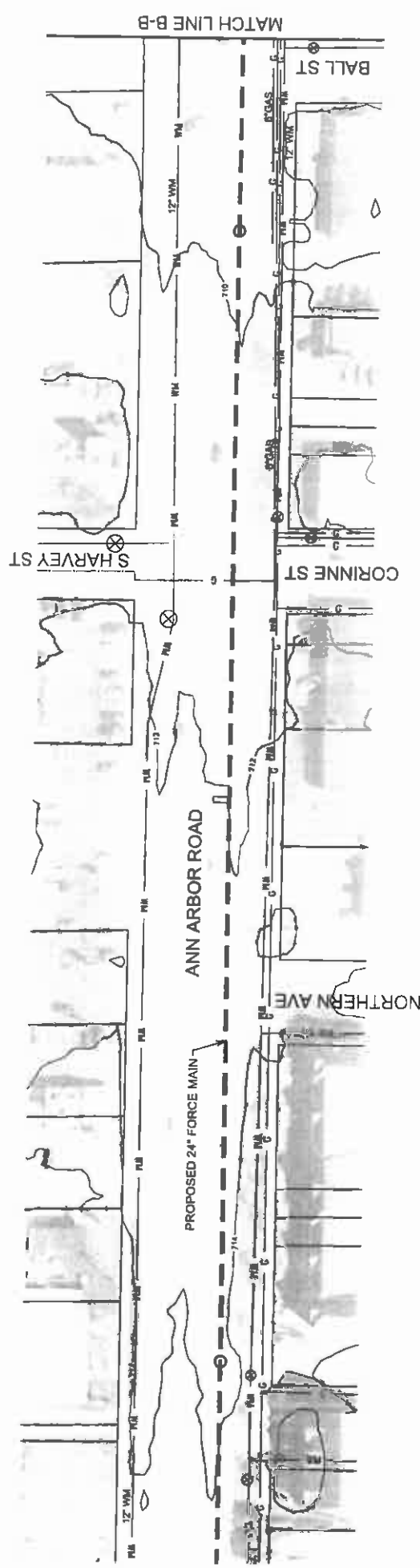
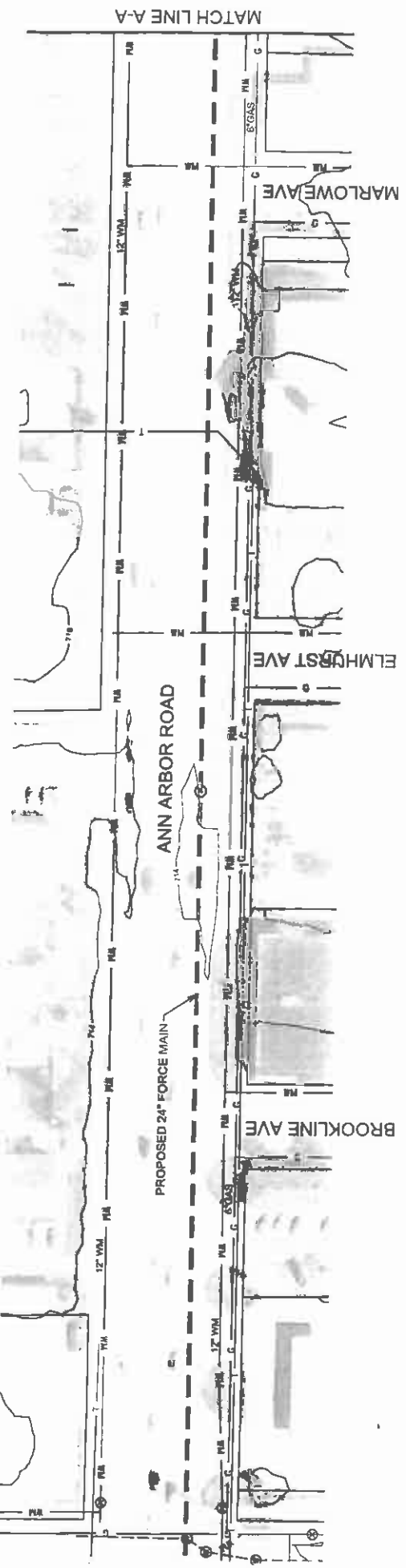




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January 13, 2017

Charter Township of Plymouth  
9955 Haggerty Road  
Plymouth, Michigan 48170

Attn: Patrick Fellrath, P.E., Director of Public Utilities

Re: Sanitary Sewer Separation  
Route Study & Life Cycle Cost Analysis

HRC Job No. 20160844

Dear Mr. Fellrath:

As requested at the October 25, 2016 Township Board of Trustees meeting, we have completed additional review of the potential sanitary sewer separation alternatives for physical separation of the Plymouth Township and City of Plymouth systems. The potential alternatives were as identified in our October 10, 2016 summary letter and in subsequent presentations to the Board of Trustees during contemplation of the resolution to direct Western Township Utility Authority (WTUA) to discharge all flow to the Ypsilanti Community Utility Authority system (YCUA). To further refine the four (4) alternatives considered, the needed sewer capacity for the Township was reviewed, a route study with a proposed alignment for each option was prepared, the Opinion of Probable Construction Costs were updated and a Life cycle Present Worth Analysis was completed for the each option.

Provided below is a summary of the items reviewed as part of this alternatives update:

System Capacity Review

Upon a review with WTUA of the meter data for the Township at points along the sewer separation route, it was determined that a slight increase to the flow/design capacity should be planned for the proposed facilities to accommodate existing peak flow as well as an allowance for additional capacity for undeveloped areas within the Township. The increased flow capacity did not require the size of the gravity sewer to be increased but the force main size downstream of the proposed pump station no. 2 increased in size from 20" diameter to 24" diameter.

Route Study

As part of the route study, additional utility information was gathered for Township and City facilities, the Great Lakes Water Authority (GLWA) for their transmission mains, and for various private utility companies. In addition, we gathered ground and utility invert elevations at a number of critical locations for use in setting a profile of the facilities. This additional information confirmed that each of the three roadway corridors considered for locating the proposed Township facilities to complete the sewer separation; Sheldon Road, Joy Road and Ann Arbor Road, are all heavily utilized for existing above and below ground utilities. The analysis confirmed that the new facilities would be largely within the limits of the existing roadway pavement.

A proposed route for each of the options along Joy Road and Ann Arbor Road are provided. As shown on the route plans, the gravity sewer or force mains would be

located along the center of Sheldon Road pavement, along the south portion of Joy Road pavement and the south portion of the Ann Arbor Road pavement. Based on the ground and invert elevations collected during this analysis, it was determined that the depth of the gravity sewer would range from 17'-22', slightly shallower than the depth noted previously. To avoid an excessive number of dips below existing utilities, the depth of the force main would range from 8'-10' and be slightly deeper than previously noted. Additional conflicts with existing storm sewer, city water main and private utilities were also identified during this review and these were noted for inclusion in the updated costs.

Based on the conclusions of the route study, the Opinion of Probable Costs were updated for the gravity and pumped alternatives along each route. A copy of the detailed Opinion of Costs are included as an attachment and the total costs are as follows:

Joy Road Route

Gravity Sewer System	\$11,702,800
Pumped System	\$6,252,500

Ann Arbor Road Route

Gravity Sewer System	\$8,709,250
Pumped System	\$5,138,750

Upon considering the lower construction cost, reduced traffic impacts, as well as Township sewer operational benefits, it is our recommendation, if the sewer separation alternative were to be pursued, that the gravity or pumped alternative along Ann Arbor Road should be selected.

Life Cycle Present Worth Analysis

A 20-year life cycle evaluation on a present worth basis utilizing the updated Opinion of Probable Costs was performed for both the gravity and pumped options to separate Plymouth Township flows from City of Plymouth flows. The purpose is to evaluate the present capital expenditure costs and future operational costs to construct and maintain the new facilities over their projected lives. This methodology provides a tool for weighting total costs of several alternatives for which various expenses will be incurred over different times. Future costs for pumping equipment replacements and sanitary sewer cleaning are determined by inflating the current costs to reflect increased costs at the time these occur and discounting back to today's dollars. The methodology takes into account four different future cost or value components that will affect the total projected life cycle cost:

- 1) Future construction costs to replace equipment
  - For the pumped option it is assumed that pumps and controls are replaced at year 20 at each of the two pump stations.
- 2) Annual utility (electrical and natural gas) expenditures to operate the pump stations
  - Annual electrical costs of \$5,000 per station are assumed.

- Annual natural gas costs of \$1,500 per station are assumed.
- 3) Labor expenses related to annual maintenance or cleaning
    - For the pumped option, an annual labor cost of \$8,500 per station is assumed.
    - For the gravity option it is assumed that the sewers are cleaned and televised at year 10 and year 20 at a cost of \$2.50/foot.
  - 4) Remaining salvage or residual value at the end of twenty (20) years, assuming the pumps stations and sewers all have fifty (50) year useful lives.

Attached is a copy of the Present Worth Analysis for the gravity and pumped options along the Ann Arbor Road Route, the recommended option if elected to proceed with the sewer separation alternative. The present worth cost of the gravity and pumped option for the Ann Arbor Road Route are as follows:

Gravity Sewer System	\$7,631,964
Pumped System	\$5,397,644

#### Project Schedule

It is anticipated that the separation project would be completed over a 21 to 24 month time period and include project design, permit approvals, solicitation of bids, Township Board award approval, and project construction. It will be a significant project to construct but could be completed during a single construction season beginning during the early part of the year and continuing through to October. A potential schedule for design and construction was prepared as part of this review and is attached as a sample of the duration of the various major activities to be completed as part of the project.

If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



Michael C. MacDonald  
Vice-President/Secretary

MM/mm  
Attachment

pc: WTUA; A. Sprague  
HRC; File





**Charter Township of Plymouth  
Sanitary Sewer Separation**

**Engineer's Opinion of Probable Cost**

**HRC Job No. 20160844**

**PRINCIPALS**

Daniel W. Mitchell  
Nancy M.D. Faught  
Keith D. McCormack  
Jesse B. VanDeCreek  
Roland N. Alix  
Michael C. MacDonald  
James F. Burton  
Charles E. Hart

**BASE ROUTE**

**SENIOR ASSOCIATES**

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Thomas G. Maxwell  
Todd J. Sneathen  
Aaron A. Uranga  
Salvatore Conigliaro

**HUBBELL, ROTH & CLARK, INC.**

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Item Description	Unit	Quantity	Unit Price	Amount
<b>Joy Road Outlet - Pumped Sewer System for Plymouth Township</b>				
Mobilization	LS	1	\$238,000.00	\$238,000.00
Pavement Removal	Syd	1,100	\$16.00	\$17,600.00
Pump Station #1	LS	1	\$750,000.00	\$750,000.00
Pump Station #2	LS	1	\$805,000.00	\$805,000.00
16" HPDE HDD Sanitary Force Main	Ft	4,920	\$180.00	\$885,600.00
24" HPDE HDD Sanitary Force Main	Ft	7,500	\$235.00	\$1,762,500.00
36" Sanitary Sewer w/Sand Backfill	Ft	50	\$400.00	\$20,000.00
30" Sanitary Sewer w/Sand Backfill	Ft	50	\$350.00	\$17,500.00
21" Sanitary Sewer w/Sand Backfill	Ft	50	\$250.00	\$12,500.00
Joy Road Junction Chamber, Outlet	LS	1	\$78,000.00	\$78,000.00
Sanitary Manhole	Ea	2	\$8,000.00	\$16,000.00
Exploratory Excavation and Utility Locating	LS	1	\$20,000.00	\$20,000.00
Curb and Gutter, Concrete	Ft	300	\$24.00	\$7,200.00
Concrete Pavement Restoration	Syd	700	\$75.00	\$52,500.00
HMA Surface Restoration	Ton	300	\$125.00	\$37,500.00
Turf Restoration	LS	1	\$30,000.00	\$30,000.00
Allowance for Landscape Restoration	LS	1	\$17,600.00	\$17,600.00
Traffic Control	LS	1	\$70,000.00	\$70,000.00
Soil Erosion and Sedimentation Control	LS	1	\$15,000.00	\$15,000.00
Allowance for Bypass Pumping	LS	1	\$75,000.00	\$75,000.00
Allowance for Dewatering	LS	1	\$75,000.00	\$75,000.00
<b>Estimated Construction Cost Segment I &amp; II</b>				<b>\$5,002,500.00</b>
Construction Contingency (10%)				\$500,000.00
Design, Construction Administration & Inspection (15%)				\$750,000.00
<b>Total Opinion of Probable Cost</b>				<b>\$6,252,500.00</b>

**ASSUMPTIONS:**

1. No Costs for Easement Acquisition Included
2. No soils data available at time of estimate
3. Confirmation of Sewer Capacity has not been completed at this time



**Charter Township of Plymouth  
Sanitary Sewer Separation**

Engineer's Opinion of Probable Cost

HRC Job No. 20160844

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**BASE ROUTE**

**Item Description**

**Joy Road Outlet - Gravity Sewer System for Plymouth Township**

Item Description	Unit	Quantity	Unit Price	Amount
Mobilization	LS	1	\$445,000.00	\$445,000.00
Pavement Removal	Syd	42,000	\$8.00	\$336,000.00
Existing Storm System Remove and Replace	Ft	1,430	\$60.00	\$85,800.00
Existing Drainage Structure Remove and Replace	Ea	22	\$1,800.00	\$39,600.00
21" Sanitary Sewer w/Sand Backfill	Ft	4,685	\$250.00	\$1,171,250.00
21" Sanitary Sewer, Tunnel Jack & Bore	Ft	200	\$500.00	\$100,000.00
30" Sanitary Sewer w/Sand Backfill	Ft	3,200	\$350.00	\$1,120,000.00
36" Sanitary Sewer w/Sand Backfill	Ft	4,470	\$400.00	\$1,788,000.00
Sheldon Rd Junction Chamber, North of Ann Arbor Trail	LS	1	\$80,000.00	\$80,000.00
Junction Chamber, Pinetree Dr.	LS	1	\$60,000.00	\$60,000.00
Joy Road Junction Chamber, Outlet	LS	1	\$78,000.00	\$78,000.00
Sanitary Manhole	Ea	31	\$3,500.00	\$108,500.00
Curb and Gutter, Concrete	Ft	9,600	\$24.00	\$230,400.00
Concrete Pavement Restoration	Syd	31,200	\$75.00	\$2,340,000.00
HMA Surface Restoration	Ton	7,950	\$125.00	\$993,750.00
Turf Restoration	LS	1	\$60,000.00	\$60,000.00
Allowance for Landscape Restoration	LS	1	\$46,500.00	\$46,500.00
Traffic Control	LS	1	\$110,000.00	\$110,000.00
Soil Erosion and Sedimentation Control	LS	1	\$20,000.00	\$20,000.00
Allowance for Bypass Pumping	LS	1	\$75,000.00	\$75,000.00
Allowance for Dewatering	LS	1	\$75,000.00	\$75,000.00

**Estimated Construction Cost \$9,362,800.00**

Construction Contingency (10%) \$936,000.00

Design, Construction Administration & Inspection (15%) \$1,404,000.00

**Total Opinion of Probable Cost \$11,702,800.00**

**ASSUMPTIONS:**

1. No Costs for Easement Acquisition Included
2. No soils data available at time of estimate
3. Confirmation of Sewer Capacity has not been completed at this time



**Charter Township of Plymouth  
Sanitary Sewer Separation**

**Engineer's Opinion of Probable Cost**

**HRC Job No. 20160844**

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**ALTERNATE ROUTE**

**Item Description**

**Ann Arbor Road Outlet - Pumped Sewer System for Plymouth Township**

Item Description	Unit	Quantity	Unit Price	Amount
Mobilization	LS	1	\$195,000.00	\$195,000.00
Pavement Removal	Syd	725	\$8.00	\$5,800.00
Pump Station #1	LS	1	\$750,000.00	\$750,000.00
Pump Station #2	LS	1	\$805,000.00	\$805,000.00
16" HPDE HDD Sanitary Force Main	Ft	4,920	\$180.00	\$885,600.00
24" HPDE HDD Sanitary Force Main	Ft	4,200	\$235.00	\$987,000.00
30" Sanitary Sewer w/Sand Backfill	Ft	50	\$350.00	\$17,500.00
21" Sanitary Sewer w/Sand Backfill	Ft	50	\$250.00	\$12,500.00
Ann Arbor Road Junction Chamber, Outlet	LS	1	\$76,000.00	\$76,000.00
Sanitary Manhole	Ea	2	\$8,000.00	\$16,000.00
Exploratory Excavation and Utility Locating	LS	1	\$20,000.00	\$20,000.00
Curb and Gutter, Concrete	Ft	300	\$24.00	\$7,200.00
Concrete Pavement Restoration	Syd	450	\$75.00	\$33,750.00
HMA Surface Restoration	Ton	200	\$125.00	\$25,000.00
Turf Restoration	LS	1	\$24,500.00	\$24,500.00
Allowance for Landscape Restoration	LS	1	\$15,150.00	\$15,150.00
Traffic Control	LS	1	\$70,000.00	\$70,000.00
Soil Erosion and Sedimentation Control	LS	1	\$15,000.00	\$15,000.00
Allowance for Bypass Pumping	LS	1	\$75,000.00	\$75,000.00
Allowance for Dewatering	LS	1	\$75,000.00	\$75,000.00

**Estimated Construction Cost Segment I & II \$4,111,000.00**

Construction Contingency (10%) \$411,000.00

Design, Construction Administration & Inspection (15%) \$616,750.00

**Total Opinion of Probable Cost \$5,138,750.00**

**ASSUMPTIONS:**

1. No Costs for Easement Acquisition Included
2. No soils data available at time of estimate
3. Confirmation of Sewer Capacity has not been completed at this time



**Charter Township of Plymouth  
Sanitary Sewer Separation**

Engineer's Opinion of Probable Cost

HRC Job No. 20160844

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**ALTERNATE ROUTE**

**Item Description**

**Ann Arbor Road Outlet - Gravity Sewer System for Plymouth Township**

Item Description	Unit	Quantity	Unit Price	Amount
Mobilization	LS	1	\$331,000.00	\$331,000.00
Pavement Removal	Syd	37,000	\$8.00	\$296,000.00
Existing Storm System Remove and Replace	Ft	1,270	\$60.00	\$76,200.00
Existing Drainage Structure Remove and Replace	Ea	19	\$1,800.00	\$34,200.00
21" Sanitary Sewer w/Sand Backfill	Ft	5,000	\$250.00	\$1,250,000.00
21" Sanitary Sewer, Tunnel Jack & Bore	Ft	200	\$500.00	\$100,000.00
30" Sanitary Sewer w/Sand Backfill	Ft	3,800	\$350.00	\$1,330,000.00
Sheldon Rd Junction Chamber, North of Ann Arbor Trail	LS	1	\$80,000.00	\$80,000.00
Junction Chamber, Pinetree Dr.	LS	1	\$60,000.00	\$60,000.00
Ann Arbor Road Junction Chamber, Outlet	LS	1	\$76,000.00	\$76,000.00
Sanitary Manhole	Ea	22	\$3,500.00	\$77,000.00
Curb and Gutter, Concrete	Ft	1,000	\$24.00	\$24,000.00
Concrete Pavement Restoration	Syd	22,000	\$75.00	\$1,650,000.00
HMA Surface Restoration	Ton	9,800	\$125.00	\$1,225,000.00
Turf Restoration	LS	1	\$50,000.00	\$50,000.00
Allowance for Landscape Restoration	LS	1	\$40,000.00	\$40,000.00
Traffic Control	LS	1	\$100,000.00	\$100,000.00
Soil Erosion and Sedimentation Control	LS	1	\$18,000.00	\$18,000.00
Allowance for Bypass Pumping	LS	1	\$75,000.00	\$75,000.00
Allowance for Dewatering	LS	1	\$75,000.00	\$75,000.00

**Estimated Construction Cost \$6,967,400.00**

**Construction Contingency (10%) \$696,850.00**

**Design, Construction Administration & Inspection (15%) \$1,045,000.00**

**Total Opinion of Probable Cost \$8,709,250.00**

**ASSUMPTIONS:**

1. No Costs for Easement Acquisition Included
2. No soils data available at time of estimate
3. Confirmation of Sewer Capacity has not been completed at this time

# PLYMOUTH TOWNSHIP SEWER SEPARATION

## DESIGN AND CONSTRUCTION SCHEDULE



**HUBBELL, ROTH & CLARK, INC**  
CONSULTING ENGINEERS SINCE 1915

	FEBRUARY 2017	MARCH 2017	APRIL 2017	MAY 2017	JUNE 2017	JULY 2017	AUGUST 2017	SEPTEMBER 2017	OCTOBER 2017	NOVEMBER 2017	DECEMBER 2017	JANUARY 2018	FEBRUARY 2018	MARCH 2018	APRIL 2018	MAY 2018	JUNE 2018	JULY 2018	AUGUST 2018	SEPTEMBER 2018	OCTOBER 2018	NOVEMBER 2018	DECEMBER 2018	
<b>DESIGN, PERMIT APPROVALS &amp; BIDDING</b>																								
Project Design																								
Permit Approvals																								
Solicitation of Bids																								
Bid Review and Award																								
<b>CONSTRUCTION PHASE</b>																								
Contractor Submittals and Shop Drawing Review																								
Mobilization																								
Construction along Ann Arbor Road																								
Sewer Construction																								
Pavement Restoration																								
Landscaping Restoration																								
Construction along Sheldon Road																								
Sewer Construction																								
Pavement Restoration																								
Landscaping Restoration																								
Completion of Construction and System Activation																								

## MEMORANDUM

**DATE:** January 11, 2017

**TO:** Jerry Vorva, Clerk  
Plymouth Charter Township  
9955 North Haggerty Road  
Plymouth, Michigan 48170

**FROM:** David E. Richmond, P.E.

**RE:** Ravines of Plymouth Water Main and Sanitary Easements

**SDA JOB NO.:** PL13-105

---

Please find the enclosed easement(s) for Township utilities constructed for the referenced project. The enclosed documents are in a format approved by the Township Attorney and accurately describe the location. They have been executed by the property owner.

Please request Board of Trustee Approval for the Clerk to sign, then forward for recording at the Wayne County Records Department. When you receive a copy of the recorded document, please forward a copy for our records.

If you have any questions, please do not hesitate to call.

Enclosure

**CHARTER TOWNSHIP OF PLYMOUTH  
STAFF REQUEST FOR BOARD ACTION**

**Meeting Date:**

**ITEM:** \_\_\_\_\_  
**Storm Drain Agreement and Resolution**

---

**ACTION:** Consider Storm Drain Agreement and Resolution as required by Wayne County

**DEPARTMENT/PRESENTER(S):** Patrick Fellrath, P.E., Director of Public Utilities  
David E. Richmond, P.E., Spalding DeDecker Associates

**BACKGROUND:** Wayne County requires the Township to accept jurisdiction of storm water management systems constructed to comply with the Wayne County Storm Water Management Ordinance and Administrative Rules. The Storm Drain Agreement passes this responsibility on to the owners of the property benefitted by the drainage improvements.

**BUDGET/TIME LINE:** Final project close out is subject to approval of agreement by the Township.

**RECOMMENDATION:** Approval

**PROPOSED MOTION:** Move to adopt Resolution \_\_\_\_\_ authorizing the Township Supervisor to sign the Wayne County Permit M-47943 and approve the Storm Drain Agreement with LIVONIA BUILDERS GRANDOVER PARK, LLC and authorize the Township Supervisor and Clerk to execute same.

STATE OF MICHIGAN  
COUNTY OF WAYNE  
CHARTER TOWNSHIP OF PLYMOUTH

RESOLUTION \_\_\_\_\_  
STORM DRAIN AGREEMENT – \_\_\_\_\_

Whereas, the Plymouth Charter Township has been requested by Livonia Builders Grandover Park, LLC, a Michigan Corporation, to assume jurisdiction and maintenance of a certain storm drain (or storm sewer, as the case may be); and

Whereas, the Wayne County Department of Public Services for the County of Wayne is agreeable to such request and has prepared a Permit No. M-47943 to be entered into by said Wayne County Department of Public Services, the Plymouth Charter Township and Livonia Builders Grandover Park, LLC., for the purposes therein stated; and

Whereas, the Plymouth Charter Township is under no legal duty to assume such jurisdiction and maintenance or to enter into the aforesaid Permit for the particular benefit of Livonia Builders Grandover Park, LLC., and the property served by the storm drain and it is necessary for the public health, safety and welfare that said storm drain be maintained and such maintenance be without cost or expense to the Plymouth Charter Township; and

Whereas, Livonia Builders Grandover Park, LLC., has willingly and freely affirmed the desire and intent to execute and record instruments for the purpose of insuring that the Plymouth Charter Township will be held harmless from all costs and expenses in any way pertaining to the Plymouth Charter Township assuming the afore described maintenance and jurisdiction or to the aforesaid Permit being executed by the Plymouth Charter Township.

NOW, THEREFORE, BE IT RESOLVED that the Plymouth Charter Township shall assume jurisdiction and maintenance of the storm drain servicing the premises at the street address of 15000 North Haggerty Rd., Plymouth Twp., MI. 48170 and owned by Livonia Builders Grandover Park, LLC.

FURTHER, BE IT RESOLVED that the Supervisor and Clerk of the Plymouth Charter Township are authorized and empowered to execute Permit No. M-47943 of the Wayne County Department of Public Services in behalf of the Plymouth Charter Township; and

FURTHER, BE IT RESOLVED that the Supervisor and Clerk of the Plymouth Charter Township are authorized and empowered to execute the Storm Drain Agreement in behalf of the Plymouth Charter Township together with Livonia Builders Grandover Park, LLC. in the form and substance of the instrument presented to this Board.



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

**Absent:** [None]

**Moved by:**

**Supported by:**

**Roll Call Vote**

**Ayes:** [All]

**Nays:** [None]

**Adopted:** Regular Meeting –

**Resolution No:**

**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

## STORM DRAIN AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, by and between the PLYMOUTH CHARTER TOWNSHIP, a Municipal Corporation, 9955 North Haggerty Road, Plymouth, Michigan 48170, hereinafter referred to as "TOWNSHIP", and LIVONIA BUILDERS GRANDOVER PARK, LLC whose address is 4952 Dewitt Road, Canton, Michigan, 48188 hereinafter referred to as "PROPRIETOR", in consideration of the TOWNSHIP adopting a Resolution assuming jurisdiction and maintenance of a certain storm drain, a copy of which is attached as Exhibit A and incorporated by reference, and executing a certain Permit, a copy of which is attached as Exhibit B and incorporated by reference, with the WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES, COUNTY OF WAYNE, MICHIGAN, a public body corporate, providing certain duties and obligations undertaken by the TOWNSHIP in respect to a storm drain for the ultimate proximate benefit of PROPRIETOR and the special benefit of land within the PLYMOUTH CHARTER TOWNSHIP, County of Wayne and State of Michigan, hereinafter termed "SPECIALLY BENEFITED DISTRICT", described as:

Property Tax I.D.: 78-029-99-0004-000

Property Address: Vacant Land Plymouth Road

Legal Description:

PART OF THE NORTHEAST 1/4 OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, AND PROCEEDING THENCE ALONG THE EAST LINE OF SAID SECTION 26, N01°03'04"W 699.60 FEET; THENCE ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD THE FOLLOWING TWO COURSES: N75°43'00"W 229.42 FEET AND N74°55'00"W 260.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD N74°55'00"W 300.00 FEET; THENCE ALONG THE EASTERLY LINE OF THE MIDDLE ROUGE PARKWAY N04°41'46"E 621.89 FEET; THENCE S74°55'00"E 412.13 FEET; THENCE S15°05'00"W 611.70 FEET TO THE POINT OF BEGINNING. CONTAINING 217,806 SQ. FT. OR 5.00 ACRES.

and said storm drain, or the portion thereof, being assumed for jurisdiction and maintenance, is pictorially set forth on attached Exhibit B, incorporated by reference.

NOW, THEREFORE, in consideration of the foregoing and of these presents, TOWNSHIP and PROPRIETOR agree as follows:

1. The PROPRIETOR shall prepare and submit to the TOWNSHIP for review and approval by the TOWNSHIP, in its sole discretion, all construction and as built plans and specifications for the storm drains as the TOWNSHIP may require.

2. Upon completion of the PROPRIETOR'S construction, payment by the PROPRIETOR of the TOWNSHIP'S inspection and review fees, and submission of approved as built plans and specifications, the TOWNSHIP shall assume jurisdiction of the storm drain and maintain the same at its own cost and expense, subject to complete reimbursement of the same by the owners (at any time hereafter) of all lands in the aforescribed SPECIALLY BENEFITED DISTRICT and subject to such security and bonds as the TOWNSHIP may require of the PROPRIETOR.

3. The PROPRIETOR and the owners, their agents, heirs, successors and assigns, of all lands in the SPECIALLY BENEFITED DISTRICT shall defend, indemnify and save harmless from risk of loss and all expenses, costs, interest, actual attorneys' fees, settlement sums and judgments, if any, the TOWNSHIP from any claims, demands, actions, damages and injuries of any kind, nature or description which may hereafter at any time be made against the TOWNSHIP, whether directly or indirectly, on account of, arising from or occurring as a result of the design, construction, use, maintenance, repair, discharge to, violation of the Clean Water Act, or operation, or the omission of any of the same, of the storm drain and the appurtenances, connections, attachments and appliances thereof.

The PROPRIETOR and the owners, their agents, heirs, successors and assigns, shall be subject to the provisions of Ordinance No. 99, which provides, in pertinent part, for the creation of liens upon the SPECIALLY BENEFITED DISTRICT in favor of TOWNSHIP for any and all amounts unpaid by the SPECIALLY BENEFITED DISTRICT to the TOWNSHIP as a result of any claims, demands, actions, damages and injuries of any kind, nature or description which may hereafter at any time be made against the TOWNSHIP, whether directly or indirectly, on account of, arising from or occurring as a result of the design, construction, use, maintenance, repair or operation, or the omission of any of the same, of the storm drain and the appurtenances, connections, attachments and appliances thereof.

4. The PROPRIETOR, and the successors and assigns of same, and the owners of all lands in the SPECIALLY BENEFITED DISTRICT shall fully and faithfully perform each and all of the particular and the general conditions of the Permit, being Exhibit B.

5. PROPRIETOR shall constitute the following language as a restriction and covenant running with all of the land described as the SPECIALLY BENEFITED DISTRICT and binding upon all owners of said lands, and their agents, heirs, assigns and successors:

(a) The PLYMOUTH CHARTER TOWNSHIP, its successors, assigns, agents, independent contractors and employees, is hereby granted an irrevocable license to enter upon and across all land at any time for the purposes of inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drain which is the subject of a certain Storm Drain Agreement, dated \_\_\_\_\_, 20\_\_\_\_, between the PLYMOUTH CHARTER TOWNSHIP AND LIVONIA BUILDERS GRANDOVER PARK, LLC therein referred to as PROPRIETOR, and which are subject to a Permit between the PLYMOUTH CHARTER TOWNSHIP and the WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES, WAYNE COUNTY, MICHIGAN dated August 15, 2014.

(b) The owner(s) of the land, and their agents, heirs, successors and assigns, shall be jointly and severally liable for all costs and expenses incurred by the PLYMOUTH CHARTER TOWNSHIP, together with reasonable charges for its administration, supervision and management, in inspecting, repairing, maintaining, removing, installing, reinstalling and constructing the storm drain which is the subject of paragraph (a), immediately hereinbefore set forth. Such costs, expenses and charges shall be due and owing upon the PLYMOUTH CHARTER TOWNSHIP communicating the same in writing to the last known address of said PROPRIETOR filed with the Township Clerk and to the address of owner(s) as set forth on the then existing tax roll by first class mail, postage prepaid, and a proof of service of said mailing shall be conclusive evidence of the fact of actual notice to all persons,

firms, corporations, associations or entities to whom such mailing was addressed. The foregoing shall not be the exclusive right or remedy of the PLYMOUTH CHARTER TOWNSHIP, rather all rights and remedies otherwise provided to the PLYMOUTH CHARTER TOWNSHIP by statute, ordinance, agreement or other provisions of this instrument shall be available to the PLYMOUTH CHARTER TOWNSHIP.

Further, the PROPRIETOR shall forthwith record this Storm Drain Agreement with the Wayne County Register of Deeds at PROPRIETOR'S sole cost and expense and furnish to the TOWNSHIP satisfactory evidence of such recording.

Wherever in this instrument the term "storm drain" is utilized, it shall be read to mean the same as "storm sewer".

IN WITNESS WHEREOF, the parties hereto have caused this Storm Drain Agreement to be executed by their respective, duly-authorized officers and their seals to be affixed hereto all as of the day and year first above written.

PROPRIETER

LIVONIA BUILDERS GRANDOVER PARK, LLC

By:   
Danny Veri

Its: Partner

By:   
Michael Joss

Its: Partner

PLYMOUTH CHARTER TOWNSHIP

By: ~~Shannon Price~~ KURT HEISE

Its: Supervisor

By: ~~Nancy Gonzelman~~ JERRY VORVA

Its: Clerk

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this 15th day of August, 2014,  
by Danny Veri, Partner and Michael Joss, Partner

of Livonia Builders Grandover Park, LLC, a Michigan Corporation, on behalf  
of the Corporation.

PATTI A. OHANNESIAN  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WAYNE  
My Commission Expires March 15, 2018  
Acting in the County of WAYNE



\_\_\_\_\_  
Notary Public  
County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_ by Shannon Price, Supervisor of Plymouth Charter Township and Nancy Conzelman, Clerk of  
Plymouth Charter Township, a Michigan municipal corporation, on behalf of the Plymouth Charter  
Township.

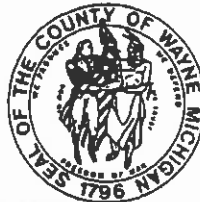
\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Wayne County, Michigan  
My Commission Expires: \_\_\_\_\_

When recorded, return to:

JERRY VORVA  
~~Nancy Conzelman~~, Clerk  
Plymouth Charter Township  
9955 North Haggerty Road  
Plymouth, MI 48170

Drafted by:

Ronald E. Witthoff, Esq.  
Hemming, Polaczyk, Cronin,  
Smith, Witthoff & Bennett, P.C.  
217 W. Ann Arbor Road, Suite 302  
Plymouth, MI 48170



**PERMIT OFFICE**  
 33809 MICHIGAN AVE  
 WAYNE, MI 48184,  
 PHONE (734) 595-6504  
 FAX (734) 595-6356

72 HOURS BEFORE ANY  
 CONSTRUCTION. CALL  
 Eileen Gardenhire  
 (734) 595-6504, Ext: 2030  
 FOR INSPECTION

**WAYNE COUNTY**  
**DEPARTMENT OF PUBLIC SERVICES**  
**PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN**

PERMIT No <b>M-47943</b>	
ISSUE DATE <b>5/19/2015</b>	EXPIRES
REVIEW No <b>R 13-271</b>	WORK ORDER

PROJECT NAME  
 MAINTENANCE PERMIT FOR THE RAVINES OF PLYMOUTH

LOCATION  
 PLYMOUTH (WEST OF HAGGERTY) CITY/TWP  
 PLYMOUTH

PERMIT HOLDER  
 PLYMOUTH TOWNSHIP  
 9955 N. HAGGERTY ROAD  
 PLYMOUTH TWP, MI 481704673

CONTRACTOR

CONTACT  
 RICHARD REAUME (734) 354-3200 CONTACT  
 <BLANK>

DESCRIPTION OF PERMITTED ACTIVIT  
 (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

PERMIT TO MAINTAIN THE STORM WATER MANAGEMENT SYSTEM IN ACCORDANCE WITH THE DRAWING ATTACHED AS EXHIBIT "A", THE TERMS OF THE LONG-TERM MAINTENANCE PLAN ATTACHED AS EXHIBIT "B" AND THE WAYNE COUNTY STORM WATER ORDINANCE AND ADMINISTRATIVE RULES. A RESOLUTION FROM THE LOCAL MUNICIPALITY TO MAINTAIN THE PROPOSED STORM WATER MANAGEMENT SYSTEM AND ITS FACILITIES IS REQUIRED.

THE TOWNSHIP OF PLYMOUTH SHALL ASSUME JURISDICTION OVER AND ACCEPT RESPONSIBILITY FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM(S) TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED AND CONSTRUCTED. THE PERMIT HOLDER'S RESPONSIBILITIES UNDER THIS PERMIT SHALL INCLUDE, WITHOUT LIMITATIONS, (A) ANY MONITORING AND PREVENTIVE MAINTENANCE ACTIVITIES SET FORTH IN THE PLAN; (B) ANY AND ALL REMEDIAL ACTIONS NECESSARY TO REPAIR, MODIFY OR RECONSTRUCT THE SYSTEM AND (C) OTHER ACTIVITIES OR RESPONSIBILITIES FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM AS MAY BE SET FORTH IN THE ORDINANCE, ADMINISTRATIVE RULES, THE PLAN OR THIS PERMIT.

THE TOWNSHIP OF PLYMOUTH SHALL PERFORM ALL MONITORING, MAINTENANCE, REMEDIAL AND OTHER RESPONSIBILITIES REQUIRED BY THE WAYNE COUNTY ORDINANCE, ADMINISTRATIVE RULES, THE PLAN AND THIS PERMIT, IN PERPETUITY AND AT ITS SOLE COST EXPENSE.

THE TOWNSHIP OF PLYMOUTH SHALL PREPARE, EXECUTE AND (IF NECESSARY) RECORD ANY AND ALL AGREEMENTS, CONTRACTS AND OTHER DOCUMENTS THAT MAY BE REQUIRED TO PERFORM ITS OBLIGATIONS HEREUNDER AND ENSURE MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM IN PERPETUITY.

IF WAYNE COUNTY FINDS IT NECESSARY TO ADJUST OR RELOCATE ALL OR ANY PORTION OF THE PERMITTED STORM WATER MANAGEMENT SYSTEM, THE PERMIT HOLDER SHALL CAUSE THIS ADJUSTMENT OR RELOCATION TO BE ACCOMPLISHED AT NO EXPENSE TO THE COUNTY. PRIOR TO ANY WORK BEING PERFORMED IN THE RIGHT-OF-WAY, A PERMIT SHALL BE SECURED FROM THE WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PERMIT OFFICE.

APPROVED PLANS PREPARED BY  
 LIVONIA BUILDERS GRANDOVER PARK

PLANS APPROVED BY  
 Razi, M.

REQUIRED ATTACHMENTS  
 EXHIBIT A. MAP DEPICTING PHYSICAL LIMITS OF STORM WATER MGT SYSTEM  
 EXHIBIT 'B': LONG TERM MAINTENANCE PLAN  
 EXHIBIT 'C': BINDING AGREEMENT (COMMUNITY RESOLUTION)

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

*In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.*

PERMIT HOLDER NAME  
 PERMIT HOLDER / AUTHORIZED AGENT

DATE

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

PREPARED BY

VALIDATED BY Ms JANICE CLARKE DATE

## Exhibit B

### STORM WATER MANAGEMENT SYSTEM LONG TERM MAINTENANCE PLAN

**A. Physical Limits of the Storm Water Management System**

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit A to the permit and includes without limitation the storm sewers, catch basins, manholes, inlets, swales, manufactured treatment system, detention basin, buffer strips outlet control structure and outlet pipe that conveys flow from the detention basin to an existing storm manhole within Wayne County Parks property that discharges to the Middle Rouge River. For the purposes of this plan, this storm water management system (SWMS) and all of its components as shown in Exhibit A is referred to as the Ravines of Plymouth SWMS.

**B. Time Frame for Long-Term Maintenance Responsibility**

Charter Township of Plymouth is responsible for maintaining the Ravines of Plymouth SWMS, including complying with applicable requirements of the local or Wayne County soil erosion and sedimentation control program until Wayne County releases the construction permit. Long-term maintenance responsibility for the Ravines of Plymouth SWMS commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

**C. Manner of Insuring Maintenance Responsibility**

Charter Township of Plymouth has assumed responsibility for long-term maintenance of the Ravines of Plymouth SWMS. The resolution by which Charter Township of Plymouth has assumed maintenance responsibility is attached to the permit as Exhibit C. Livonia Builders Grandover Park, LLC through a maintenance agreement with Charter Township of Plymouth, has agreed to perform the maintenance activities required by this plan. Charter Township of Plymouth retains the right to enter the property and perform the necessary maintenance of the Ravines of Plymouth SWMS if Livonia Builders Grandover Park, LLC fails to perform the required maintenance activities. To ensure that the Ravines of Plymouth SWMS is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit A), this plan (Exhibit B), the resolution attached as Exhibit C, and the maintenance agreement between the Charter Township of Plymouth and the property owner will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded documents will be provided to the County.

**D. Long-Term Maintenance Plan and Schedule**

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance and remedial actions). While performing maintenance, chemicals should not be applied to the forebay, detention basin, buffer strip, or watercourses. Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

TABLE 1 STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE								
MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS	Storm Collection System (Sewers, Swales, Catch Basins, Manholes)	Manufactured Treatment System/Forebay	Inlets to Forebay & Detention Basin	Detention Basin	Outlet Control Structures & Outlet Pipe	Buffer Strip, Riprap Pavement Areas	FREQUENCY
<b>Monitoring/Inspection</b>								
Inspected for Sediment Accumulation**/Clogging of stones	X	X	X	X	X	X		Annually
Inspected For Floatables, Dead Vegetation & Debris	X	X	X	X	X	X	X	Annually & After Major Events
Inspected For Erosion And Integrity of System	X	X	X	X	X	X	X	Annually & After Major Events
Inspected All Components During Wet weather & Compare to As-Built Plans	X	X	X	X	X	X	X	Annually
Ensure Maintenance Access Remain Open/Clear	X	X	X	X	X	X	X	Annually
<b>Preventative Maintenance</b>								
Mowing				X			X	As Needed, select areas only*
Remove Accumulated Sediments	X	X	X	X	X	X		As needed**
Remove Floatables, Invasive & Dead Vegetation & Debris	X	X	X	X	X	X	X	As Needed
Replace or Wash & Reuse Risers Stone Filters				X				Every 3 years, or as needed***
Sweeping of Paved Surfaces							X	As Needed
<b>Remedial Actions</b>								
Repair/Stabilize Areas of Erosion, Reseed Bare Areas	X						X	As Needed
Replace Dead Plantings, brushies & trees. Reseed Bare Areas	X							As needed
Structural Repairs	X	X	X	X	X	X	X	As Needed
Make Adjustments/Repairs to Ensure Proper Functioning	X	X	X	X	X	X	X	As Needed

NOTES: \*Not to exceed the length allowed by local community ordinance \*\*Manufactured Treatment System & detention basin to be cleaned whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed \*\*\*Replace stones if they cannot be adequately cleaned

<b>PROPERTY INFORMATION:</b> The Ravines of Plymouth Plymouth Road Plymouth Township, Wayne County Michigan	<b>PROPERTY OWNER:</b> Livonia Builders Grandover Park, LLC 4982 Dewitt Road Canton, MI 48188 Contact: Danny Veri Phone: (734) 397-9140
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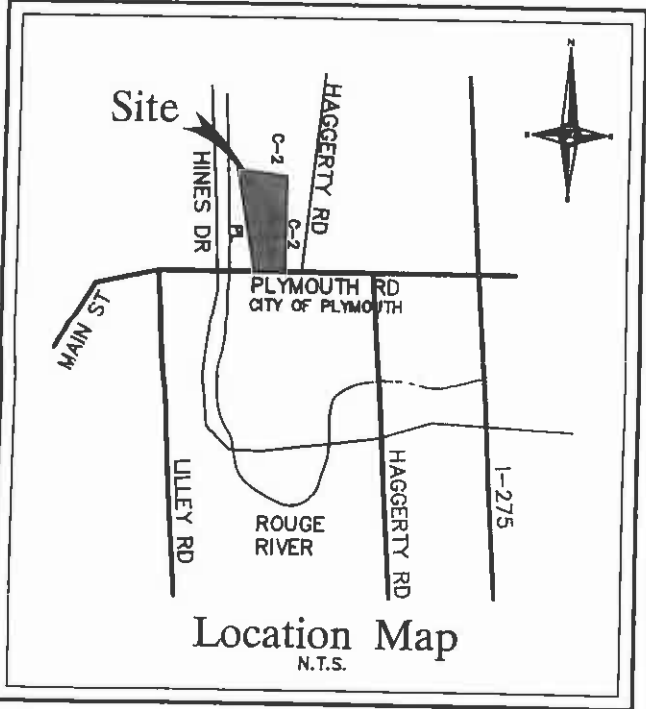
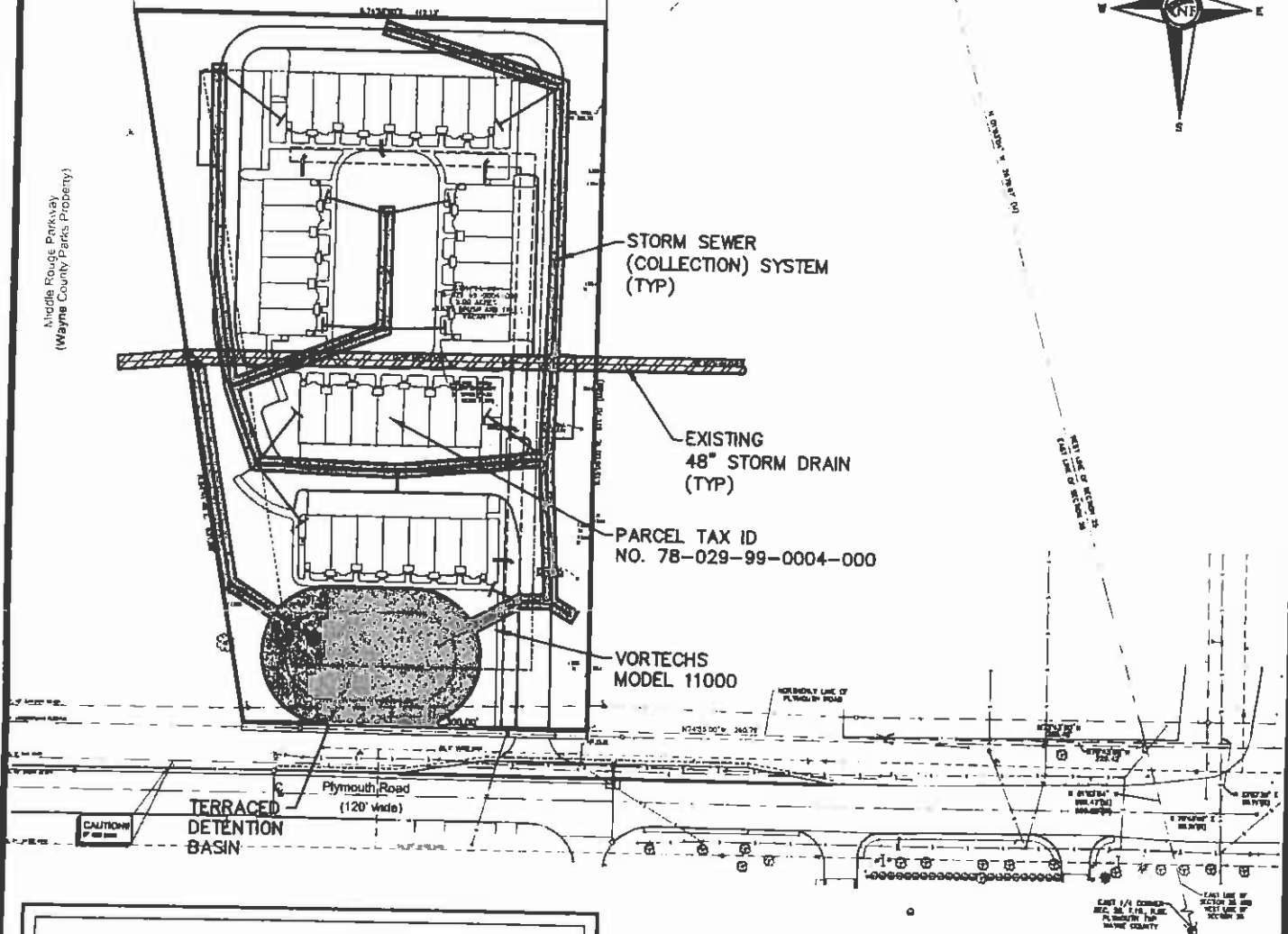
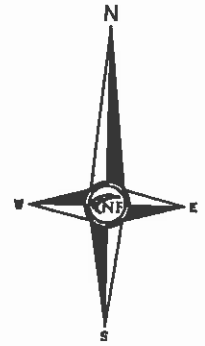


PREPARED FOR:  
 LIVONIA BUILDERS  
 4952 DEWITT ROD  
 CANTON TWP., MI 48188

SCALE      REVISED      DRAWN      JOB NO.      SHEET  
 1" = 150'      01-21-14      RJJ      D301-03      1 of 1

# Exhibit A

## PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM



LEGEND	
	TOWNSHIP OF PLYMOUTH MAINTENANCE RESPONSIBILITY
	STORM SEWERS & STRUCTURES

**ENGINEERS**  
 NOWAK & FRAUS ENGINEERS  
 46777 WOODWARD AVE  
 PONTIAC, MI 48342-5032  
 TEL (248) 332-7931  
 FAX (248) 332-8257

PREPARED FOR:  
 LIVONIA BUILDERS  
 4952 DEWITT ROD  
 CANTON TWP., MI 48188

ENGINEER:  
 NOWAK & FRAUS ENGINEERS  
 46777 WOODWARD AVENUE  
 PONTIAC, MI 48342

SCALE	DATE	DRAWN	JOB NO.	SHEET
1" = 150'	09-11-13	RJJ	D301-03	1 of 1



## EASEMENT

Livonia Builders Grandover Park, LLC having an address of 4902 dewitt suite 101 canton mi 48188 hereinafter designated "GRANTOR", in consideration of the sum of One Dollar, receipt of which is hereby acknowledged and determined to be fair and just compensation by GRANTOR, does by these presents covenant and warrant that GRANTOR is the fee simple owner of the property described below and does grant and convey to the Plymouth Charter Township, a Michigan municipal corporation, 9955 North Haggerty Road, Plymouth, Michigan 48170, hereinafter designated "GRANTEE", an easement and right of way for the purpose of installation, inspection, maintenance, repair, operation and removal of municipally owned utilities, including without limitation water, storm sewer and sanitary sewer and connections thereto, in, upon and across the property owned by GRANTOR, situated in the Plymouth Charter Township, Wayne County, Michigan and more particularly described in EXHIBIT A.

The GRANTEE, its employees, agents or independent contractors, shall have full right upon said property and ingress and egress thereto for the purpose of constructing, installing, maintaining, repairing, altering or removing the aforementioned facilities. Further, for the purpose of storing or moving machinery, materials or other incidentals in connection with and during the construction or maintenance of said work, GRANTEE, its employees, agents or independent contractors, shall have a right of access and use over and across adjoining lands of GRANTOR. Reasonable caution shall be observed by GRANTEE, its employees, agents and independent contractors, for the protection of trees, shrubs, fences and other improvements belonging to GRANTOR. All surplus earth shall be removed from the property or deposited on the property in a manner satisfactory to GRANTOR. Upon completion of installation, construction, maintenance, repairs, alteration or removal of said facilities, the premises shall be left as nearly as reasonably possible in the same condition as before such work began and all machinery, materials and equipment removed.

The granting of the easement as stated herein shall vest in the GRANTEE authority to use said property for the purposes herein designated. This grant of easement shall run with the land and be binding upon the heirs, successors and assigns of GRANTOR and GRANTEE. It is understood and agreed that any and all improvements or appurtenances of the municipally owned utilities in the easement premises shall become and remain at all times the property of the GRANTEE, its successors and assigns, and subject to the GRANTEE'S fees, rules, regulations and ordinances.

### END OF PAGE ###

IN WITNESS WHEREOF, GRANTOR has executed this instrument on \_\_\_\_\_, 20\_\_.

GRANTOR

[Signature]

(print or type name & title)

Danny Veri, Partner

(print or type name & title)

State of MI  
County of Wayne ) ss.

The foregoing instrument was acknowledged before me this 16 of Nov.  
2016, by Danny Veri, Partner

(print grantor names and titles, if any)

[Signature]

Notary Public Wayne County, Michigan

My commission expires: 10-12-2019

**KELLY LATAWIEC**  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Oct 12, 2019  
ACTING IN COUNTY OF Wayne

After recording return this instrument to:

This instrument drafted by:

Nancy Conzelman, Clerk  
Plymouth Charter Township  
9955 North Haggerty Road  
Plymouth, Michigan 48170

Nancy Conzelman, Clerk  
Plymouth Charter Township  
9955 North Haggerty Road  
Plymouth, Michigan 48170

This instrument is exempt from the Michigan transfer tax pursuant to Section 5a, being MCLA 207.505a.

This instrument approved as to form and substance by the Attorney for the Plymouth Charter Township, on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Kevin Bennett, Township Attorney

The easement description is approved as to form only by Engineer for the Plymouth Charter Township on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
David E. Richmond, P.E., Township Engineer

This instrument accepted by the Board of Trustees of the Plymouth Charter Township at its meeting of \_\_\_\_\_, 20\_\_, and directed to be recorded.

\_\_\_\_\_  
Nancy Conzelman, Plymouth Charter Township Clerk

**Exhibit A**  
**WATER MAIN EASEMENT**

**LEGAL DESCRIPTION - PROPERTY**

PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 26; THENCE PROCEEDING ALONG THE EAST LINE OF SAID SECTION 26, N.01°03'04"W., 699.47 FEET (RECORDED AS 699.60 FEET); THENCE ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD THE FOLLOWING TWO COURSES: 1) N.75°43'00"W., 229.42 FEET AND 2) N.74°55'00"W., 260.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD N.74°55'00"W., 300.00 FEET; THENCE ALONG THE EASTERLY LINE OF THE MIDDLE ROUGE PARKWAY N.04°41'46"E., 621.89 FEET; THENCE S.74°55'00"E., 412.13 FEET; THENCE S.15°05'00"W., 611.70 FEET TO THE POINT OF BEGINNING.

SIDWELL NO: 78-029-99-0004-000

CONTAINING 217,806 SQ. FT. OR 5.00 ACRES.

**LEGAL DESCRIPTION - WATER MAIN EASEMENT**

A TWELVE (12) FOOT WIDE EASEMENT FOR WATER MAIN BEING DESCRIBED ALONG ITS CENTERLINE AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 26, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN; THENCE PROCEEDING ALONG THE EAST LINE OF SAID SECTION 26, N.01°03'04"W., 699.47 FEET (RECORDED AS 699.60 FEET); THENCE ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD THE FOLLOWING TWO COURSES: 1) N.75°43'00"W., 229.42 FEET AND 2) N.74°55'00"W., 288.05 FEET TO THE POINT OF BEGINNING; THENCE N.15°04'58"E., 183.91 FEET TO POINT 'A'; THENCE CONTINUING N.15°04'58"E., 264.82 FEET; THENCE N.29°02'14"W., 20.64 FEET TO POINT 'B'; THENCE CONTINUING N.29°02'14"W., 24.00 FEET; THENCE N.74°57'15"W., 261.00 FEET; THENCE S.60°04'41"W., 23.33 FEET TO POINT 'C'; THENCE CONTINUING S.60°04'41"W., 14.11 FEET; THENCE S.15°01'47"W., 109.05 FEET; THENCE S.04°41'46"W., 92.65 FEET TO POINT 'D'; THENCE CONTINUING S.04°41'46"W., 258.18 TO THE POINT OF ENDING; THENCE CONTINUING FROM SAID POINT 'A', N.74°51'21"W., 13.25 FEET TO A POINT OF ENDING; THENCE CONTINUING FROM SAID POINT 'B', N.60°04'41"E., 21.02 FEET TO A POINT OF ENDING; THENCE CONTINUING FROM SAID POINT 'C', N.29°55'19"W., 13.06 FEET TO A POINT OF ENDING; THENCE CONTINUING FROM SAID POINT 'D', S.85°18'14"E., 22.66 FEET TO A POINT OF ENDING.



**NOWAK & FRAUS ENGINEERS**  
4677 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL (248) 332-7931  
FAX. (248) 332-8257

PREPARED FOR:  
LIVONIA BUILDERS

DATE  
02-18-14

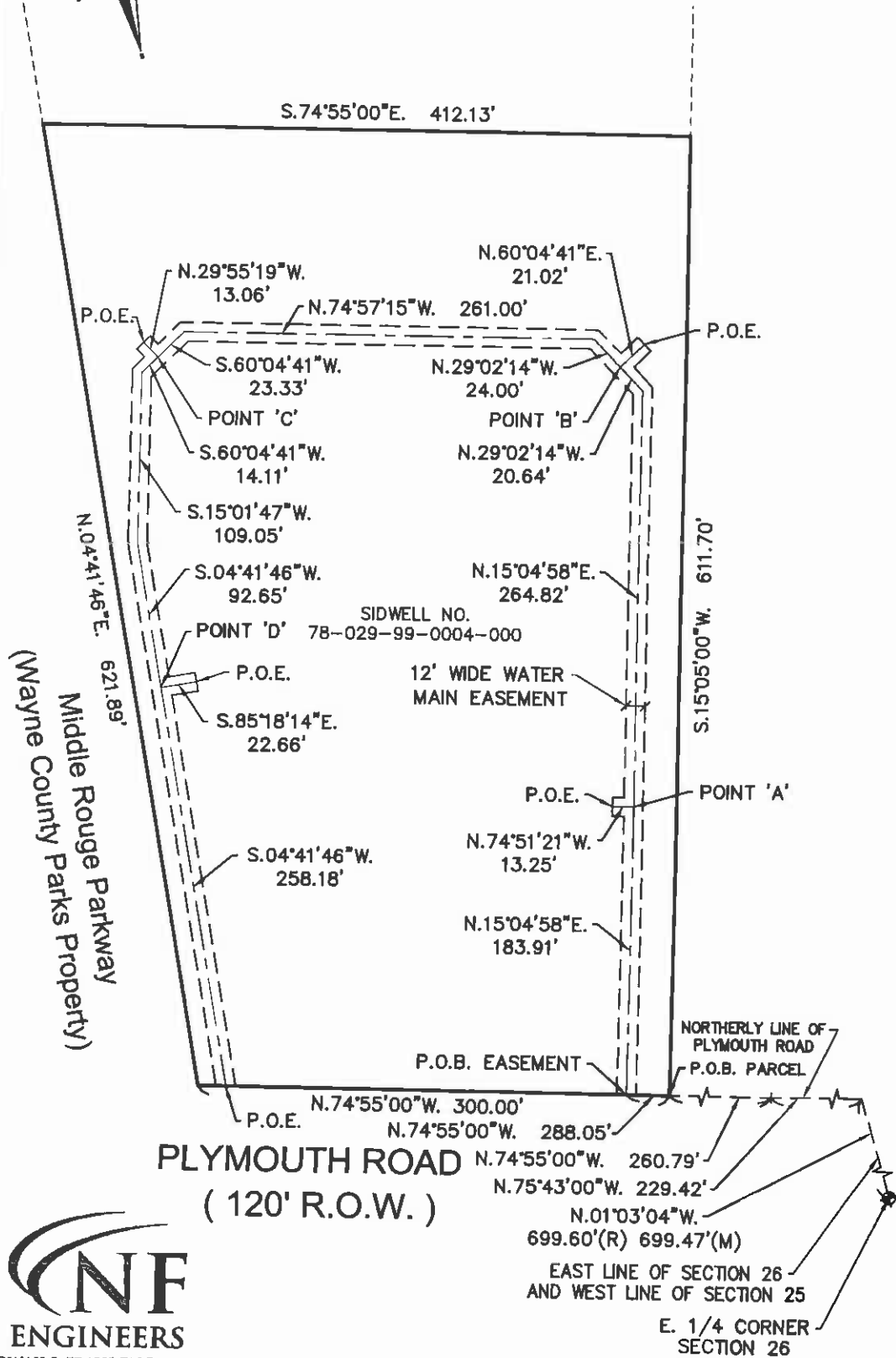
DRAWN  
MC

JOB NO.  
D301-03

SHEET  
1 of 2

# Exhibit A

## WATER MAIN EASEMENT



Middle Rouge Parkway  
 (Wayne County Parks Property)

SIDWELL NO.  
78-029-99-0004-000

12' WIDE WATER  
MAIN EASEMENT

**PLYMOUTH ROAD**  
(120' R.O.W.)

EAST LINE OF SECTION 26  
AND WEST LINE OF SECTION 25

E. 1/4 CORNER  
SECTION 26



**ENGINEERS**  
 NOWAK & FRAUS ENGINEERS  
 46777 WOODWARD AVE.  
 PONTIAC, MI 48342-5032  
 TEL (248) 332-7931  
 FAX (248) 332-8257

PREPARED FOR:	SCALE	DATE	DRAWN	JOB NO.	SHEET
LIVONIA BUILDERS	1" = 80'	02-18-14	MC	D301-03	2 of 2

## MEMORANDUM

**DATE:** January 11, 2017

**TO:** Jerry Vorva, Clerk  
Plymouth Charter Township  
9955 North Haggerty Road  
Plymouth, Michigan 48170

**FROM:** David E. Richmond, P.E.

**RE:** Ravines of Plymouth Water Main and Sanitary Easements

**SDA JOB NO.:** PL13-105

---

Please find the enclosed easement(s) for Township utilities constructed for the referenced project. The enclosed documents are in a format approved by the Township Attorney and accurately describe the location. They have been executed by the property owner.

Please request Board of Trustee Approval for the Clerk to sign, then forward for recording at the Wayne County Records Department. When you receive a copy of the recorded document, please forward a copy for our records.

If you have any questions, please do not hesitate to call.

Enclosure

## EASEMENT

Livonia Builders Grandover Park, LLC having an address of 4902 dewitt suite 101 canton mi 48188 hereinafter designated "GRANTOR", in consideration of the sum of One Dollar, receipt of which is hereby acknowledged and determined to be fair and just compensation by GRANTOR, does by these presents covenant and warrant that GRANTOR is the fee simple owner of the property described below and does grant and convey to the Plymouth Charter Township, a Michigan municipal corporation, 9955 North Haggerty Road, Plymouth, Michigan 48170, hereinafter designated "GRANTEE", an easement and right of way for the purpose of installation, inspection, maintenance, repair, operation and removal of municipally owned utilities, including without limitation water, storm sewer and sanitary sewer and connections thereto, in, upon and across the property owned by GRANTOR, situated in the Plymouth Charter Township, Wayne County, Michigan and more particularly described in EXHIBIT A.

The GRANTEE, its employees, agents or independent contractors, shall have full right upon said property and ingress and egress thereto for the purpose of constructing, installing, maintaining, repairing, altering or removing the aforementioned facilities. Further, for the purpose of storing or moving machinery, materials or other incidentals in connection with and during the construction or maintenance of said work, GRANTEE, its employees, agents or independent contractors, shall have a right of access and use over and across adjoining lands of GRANTOR. Reasonable caution shall be observed by GRANTEE, its employees, agents and independent contractors, for the protection of trees, shrubs, fences and other improvements belonging to GRANTOR. All surplus earth shall be removed from the property or deposited on the property in a manner satisfactory to GRANTOR. Upon completion of installation, construction, maintenance, repairs, alteration or removal of said facilities, the premises shall be left as nearly as reasonably possible in the same condition as before such work began and all machinery, materials and equipment removed.

The granting of the easement as stated herein shall vest in the GRANTEE authority to use said property for the purposes herein designated. This grant of easement shall run with the land and be binding upon the heirs, successors and assigns of GRANTOR and GRANTEE. It is understood and agreed that any and all improvements or appurtenances of the municipally owned utilities in the easement premises shall become and remain at all times the property of the GRANTEE, its successors and assigns, and subject to the GRANTEE'S fees, rules, regulations and ordinances.

### END OF PAGE ###

IN WITNESS WHEREOF, GRANTOR has executed this instrument on \_\_\_\_\_, 20\_\_.

GRANTOR

[Signature]

(print or type name & title)

Danny Verzi Partner

(print or type name & title)

State of MI )  
County of Wayne )ss.

The foregoing instrument was acknowledged before me this 16 of Nov  
2016, by Danny Verzi, Partner

(print grantor names and titles, if any)

[Signature]  
Notary Public, Wayne County, Michigan

My commission expires: 10-12-2019

This instrument drafted by:

Nancy Conzelman, Clerk  
Plymouth Charter Township  
9955 North Haggerty Road  
Plymouth, Michigan 48170

After recording return this instrument to:

Nancy Conzelman, Clerk  
Plymouth Charter Township  
9955 North Haggerty Road  
Plymouth, Michigan 48170

KELLY LATAWIEG  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Oct 12, 2019  
ACTING IN COUNTY OF Wayne

This instrument is exempt from the Michigan transfer tax pursuant to Section 5a, being MCLA 207.505a.

This instrument approved as to form and substance by the Attorney for the Plymouth Charter Township, on  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Kevin Bennett, Township Attorney

The easement description is approved as to form only by Engineer for the Plymouth Charter Township on  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
David E. Richmond, P.E., Township Engineer

This instrument accepted by the Board of Trustees of the Plymouth Charter Township at its meeting of  
\_\_\_\_\_, 20\_\_, and directed to be recorded.

\_\_\_\_\_  
Nancy Conzelman, Plymouth Charter Township Clerk

# Exhibit A

## SANITARY SEWER EASEMENT

### LEGAL DESCRIPTION - PROPERTY

PART OF THE NORTHEAST 1/4 OF SECTION 26, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 26; THENCE PROCEEDING ALONG THE EAST LINE OF SAID SECTION 26, N.01°03'04"W., 699.47 FEET (RECORDED AS 699.60 FEET); THENCE ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD THE FOLLOWING TWO COURSES: 1) N.75°43'00"W., 229.42 FEET AND 2) N.74°55'00"W., 260.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD N.74°55'00"W., 300.00 FEET; THENCE ALONG THE EASTERLY LINE OF THE MIDDLE ROUGE PARKWAY N.04°41'46"E., 621.89 FEET; THENCE S.74°55'00"E., 412.13 FEET; THENCE S.15°05'00"W., 611.70 FEET TO THE POINT OF BEGINNING.

SIDWELL NO: 78-029-99-0004-000

CONTAINING 217,806 SQ. FT. OR 5.00 ACRES.

### LEGAL DESCRIPTION - SANITARY SEWER EASEMENT

A TWENTY (20) FOOT WIDE EASEMENT FOR SANITARY SEWER BEING DESCRIBED ALONG ITS CENTERLINE AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 26, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN; THENCE PROCEEDING ALONG THE EAST LINE OF SAID SECTION 26, N.01°03'04"W., 699.47 FEET (RECORDED AS 699.60 FEET); THENCE ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD THE FOLLOWING TWO COURSES: 1) N.75°43'00"W., 229.42 FEET AND 2) N.74°55'00"W., 329.77 FEET TO THE POINT OF BEGINNING; THENCE N.15°38'44"E., 302.87 FEET; THENCE N.15°24'44"E., 187.92 FEET; THENCE N.74°54'48"W., 207.01 FEET TO THE POINT OF ENDING.



**NOWAK & FRAUS ENGINEERS**  
4677 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL (248) 332-7931  
FAX (248) 332-8257

PREPARED FOR:  
LIVONIA BUILDERS

DATE  
02-18-14

DRAWN  
MC

JOB NO.  
D301-03

SHEET  
1 of 2



# Exhibit A

## SANITARY SEWER EASEMENT



S.74°55'00"E. 412.13'

N.74°54'48"W. 207.01'

N.15°24'44"E. 187.92'

SIDWELL NO.  
78-029-99-0004-000

20' WIDE SANITARY  
SEWER EASEMENT

N.15°38'44"E. 302.87'

S.15°05'00"W. 611.70'

N.04°41'46"E. 621.89'

Middle Rouge Parkway  
(Wayne County Parks Property)

P.O.B. EASEMENT

NORTHERLY LINE OF  
PLYMOUTH ROAD  
P.O.B. PARCEL

N.74°55'00"W. 300.00'

N.74°55'00"W. 329.77'

PLYMOUTH ROAD  
(120' R.O.W.)

N.74°55'00"W. 260.79'

N.75°43'00"W. 229.42'

N.01°03'04"W.

699.60'(R) 699.47'(M)

EAST LINE OF SECTION 26  
AND WEST LINE OF SECTION 25

E. 1/4 CORNER  
SECTION 26



**ENGINEERS**  
NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL. (248) 332-7931  
FAX. (248) 332-8257

PREPARED FOR:  
LIVONIA BUILDERS

SCALE  
1" = 80'

DATE  
02-18-14

DRAWN  
MC

JOB NO.  
D301-03

SHEET  
2 of 2

F.

## Charter Township of Plymouth Ethics Ordinance (draft #1)<sup>1</sup>

### **II.-15.00. Title.**

This ordinance shall be known and may be referred to as the Charter Township of Plymouth Ethics Ordinance.

### **II.-15.01. Scope, purpose and intent.**<sup>2</sup>

The purpose of this ordinance is to set forth standards of conduct for the officers and employees of the Charter Township of Plymouth. The citizens of the Charter Township of Plymouth are entitled to fair, ethical, and accountable local government that affords them full confidence in its integrity. Furthermore, the effective functioning of democratic government requires that public officials comply with both the letter and the spirit of the laws and policies affecting the operations of government, that public officials be independent, impartial, and fair in their judgment and actions, that public office be used only for public good and not for personal gain, and that public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

The ordinance also provides references to certain state statutes that regulate the conduct of officers and employees of local government. The ordinance provides for penalties for violations of this ordinance.

*Explanation #1. The AG Model Ordinance provides for three “enforcement” options: an Ethics Ombudsperson; a Board of Ethics; or by the Board of Trustees themselves. This draft opts for the third mechanism for drafting purposes. Thus, since an Ethics Ombudsperson is not provided for, there is no separate chapter establishing that office and, since the Board of Ethics is not established, there is in its place another section entitled “Filing and Disposition of Complaints.” This draft does include a “Sanctions” section similar to that in the model ordinance.*

*Explanation #2. This draft adds “intent” language inserted after the second sentence of the first paragraph modeled after that of St. Joseph Township: <http://sjct.org/files/Code-of-Ethics-Ordinance-Adopted-February-1-2016.pdf>. The language seems preferable to Wayne County’s: <http://www.waynecounty.com/commission/index.htm>*

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<sup>1</sup> This draft ordinance is based on the Sept. 2009 Michigan Attorney General “MODEL ETHICS ORDINANCE For Local Units of Government;” see [https://www.michigan.gov/documents/ag/ModelEthicsOrdDraft\\_287092\\_7.pdf](https://www.michigan.gov/documents/ag/ModelEthicsOrdDraft_287092_7.pdf)

For ease of understanding, this draft assumes it could be added to Chapter II: Administration of the Code of Ordinances.

<sup>2</sup> Corresponds to Section 1 – 1 of the AG Model Ordinance.

**II.-15.02. Definitions.**<sup>3</sup>

For purposes of this ordinance, the following words are defined as follows:

***EMPLOYEE.*** A person employed by the Township, whether on a full-time or part-time basis.<sup>4</sup>

***GIFT.*** Any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, travel, lodging, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.

***GOVERNMENT CONTRACT.*** A contract in which the Charter Township of Plymouth acquires goods or services, or both, from another person or entity, but the term does not include a contract pursuant to which a person serves as an employee or appointed officer of the Charter Township of Plymouth.

***GOVERNMENTAL DECISION.*** A determination, action, vote, or disposition upon a motion, proposal, recommendation, resolution, ordinance, or measure on which a vote by the members of a legislative or governing body of a public entity is required and by which a public entity formulates or effectuates public policy.

***IMMEDIATE FAMILY.*** A person and a person's spouse and the person's children and step-children, by blood or adoption, who reside with that person.

***OFFICER OR OFFICIAL.*** A person who holds office, by election or appointment, within the Charter Township of Plymouth, regardless of whether the officer is compensated for service in his or her official capacity.

***OFFICIAL ACTION.*** A decision, recommendation, approval, disapproval, or other action or failure to act which involves the use of discretionary authority.

***PROHIBITED SOURCE.*** Any person or entity who:

- (1) is seeking official action: (i) by an officer; or (ii) by an employee or by the officer or another employee directing that employee;
- (2) does business or seeks to do business: (i) with the officer; or (ii) with an employee or with the officer or another employee directing that employee;
- (3) conducts activities regulated: (i) by the officer; or (ii) by an employee or by the officer or another employee directing that employee; or

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<sup>3</sup> Corresponds to Section 1-2 of the AG Model Ordinance.

<sup>4</sup> *Explanation:* This AG Model Ordinance definition appears to exclude elected officials, who are covered under the subsequent "Officer or Official" definition.

(4) has interests that may be substantially affected by the performance or nonperformance of the official duties of the officer or employee.

### **II.-15.03. Standards of Conduct.**

(A) Except as permitted by this ordinance, no officer or employee of the Charter Township of Plymouth shall intentionally solicit or accept any gift from any prohibited source or which is otherwise prohibited by law or ordinance.<sup>5</sup>

(B) Subdivision (A) is not applicable to the following:<sup>6</sup>

(1) Opportunities, benefits, and services that are available on the same conditions as for the general public.

(2) Anything for which the officer or employee pays the fair market value.

(3) Any contribution that is lawfully made under the Campaign Finance Laws of the State of Michigan.<sup>7</sup>

(4) A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, and including the father, mother, grandfather, or grandmother of an individual's spouse and the individual's fiancé or fiancée.

(5) Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (i) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (ii) whether, to the actual knowledge of the recipient, the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (iii) whether, to the actual knowledge of the recipient, the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees.

(6) Food or refreshments not exceeding \$[**amount to be determined**] per person in value on a single calendar day, provided that the food or refreshments are: (i) consumed on the premises from which they were purchased or prepared; or (ii) catered. For purposes of this Section, "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.

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<sup>5</sup> Corresponds to Section 2-1 of the AG Model Ordinance.

<sup>6</sup> Corresponds to Section 2-2 of the AG Model Ordinance.

<sup>7</sup> *Explanation:* this AG Model Ordinance exclusion appears to allow vendors to make campaign contributions and not run afoul of this ordinance.

(7) Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee) if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee and are customarily provided to others in similar circumstances.

(8) Intra-governmental and inter-governmental gifts. For the purpose of this ordinance, “intra-governmental gift” means any gift given to an officer or employee from another officer or employee of the Charter Township of Plymouth, and “inter-governmental gift” means any gift given to an officer or employee by an officer or employee of another governmental entity.

(9) Bequests, inheritances, and other transfers at death.

(10) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$[amount to be determined; State of Michigan rule is \$58 per month].

Each of the exceptions listed in this Subdivision is mutually exclusive and independent of every other.

*[AG Model Ordinance Commentary: “The dollar amount limitations should be determined by each local unit based upon the standards of each municipality and the cost of such items in the area. For example, the State of Illinois places limits of \$75 and \$100 in sections (6) and (10) respectively. However, a rural area of northern Michigan is not likely to be subject to a cost of living similar to that in Chicago or Detroit and the limits should reflect the local standards.”]*

(C) An officer or employee does not violate this ordinance if he or she promptly takes reasonable action to return a gift from a prohibited source.<sup>8</sup>

(D) A public officer or employee shall not divulge to an unauthorized person confidential information acquired in the course of employment in advance of the time prescribed by the Charter Township of Plymouth or the [name of specific officer] for its authorized release to the public.

See: Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231 *et seq.*

Suppression of or refusal to provide public records of the Charter Township of Plymouth is governed by the FOIA, the Records Retention Schedule of the Charter Township of Plymouth as approved by the State Archivist, and MCL 750.491 (Public records; removal, mutilation or destruction; penalty).<sup>9</sup>

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<sup>8</sup> Corresponds to Section 2-3 of the AG Model Ordinance.

<sup>9</sup> Corresponds to Section 2-4 of the AG Model Ordinance.

**II.-15.04. Personal Opinion.**<sup>10</sup>

An officer or employee shall not represent his or her personal opinion as that of the Charter Township of Plymouth.

**II.-15.05. Public Resources.**<sup>11</sup>

An officer or employee shall use personnel resources, property, and funds under the officer's or employee's official care and control judiciously and solely in accordance with prescribed constitutional, statutory, and regulatory procedures and not for personal gain or benefit.

**II.-15.06. Personal Profit.**<sup>12</sup>

A public officer or employee shall not engage in a business transaction in which the public officer or employee may profit from his or her official position or authority or benefit financially from confidential information which the public officer or employee has obtained or may obtain by reason of that position or authority. Instruction which is not done during regularly scheduled working hours, except for annual leave or vacation time, shall not be considered a business transaction pursuant to this section if the instructor does not have any direct dealing with or influence on the employing or contracting facility associated with his or her course of employment with the Charter Township of Plymouth.

**II.-15.07. Incompatibility and Conflicts of Interest.**<sup>13</sup>

Except as otherwise provided in Const 1963, statute, or in Section 15.09, an officer or employee shall not engage in or accept employment or render services for a private or public interest when that employment or service is incompatible or in conflict with the discharge of the officer's or employee's official duties or when that employment may tend to impair his or her independence of judgment or action in the performance of official duties. The simultaneous holding of more than one public position under certain circumstances is contrary to the requirements of the Incompatible Public Offices Act, MCL 15.181 *et seq.* However, the simultaneous holding of certain public positions is specifically authorized by the Michigan Constitution of 1963 or state statute.

See: Incompatible Public Offices Act, 1978 PA 566, MCL 15.181 *et seq.*

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<sup>10</sup> Corresponds to Section 2-5 of the AG Model Ordinance.

<sup>11</sup> Corresponds to Section 2-6 of the AG Model Ordinance.

<sup>12</sup> Corresponds to Section 2-7 of the AG Model Ordinance.

<sup>13</sup> Corresponds to Section 2-8 of the AG Model Ordinance.

See: Const 1963, Article 7, Section 28. Local officials are specifically authorized to serve on the governing bodies of intergovernmental entities.

**II.-15.08. Personal and financial interests.**<sup>14</sup>

Except as provided in Section 15.09, an officer or employee shall not participate in the negotiation or execution of contracts, making of loans, granting of subsidies, fixing of rates, issuance of permits or certificates, or other regulation or supervision relating to a business entity in which the officer or employee has a financial or personal interest.

See: Conflict of Interest Act, 1968 PA 317, MCL 15.321 *et seq.* This Act governs the solicitation by and participation in government contracts by officers and employees of the Charter Township of Plymouth and preempts all local regulations of such conduct. However, the Conflict of Interest Act does not apply to contracts between the Charter Township of Plymouth and its officers and employees which are based on the Charter Township of Plymouth's powers to appoint officers and hire employees.

See: State Ethics Act, 1973 PA 196, MCL 15.341 *et seq.* Section 2 of this Act, MCL 15.342, sets forth the standards listed in Sections 15.03 to 15.08 of this ordinance. However, no sanctions are imposed for violation of these standards by officers and employees of local units of government. Hence the need for this ordinance to impose sanctions for the violation of these standards of conduct.

**II.-15.09. State Conflict of Interest Act, Validity of Contracts, and Voting on, Making, or Participating in Governmental Decisions.**<sup>15</sup>

(1) This ordinance shall not in any manner vary or change the requirements of 1968 PA 317, being sections 15.321 to 15.330 of the Michigan Compiled Laws which governs the solicitation by and participation in government contracts by officers and employees of the Charter Township of Plymouth and preempts all local regulation of such conduct.

(2) This ordinance is intended as a code of ethics for the Charter Township of Plymouth's officers and employees. A contract in respect to which a public officer or employee acts in violation of this ordinance shall not be considered to be void or voidable unless the contract is a violation of a statute which specifically provides for the remedy.

(3) Subject to subdivision (4), Sections 15.07 and 15.08 shall not apply, and an officer shall be permitted to vote on, make, or participate in making a governmental decision if all of the following occur:

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<sup>14</sup> Corresponds to Section 2-9 of the AG Model Ordinance.

<sup>15</sup> Corresponds to Section 2-10 of the AG Model Ordinance.

(a) The requisite quorum necessary for official action on the governmental decision by the Charter Township of Plymouth to which the officer has been elected or appointed is not available because the participation of the officer in the official action would otherwise violate Sections 15.07 and 15.08.

(b) The officer is not paid for working more than 25 hours per week for the Charter Township of Plymouth.

(c) The officer promptly discloses any personal, contractual, financial, business, or employment interest he or she may have in the governmental decision, and the disclosure is made part of the public record of the official action on the governmental decision.

(4) If a governmental decision involves the awarding of a contract, Sections 15.07 and 15.08 shall not apply, and a public officer shall be permitted to vote on, make, or participate in making the governmental decision if all of the following occur:

(a) All of the conditions of subdivision (3) are fulfilled.

(b) The public officer will directly benefit from the contract in an amount less than \$250.00 or less than 5% of the public cost of the contract, whichever is less.

(c) The public officer files a sworn affidavit containing the information described in subdivision (4)(b) with the Charter Township of Plymouth making the governmental decision.

(d) The affidavit required by subdivision (4)(c) is made a part of the public record of the official action on the governmental decision.

#### **II-15.10. Political Activities of Public Employee or Public Officer.**<sup>16</sup>

(1) Employees of local units of government running for office, political campaigning by employees, and limitations on officers and employees seeking support from other employees for those campaigning for public office and for or against ballot proposals are regulated by the Political Activities by Public Employees Act, MCL 15.401 *et seq.* Complaints may be filed pursuant to MCL 15.406. Violation of the provisions of this Act by employees and appointed officers are subject to appropriate disciplinary action, up to and including termination by the appointing authority. Violations of the ordinance are also subject to the sanctions provided herein.

(2) Michigan Campaign Finance Act, MCL 169.201 *et seq.* Complaints regarding compliance with this Act may be filed with the Michigan Department of State.

See: Political Activities by Public Employees Act, 1976 PA 169, MCL 15.401, *et seq.*

See: Michigan Campaign Finance Act, MCL 169.201 *et seq.*

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<sup>16</sup> Corresponds to Section 2-11 of the AG Model Ordinance.



**II.-15.11. Anti-nepotism.**<sup>17</sup>

Unless the Charter Township of Plymouth shall, by a two-thirds (2/3) vote, which shall be recorded as part of its official proceedings, determine that the best interests of the Charter Township of Plymouth shall be served and the individual considered by such a vote has met the qualifications for appointive office or employment, the following relatives of any elected or appointed officer are disqualified from holding any appointed office or employment during the term for which said elected or appointed officer was elected or appointed: spouse, child, parent, grandchild, grandparent, brother, sister, half-brother, half-sister, or the spouse of any of them. This Section shall in no way disqualify such relatives or their spouses who are bona fide appointed officers or employees of the Charter Township of Plymouth at the time of the election or appointment of said officer to elective Charter Township of Plymouth office.

**II.-15.12. Representation Before Governmental Body.**<sup>18</sup>

An official or employee of the Charter Township of Plymouth shall not represent any other person in any matter that the person has before the Charter Township of Plymouth when the officer or employee appoints or otherwise supervises the board, commission, officer, or employee responsible for handling the matter.

**II.-15.13. Transactional Disclosure.**<sup>19</sup>

Whenever an officer or employee is required to recuse himself or herself under this ordinance, he or she:

- (a) shall immediately refrain from participating further in the matter;
- (b) shall promptly inform his or her superior, if any; and
- (c) shall promptly file with the Township Clerk of the Charter Township of Plymouth a signed Affidavit of Disclosure disclosing the reason for recusal. The Township Clerk shall send copies of the Affidavit of Disclosure to all of the members of the governing body of the Charter Township of Plymouth, and the Affidavit of Disclosure shall be attached to the minutes of its next meeting.

See: Model Affidavit of Disclosure – Transactional Form

**II.-15.14. Annual Disclosure Statement.**<sup>20</sup>

The following elected and appointed officers and employees shall file an annual disclosure statement: **[AG Model Ordinance: “list should include members of the unit’s**

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<sup>17</sup> Corresponds to Section 2-12 of the AG Model Ordinance.

<sup>18</sup> Corresponds to Section 2-13 of the AG Model Ordinance.

<sup>19</sup> Corresponds to Section 2-14 of the AG Model Ordinance.

<sup>20</sup> Corresponds to Section 2-15 of the AG Model Ordinance.

**governing body, other elected and appointed officers and employees, such as the directors and deputy directors of administrative departments, members of the zoning board of appeals and planning commission, and those who regularly exercise significant discretion over the solicitation, negotiation, approval, awarding, amendment, performance, or renewal of government contracts”].** The annual disclosure statement shall disclose the following financial interest of the officer or employee or his or her immediate family in any company, business, or entity that has contracted with the Charter Township of Plymouth or which has sought licensure or approvals from the Charter Township of Plymouth in the two calendar years prior to the filing of the statement:

- (a) Any interest as a partner, member, employee, or contractor in or for a co-partnership or other unincorporated association;
  - (b) Any interest as a beneficiary or trustee in a trust;
  - (c) Any interest as a director, officer, employee, or contractor in or for a corporation;
- and
- (d) Legal or beneficial ownership of [AG Model Ordinance: “percentage to be determined by the unit’s governing body”] % or more of the total outstanding stock of a corporation.
  - (e) Any pending litigation.<sup>21</sup>

The annual disclosure statement shall include a summary listing each business transaction with the Charter Township of Plymouth involving a financial interest described in this section of the Charter Township of Plymouth officer or employee and/or the immediate family of the officer or employee during the two prior calendar years. If there is no reportable financial interest or transaction applicable to the officer or employee and/or the immediate family of the officer or employee, the annual disclosure statement shall contain a certification to that effect.

See: Model Affidavit of Disclosure – Annual Form

**The Township Clerk shall provide an annual notice to each officer or employee stating the requirement and date by which to file the disclosure statement.**<sup>22</sup>

#### **II.-15.15. Filing and Disposition of Complaints.**<sup>23</sup>

(A) As deemed appropriate in its discretion, the Board of Trustees of the Charter Township of Plymouth shall.<sup>24</sup>

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<sup>21</sup> Addition to AG Model Ordinance.

<sup>22</sup> Addition to AG Model Ordinance, in order to ensure each person is aware and complies.

<sup>23</sup> Corresponds to “Chapter Four – (Alternative 2) of the AG Model Ordinance. Chapter Three – Ethics Ombudsperson and Chapter Four – Board of Ethics from the model ordinance are omitted, as stated earlier.

<sup>24</sup> Corresponds to Section 4-1 of Chapter Four of the AG Model Ordinance.

(1) Upon receipt of a signed, notarized, written complaint against an officer or employee, investigate, conduct hearings and deliberations, conduct or issue referrals for disciplinary hearings, and refer violations of this ordinance or state or federal criminal statutes to the attention of the appropriate attorney with a request for the filing of the appropriate criminal prosecution or civil infraction enforcement.

(2) Receive information from the public pertaining to its investigations and seek additional information and documents from officers and employees of the Charter Township of Plymouth.

(3) Request the attendance of witnesses and the production of books and papers pertinent to an investigation. It is the obligation of all officers and employees of the Charter Township of Plymouth to cooperate with the Board of Trustees of the Charter Township of Plymouth during the course of its investigations. Failure or refusal to cooperate with requests by the Board of Trustees of the Charter Township of Plymouth shall constitute grounds for discipline or discharge of appointed officers and employees of the Charter Township of Plymouth

See: Model Ethics Complaint Form

(B) Complaints alleging a violation of this ordinance shall be filed with the Township Clerk of the Charter Township of Plymouth. Within 3 business days after the receipt by the Township Clerk of a complaint, the Township Clerk shall send by certified mail, return receipt requested, a notice to the respondent that a complaint has been filed against him or her, together with a copy of the complaint. Within 3 business days after receipt by the Township Clerk of a complaint, the Township Clerk shall send by certified mail, return receipt requested, a notice of confirmation of receipt of the complaint, together with a copy of the complaint, to the complainant. The notices sent to the respondent and the complainant shall also advise them of the date, time, and place of the Board of Trustees of the Charter Township of Plymouth hearing to determine the sufficiency of the complaint and to establish whether probable cause exists that the respondent named in the complaint violated this ordinance. The Township Clerk shall also concurrently send copies of the foregoing complaint and notices to the members of the Board of Trustees of the Charter Township of Plymouth.<sup>25</sup>

(C) The Board of Trustees of the Charter Township of Plymouth shall conduct a hearing to review the sufficiency of the complaint and, if the complaint is deemed sufficient to allege a violation of this ordinance, to determine whether there is a reasonable basis to believe that the respondent has violated this ordinance based on the evidence presented by the complainant and any additional evidence provided to the Board of Trustees of the Charter Township of Plymouth at the hearing pursuant to its investigatory powers. The complainant and respondent may be represented by counsel at the hearing. Within a reasonable period of time after the completion of the hearing, which may be conducted in one or more sessions at the discretion of the Board of Trustees of the Charter Township of Plymouth, the Board of Trustees of the Charter Township of Plymouth shall issue notice to the complainant and the respondent of the Board of Trustees of the Charter Township of Plymouth's ruling on the sufficiency of the

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<sup>25</sup> Corresponds to Section 4-2(a) and (b) of Chapter Four of the AG Model Ordinance.

complaint and, if necessary, as to whether they find that there is a reasonable basis to believe that the respondent has violated this ordinance. If the complaint is deemed sufficient to allege a violation of this ordinance, and the Board of Trustees of the Charter Township of Plymouth finds that there is a reasonable basis to believe that the respondent has violated this ordinance, then the Township Clerk shall notify in writing the attorney designated by the Board of Trustees of the Charter Township of Plymouth and shall transmit to the attorney the complaint and all additional documents in the custody of the Board of Trustees of the Charter Township of Plymouth concerning the alleged violation, with the Board of Trustees of the Charter Township of Plymouth's request for the filing of appropriate criminal or civil proceedings. The Township Clerk shall also provide these documents to the respondent's appointing authority within the Charter Township of Plymouth with the Board of Trustees of the Charter Township of Plymouth's request for the commencement of appropriate disciplinary action consistent with any applicable collective bargaining agreement, civil service commission rules, or employment regulations of the Charter Township of Plymouth.<sup>26</sup>

(D) Sections 2b-2e of the State Ethics Act, MCL 15.341 *et seq*, set forth protections for officers and employees who act as whistleblowers regarding the conduct of the Charter Township of Plymouth's officers and employees. Additional whistleblower protections are set forth in the Whistleblowers' Protection Act, 1980 PA 469, MCL 15.361 *et seq*.<sup>27</sup>

(E) Any person who files a complaint alleging a violation of this ordinance knowing that material information provided therein is not true or that information provided therein was made in reckless disregard for the truth may be subject to a fine of up to \$500, as well as the reasonable costs incurred by the Charter Township of Plymouth in investigating the complaint and the reasonable costs incurred by the respondent in responding to the complaint.<sup>28</sup>

(F) A complaint must be filed with the Township Clerk within [AG Model Ordinance: "number of years to be determined by the unit's governing body"] years of the date the offense is alleged to have occurred.<sup>29</sup>

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<sup>26</sup> Corresponds to Section 4-2(c) of Chapter Four of the AG Model Ordinance. A potential issue is how this comports with the Open Meetings Act.

<sup>27</sup> Corresponds to Section 4-2(d) of Chapter Four of the AG Model Ordinance.

<sup>28</sup> Corresponds to Section 4-2(e) of Chapter Four of the AG Model Ordinance.

<sup>29</sup> Corresponds to Section 4-2(f) of Chapter Four of the AG Model Ordinance. Presumably, no conduct is governed or punishable before adoption of such an ordinance, but it might be appropriate to state this here to eliminate any potential confusion.

## II.15.16 – Sanctions.<sup>30</sup>

(A) Sanctions shall not be construed to diminish or impair the rights of an officer or employee under any collective bargaining agreement, nor the Charter Township of Plymouth's obligation to comply with such collective bargaining agreements.

(B) State statutes cited in this ordinance contain criminal penalties and civil remedies that apply, as provided in those statutes, to the conduct regulated by those statutes.

(C) A violation of this ordinance may be punished as a civil infraction by a fine of up to \$ [AG Model Ordinance: “amount to be set by the local unit's governing body”].

### OR

(C) A violation of this ordinance may be punished as misdemeanor by a fine of up to \$500 and/or 90 days in jail.

*[AG Model Ordinance: “Commentary. A specific ordinance violation may be either a civil infraction or a misdemeanor, but not both.”]*

(D) In addition to any other penalty, whether criminal or civil, an employee or officer who intentionally violates this ordinance may be subject to disciplinary action including censure, reprimand, removal, dismissal, or discharge.

*[AG Model Ordinance: “Commentary. If the Charter of a Home Rule City or Home Rule Village provides for removal of an elected officer by the governing body of the city or village, the officer may be so removed. Michigan cases recognizing the removal power of city councils pursuant to applicable provisions of a city charter include McComb v City Council of Lansing, 264 Mich 609 (1933), Wilson v City Council of Highland Park, 284 Mich 96 (1938), and City of Grand Rapids v Harper, 32 Mich App 324 (1971). In Hawkins v Common Council of the City of Grand Rapids, 192 Mich 276, 285-286 (1916), the Michigan Supreme Court rejected the argument that the power to remove elected city officers rested exclusively with the Governor, upholding the authority of the city council to remove the City's elected treasurer under the provisions of the city charter. However, absent such a provision in a city or village charter, removal of elected officers of local units of government is accomplished only by the Governor. MCL 168.383 (village); MCL 168.369 (township); MCL 168.327 (city); and MCL 168.268 and MCL 168.207 (county).”]*

(E) In addition, the common law offense of misconduct in office (misfeasance, malfeasance, and nonfeasance) constitutes a felony as provided in the Michigan Penal Code,

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<sup>30</sup> Corresponds to Sections 5-1 through 5-5 of the Model Ordinance.

MCL 750.505, and willful neglect of duty constitutes a misdemeanor as provided in MCL 750.478.

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## DISCUSSION DRAFT

### **Charter Township of Plymouth Board of Trustees Public Meeting Rules**

*Summary: These procedures apply to the conducting of all Board meetings, including providing the opportunity for public comment and board decorum.*

#### **1. MEETING TIMING**

All meetings shall begin at 7:00 p.m. Eastern Time. The Board, by majority vote, may set a different starting time for a meeting. The Board shall not begin considering an item on the agenda not yet under consideration as of 9:30 p.m. except by a majority vote of the members present. Items on the agenda not yet acted upon at adjournment shall be placed on the agenda for the next meeting.

#### **2. MEETING PACKET**

At least three business days before each meeting, the Clerk shall electronically transmit to each member a meeting packet, including a proposed agenda and background information on agenda items, and publish the packet on the Township website. Action items shall customarily be accompanied by a draft motion or resolution that is to be placed before the Board.

#### **3. STUDY SESSION MEETINGS**

Whenever a study session is convened, the Board shall inquire into and discuss issues involving the Township, but no formal Board action shall be taken. The Supervisor shall prepare the agenda for each study session, and any other member may propose agenda items. If no agenda is prepared or no items are submitted, the meeting shall be cancelled. Study sessions may be cancelled at any time by the Supervisor.

#### **4. REGULAR MEETINGS**

##### **4.1 Agenda**

The Supervisor shall prepare the agenda for each regular meeting. Any member seeking to place a matter on the published agenda shall notify the Supervisor of such item by 12 o'clock noon on the Thursday preceding the meeting. The published agenda may be amended at the meeting, but no new items may be added without unanimous consent of the members present and voting.

##### **4.2 Consent Items**

All items under this heading will be acted upon as presented. These items will not be discussed individually unless a request is made to remove an item for discussion. A request will automatically remove the item from the Consent portion of the agenda, and the item shall be considered separately.

##### **4.3 Consideration of Actions, Motions, and Resolutions**

Except in the case of an emergency ordinance, or with unanimous consent of the members present and voting, an action shall not be taken and a motion or resolution shall not be finally approved by the Board at the same meeting at which it is initially introduced.

**5. CHAIRPERSON/PRESIDENT PRO TEM**

The Supervisor shall moderate and chair all Board meetings. In the absence of the Supervisor, the Treasurer shall serve as chairperson and president pro tem for that meeting. In the absence of both, the Board shall elect a member to serve as chairperson and president pro tem for that meeting.

**6. PUBLIC PARTICIPATION**

**6.1 Opportunity for Participation**

Each meeting agenda shall include at least one opportunity for members of the public to offer oral and/or written input, comment, or information and to pose questions to the Board. The chairperson shall respond to questions, or request or allow another member to respond. The chairperson may exercise discretion to allow additional opportunities for public comment during the meeting. The chairperson may limit each person's time for comment to a specified duration in the interest of a productive meeting and to enable others to be heard. The chairperson shall be solely responsible for maintaining order.

**6.2 Public Hearings**

When a public hearing is required before Board action may be taken, the agenda shall include the public hearing as a separate and early considered item. The chairperson may limit each person's time to speak at the public hearing to a specified duration in the interest of a productive hearing and to enable others to be heard.

**6.3 Time Limit**

In no case shall a time limit be imposed on a person's remarks or comments that is less than three (3) minutes.

**6.4 Exclusion from Meeting**

A person shall not be excluded from a meeting otherwise open to the public except for a breach of the peace actually committed at the meeting.

**7. BOARD DECORUM**

Each member of the Board has the duty to listen courteously to, and avoid interrupting, the members of the public in the delivery of their comments as a function of the responsibility as a public servant to treat all persons with dignity, respect, and impartiality and without prejudice or discrimination. Each member shall act during meetings so as to foster collegial Board deliberations. The chairperson shall call attention to any breach and request compliance with the duty to act with decorum.

**8. RECORD OF MEETINGS**

**8.1 Recording Responsibility**

The Clerk shall be responsible for preparing and maintaining the official record and minutes of each Board meeting. In the absence of the Clerk, the Supervisor shall designate a recording secretary for that meeting.

**8.2 Minutes**

The minutes shall describe all of the actions taken by the Board at the meeting. In addition, the minutes shall list persons who addressed the Board during general public comment periods and the topic of their remarks. The Board shall make any corrections in the minutes at the next



meeting after the meeting to which the minutes refer. The corrected minutes shall be made available to the Board no later than the next subsequent meeting.

**8.3 Record of Discussion**

The Clerk shall maintain a written record of the discussion or comments of the Board members and the public. The Clerk shall be responsible for having an electronic video and aural recording made of each meeting, and such recording shall be maintained in the office of the Clerk. Such recordings shall not be edited.

**8.4 Request for Remarks to be Included**

Any member may request to have his or her remarks included in the minutes. If there are no objections by any member, the remarks shall be included. If there is an objection, the Board shall decide the matter by majority vote of those present. Such remarks shall be transcribed exactly by the Clerk from the electronic recording.

**8.5 Draft Minutes**

Minutes prepared by the Clerk, but not yet approved by the Board, shall be available for public inspection not more than eight (8) business days following the meeting. Minutes approved by the Board shall be available for public inspection within five (5) business days of the meeting at which they were approved. Once made available for public inspection, the document also shall be published on the Township website.

**9. COMPLIANCE WITH LAW**

The Board shall comply with all applicable statutory authority regarding their meetings including the Charter Township Act of 1947, as amended, and the Open Meetings Act, as amended. In any situation involving a conflict with these rules, statutory authority shall govern.

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