

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

Tuesday, March 21, 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, March 21, 2017
- C. PUBLIC COMMENTS AND QUESTIONS**
- D. THE SENIOR ALLIANCE PRESENTATION –** Meagan Silverman, Community Care
- E. BECK ROAD HOTEL PUD –** Laura Haw
- F. SAW GRANT UPDATE –** Patrick Fellrath
- G. SAD/CRACK SEALING UPDATE –** Patrick Fellrath
- H. GOVERNMENT ACCESS CHANNEL CONTRACTS –** Kurt Heise
- I. ON LINE PAYMENT CONTRACT –** Mark Clinton
- J. FEE AMENDMENTS –** Mark Clinton
 - 1. Property Tax Collection Fees – school summer taxes
 - 2. Interest and Penalty Charges
 - 3. Property Tax Administration Fee
- K. SUPERVISOR AND TRUSTEE COMMENTS**
- L. PUBLIC COMMENTS AND QUESTIONS**
- M. ADJOURNMENT**

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

**THE PUBLIC IS INVITED AND ENCOURAGED TO ATTEND ALL MEETINGS OF THE
CHARTER TOWNSHIP OF PLYMOUTH BOARD OF TRUSTEES**



February 3, 2017

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

Dear Supervisor Heise,

In fiscal year 2017, The Senior Alliance, Area Agency on Aging 1-C begins its thirty-seventh year of service to the older adults of southern and western Wayne County. As part of our mandate under the Older Americans Act, we are requesting a local community match contribution from each municipality in our Planning and Service Area.

Older adults in your community are eligible for, and many have received, agency-funded services such as: Care Management, Personal Care, Homemaker, Respite care, Legal Assistance, Home Delivered Meals, Congregate Meals, Adult Day Care, Health Screening, Information and Referral, Medicare Assistance and Services, under the MI Choice Waiver. Enclosed for your information is Plymouth Township's final TSA Community Match Report for FY2016, which provides specific data on recipients of these services in your community.

In these challenging times, we understand that Plymouth Township and other communities in Wayne County are making tough funding decisions. Our match request for FY2016 is based on census data. Your match is a great investment as it helps us deliver needed services in our service area. On average, communities realize services from TSA at a rate that is 82 times their community match amount.

Please note the enclosed invoice in the amount of \$2,224.00, indicating Plymouth Township's match. All contributions will be appreciated by April 1, 2017. Please contact Brenda Brotherton, Accounting Manager, if you have any questions, at 734.727.2077.

Let us know if you need additional information and many, many thanks for your continued support.

Sincerely,

Tamera Kiger
Executive Director
The Senior Alliance



- Allen Park
- Belleville
- Brownstown Twp.
- Canton Twp.
- Dearborn
- Dearborn Hgts.
- Ecorse
- Flat Rock
- Garden City
- Gibraltar
- Grosse Ile Twp.
- Huron Twp.
- Inkster
- Lincoln Park
- Livonia
- Melvindale
- Northville
- Northville Twp.
- Plymouth
- Plymouth Twp.
- Redford Twp.
- River Rouge
- Riverview
- Rockwood
- Romulus
- Southgate
- Sumpter Twp.
- Taylor
- Trenton
- Van Buren Twp.
- Wayne
- Westland
- Woodhaven
- Wyandotte



Fiscal Year 2016
Charter Township of Plymouth
Community Services Report
Local Match Amount \$2,224.00
Over 180 Total Clients Served

The mission of TSA is to *empower people with needs, to live with dignity in the community they choose, by providing available services*. Below is a summary of highlighted in-home, community-based, and transitions of care services provided to residents in Plymouth Township between October 1, 2015 and September 30, 2016.

IN-HOME SERVICES

	AMOUNT OF SERVICE PROVIDED	ACTUAL SERVICE EXPENDITURE
Care Management (TSA)**	1 Clients Served	\$2,267.00
Case Coordination and Support**	1 Clients Served	\$1,774.33
Friendly Reassurance	0 Clients Served 0 Calls Made	\$0.00
MI Choice Medicaid Waiver	1 Clients Served	\$15,648.71
MI Health Link Dual Eligible Demonstration Pilot	17 Clients Served	\$0.00
Medication Management	1 Clients Served	\$27.88

COMMUNITY BASED SERVICES

	AMOUNT OF SERVICE PROVIDED	ACTUAL SERVICE EXPENDITURE
Adult Day Care	0 Clients Served 0 Hours of Service Provided	\$0.00
Aging-In-Place/ Safe-At-Home	0 Clients Served	\$0.00
Congregate Meals	0 Clients Served	\$0.00
Elder Abuse Prevention	0 Clients Served	\$0.00
Evidence Based Health & Wellness Programs	0 Participants 0 Sessions Held***	\$0.00
Home Delivered Meals	2 Clients Served 438 Meals Served	\$2,026.29
Information and Assistance**	14 Resource Contacts Made	\$425.39
Legal Assistance	0 Clients Served	\$0.00
Long Term Care Ombudsman	0 Clients Served	\$0.00
Caregiver Support Services	0 Clients Served	\$0.00
Outreach	0 Contacts Made	\$0.00
Senior Alliance Holiday	0 Meals Served	\$0.00

Meals		
Senior Center Staffing*	0 Staff Hours Provided	\$0.00
Title V Employee	0 Residents Enrolled	\$0.00
Transportation	0 Clients Served 0 Rides Provided	\$0.00
TRANSITIONS OF CARE SERVICES		
	AMOUNT OF SERVICE PROVIDED	ACTUAL SERVICE EXPENDITURE
Care Transitions	160 Clients Served	\$53,377.42
MEDICARE MEDICAID ASSISTANCE PROGRAM (MMAP)		
	AMOUNT OF SERVICE PROVIDED	
Medicare Medicaid Assistance Program	Total Client Contacts during MMAP Outreach Events including Medicare Open Enrollment Across the TSA Service Area 31,861	Unreported Savings in your community during Open Enrollment Period of October 15 – December 7, 2016
	Total Number of Charter Township of Plymouth Residents Served During Open Enrollment^^ 0	
TOTAL SERVICE DOLLAR EXPENDITURES IN THE CHARTER TOWNSHIP OF PLYMOUTH COMMUNITY		\$75,547.02
<p>+Care Management, Case Coordination & Support, and Waiver include in-home services such as Personal Care, Homemaking, and Respite</p> <p>* Funding not contingent upon units/number of clients served</p> <p>^Total number of clients served does not include nutrition program totals such as congregate or home delivered meals or evidence based health and wellness programs.</p> <p>^^Total is <u>only</u> reflective of individuals who attended a MMAP Open Enrollment event. If zero clients are listed for your community, it is possible your residents attended a neighboring event and were not captured in the count.</p> <p>**Service expenditures only. Administrative expenditures are not included in the total.</p> <p>***Sessions held vary based on the EBDP Curriculum</p> <p>Caregiver Support (formerly National Family Caregiver/ Support) expenditure amount is inclusive of DME/Incontinence supplies, Kinship Respite, Caregiver Training, and Caregiver & Kinship Legal contracted services</p> <p>NOTE: For all services, TSA does not deny services to service recipients if they opt not to provide demographic information unless otherwise noted and required for eligibility determination.</p>		



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD CONSIDERATION

MEETING DATE: March 21, 2017

ITEM: Application 2229-0117 – Beck Business Hotel Planned Unit Development (PUD) Option

PRESENTER: Laura Haw, Community Development Director / Planner

OTHER INDIVIDUALS IN ATTENDANCE: Applicant

BACKGROUND: Application 2229-0117 pertains to Parcels R-78-005-99-0009-709 and R-78-005-99-0009-710. The entire development property consists of approximately 5.6 acres and is located south of Five Mile Road, west of Beck Road, north of Clipper and is currently zoned IND, Industrial. The applicant has requested a Planned Unit Development (PUD) Option for this site to develop a 100 unit, extended stay business hotel and drive-thru restaurant which would augment the existing Ruby Tuesday's restaurant.

On February 15, 2017 the Planning Commission recommended denial of the above PUD Option request to the Board of Trustees; please see the attached Planning Commission minutes for determination.

To clarify on whether the Township Board or the Planning Commission has the ultimate authority to approve a Planned Unit Development Option, the matter was referred to the Township Attorney and his comments have been received. Please see the attached memo dated March 3, 2017. The Township Attorney has provided an opinion that *the Township Board has such ultimate authority to grant the PUD option, to approve the PUD contract, to approve the PUD general development plan, and to set the terms of the final development plan.*

Since the February 15, 2017 Planning Commission meeting, the applicant submitted revised PUD concept plans; please find attached. The revised plans have been modified in the following ways: second access point provided to the north (connection to existing Home Depot site) and the relocation of the proposed business hotel building closer to Beck Road.

CONSIDERATION REQUESTED: To consider and discuss the above PUD Option request.

BUDGET/ACCOUNT NUMBER: N/A

RECOMMENDATION: To consider the above PUD Option request at a regularly scheduled Board of Trustees meeting.

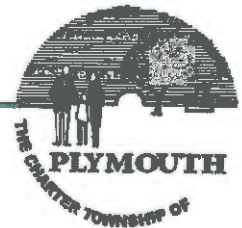
MODEL RESOLUTION: N/A

ATTACHMENTS:

Staff Reports to Planning Commission
Minutes of the February 15, 2017 Planning Commission Meeting
Commentary on February 9, 2017 Planning Report (Commissioner Sturdy)
Township Attorney Report re: Power to Approve Planned Unit Development
Materials Submitted by Applicant



**PLANNING COMMISSION
CHARTER TOWNSHIP OF PLYMOUTH**



Application: 2229-0117
ApplicationType: Request for Planned Unit Development Option Approval
Applicant: Name Mr. Nazir Jawich
Tax I.D.: R-78-0005-99-0009-709; R-78-0005-99-0009-710



CHARTER TOWNSHIP OF PLYMOUTH

9955 HAGGERTY RD • PLYMOUTH, MICHIGAN 48170-4673
www.plymouthtwp.org

February 9, 2017

Planning Commission
Charter Township of Plymouth
9955 N. Haggerty Road
Plymouth, MI 48170

RE: Project: 2229-0117 | *Beck Business Hotel Development*
Address / Location: South of Five Mile Road, West of Beck Road
Tax ID No.(s): R-78-005-99-0009-709; R-78-005-99-0009-710
Applicant / Developer: Mr. Nazir Jawich
Review Type: Requested Planned Unit Development (PUD) Option Approval
Review Number: Written Review #1

Dear Commission Members,

The above application has been reviewed for a Planned Unit Development (PUD) Option. The site consists of approximately 5.6 acres and is located south of Five Mile Road and west of Beck Road. The proposed PUD would involve the redevelopment of the existing Ruby Tuesday's restaurant and the construction of two (2) buildings: a business hotel (extended stay) and drive-thru restaurant. An extended stay business hotel is one which caters to companies who utilize out of town employees and specialized labor, where guests stay an average of seven (7) to nine (9) days. In comparison, a standard hotel experiences average stays of two (2) days. The proposed drive-thru restaurant is intended to service both the general public and afford extended stay guests with a second restaurant option that is within walking distance. The site is currently zoned IND, Industrial, and is surrounded by Commercial and Industrial uses.

Section 23.1 of the Township Zoning Ordinance indicates that a PUD is an optional method of development which may only be permitted after public hearing and recommendation by the Planning Commission and approval by the Board of Trustees upon finding that the proposed PUD reflects the following basic principles, as detailed below.

We offer the following comments regarding the proposed PUD Option, in relation to the Township's Zoning Ordinance, Master Plan and best planning practices:

SUPERVISOR
Kurt L. Heise
(734) 354-3200

CLERK
Jerry Vorva
(734) 354-3224

TREASURER
Mark J. Clinton
(734) 354-3214

TRUSTEES
Charles Curmi, Jack Dempsey
Robert Doroshewitz, Gary Heitman

REVIEW COMMENTS

- 1. The proposal is in conformity with the spirit and intent of the Planned Unit Development Option, as established in the Purpose Section of Article 23.**

In several ways, the proposal is consistent with the spirit and intent of the PUD Option. The proposed PUD Option has the potential to facilitate the redevelopment of a site which may be considered as aging, functionally obsolete, and has the potential to create a substantial benefit to the Township. Further under Section 23.10 of the PUD Ordinance, for sites within the IND District, the commercial use of hotels and motels are permitted. Although the existing site is located along one of the heaviest trafficked corridors in the community, it is currently underutilized. The PUD Option would encourage the redevelopment of an outdated industrial site and if properly designed, could contribute to the positive image of the Beck Road Corridor.

- 2. The site contains natural assets such as large standards of trees, rolling topography, significant views, swale area, flood plains, or wetlands which would be in the best interest of the community to preserve.**

A heavily vegetated area exists in the northwest portion of the site. The applicant has indicated flexibility in preserving a portion of the woodlands. The quality and specifics of the existing woodlands would be addressed during the site plan process; it is recommended that quality, useful open spaces are incorporated in the PUD development and existing natural features are preserved and incorporated into the site design, where feasible.

- 3. The proposed uses and the location, height, bulk, and character of said uses on the subject property shall be in harmony with the existing and proposed land patterns of adjacent properties and the general planning area, and shall ensure the stability of the orderly development of adjacent lands and the general planning area as indicated by the Future Land Use Plan.**

The intent of a PUD is to offer flexibility in the regulation of land development, encourage innovation in land use and variety of design, layout and type of structures constructed, and achieve economy and efficiency in the use of land. To achieve the intent of the PUD Option, the overall site layout must be reconfigured during the site plan process, which the applicant has indicated flexibility on. This would involve relocating the proposed business hotel closer to Beck Road, preserving open space, reducing the amount of impervious surfaces and incorporating best access management and parking lot design practices. Additionally, conceptual building elevations have been submitted and we recommend that further consideration be given to the design of the buildings as they will be highly visible along the Beck Road Corridor. All building designs must meet the requirements of Section 28.14 of the Zoning Ordinance and during the site plan review process, the building elevations must be addressed to the satisfaction of the Planning Commission. Please note the proposed business hotel is in compliance with the maximum height permitted within the IND District (35 feet).

While it has been the perspective that inclusion of a hotel could be detrimental to the existing uses within the specific planning area and could lead to an increasing deviation from the Master Plan, that determination was made prior to the evolution of the redevelopment at the Five Mile and Beck Road intersection and the associated industrial and technology oriented developments planned for the Five Mile Corridor. Further, the applicant, and the adjacent property owner (see exhibit A), have stated that a business hotel (extended stay) is not offered in this area and would be fulfilling a market need.

- 4. The proposed uses and the location of said uses on the subject property shall be such that traffic to and**

from the site will not be hazardous or adversely impact abutting properties or conflict with the normal traffic flow of the general area. In reviewing this particular aspect, the Commission and the Board shall consider the following: (a) Conflicts with convenient routes for pedestrian traffic, particularly of children; and (b) the relationship of the site to major thoroughfares and street intersections.

The proposed development would not have an adverse impact on vehicular and pedestrian circulation systems, provided that an alternative access point, preferably directly to the north with an access agreement through Home Depot's existing boulevard entrance, is provided. Parking lot circulation and the overall site layout must also be addressed during the site plan process to ensure the variety of site activities adheres to best practices for vehicular and pedestrian safety.

5. The intensity of uses associated with the proposal and such noises, vibrations, odors, glare, reflection of light, heat, hours of operation and other external effects which would normally be a product of the proposed uses, shall be compatible with the existing land uses of the abutting properties and shall insure the stability of the orderly development of same as indicated in the Future Land Use Plan for the Township.

The proposed PUD would be located on land which is designated for industrial uses on the Zoning Map and the Future Land Use Map. It is anticipated that the proposed PUD would produce *less* noise, vibration, odor, glare, reflection of light, heat, hours of operation, or other external effects which would have an adverse impact on adjacent properties than if the site were development under conventional zoning regulations.

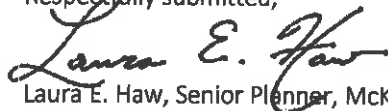
RECOMMENDATION

Based on the findings presented above, it is recommended that the Planning Commission recommend approval of the proposed Planned Unit Development (PUD) Option to the Board of Trustees, subject to the following conditions met during site plan review:

1. *The location and orientation of the proposed business hotel, restaurant and associated parking must be redesigned to facilitate best access management practices on the site and provide safety for both vehicular and pedestrian traffic.*
2. *Quality, useful open space must be provided for on the site.*
3. *Natural features, including the existing woodlands in the northwest and western portion of the site, must be incorporated into the site design where feasible.*
4. *An alternative access point must be provided for on the site, preferably directly to the north with an access agreement through Home Depot's existing boulevard entrance.*
5. *The building elevations must be addressed to the satisfaction of the Planning Commission.*
6. *The number, location, design and flow of parking spaces within the PUD must be addressed to accommodate shared parking and best parking calculation and management practices.*

If you have any questions, please do not hesitate to contact me. Thank you.

Respectfully submitted,



Laura E. Haw, Senior Planner, McKenna Associates



Exhibit A

78.1

D/R Group

RE 2229-0117
Wed 2/15/17 MTG

27750 Stansbury • Suite 200
Farmington Hills, Michigan 48334
248-473-5511 • Fax: 248-473-5559

February 6, 2017

Plymouth Township
9955 N. Haggerty Road
Plymouth Township, MI 48170

To Whom It May Concern:

It is our understanding that a prospective purchaser is trying to rezone the 3.41 acre parcel (see attached survey) to accommodate a hotel user. We own the adjoining property to the west occupied by West Port Systems. We would like to state on record that we are 100% in favor of the hotel project going forward on the site. We are very familiar with the parcel and believe the only use that would be compatible to the area would be as a hotel site.

As a side note, on numerous occasions we have had difficulty putting prospective clients up in hotels in the surrounding area and find they are always 100% occupied.

Thank you in advance for your consideration.

Sincerely,

DR Group

A handwritten signature in black ink, appearing to read 'Leonard Gyselick', written over a horizontal line.

Leonard Gyselick
COO

cc: Nazir Jawich
Elie Torgow
Steve Gordon

MORTGAGE SURVEY

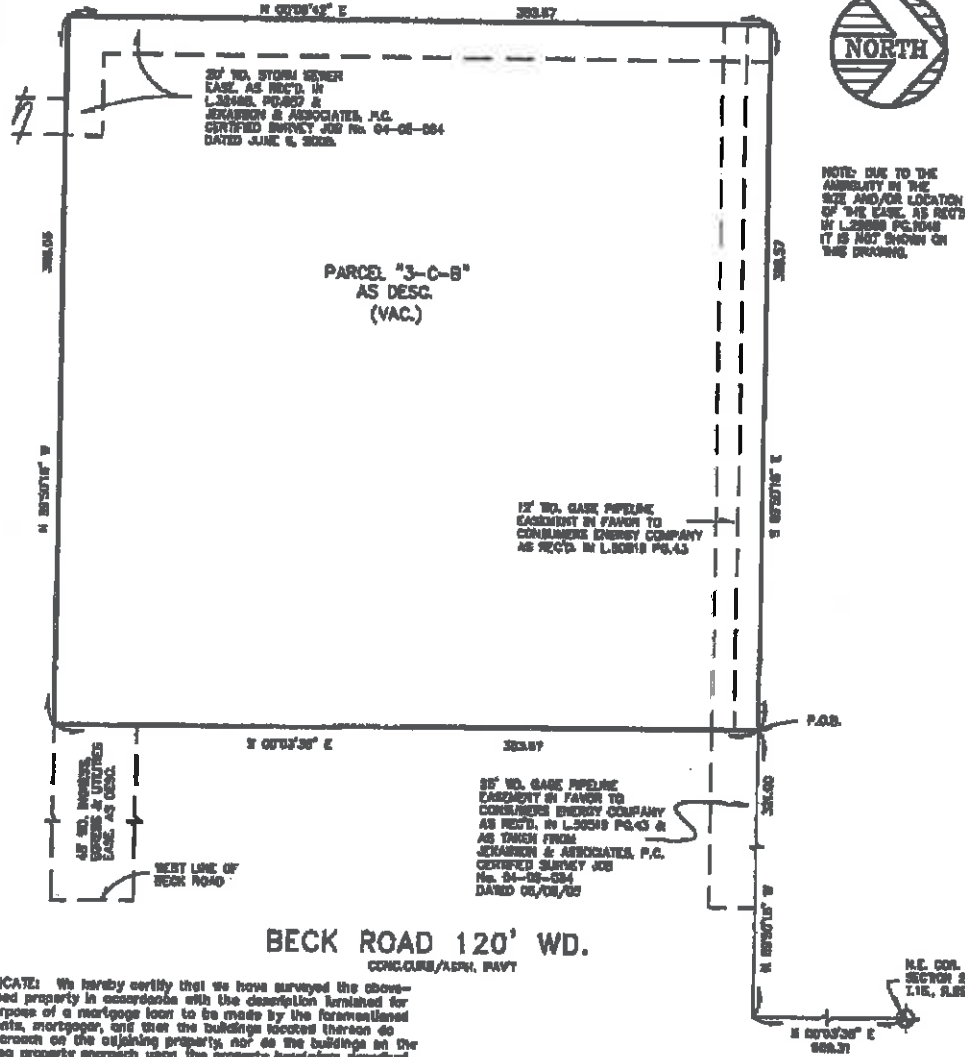
Certified to:
Applicant:
Property Description:
 Land situated in the Township of Plymouth, County of Washtenaw, State of Michigan, described as:
 Parcel 3-C-B:

Part of the Northeast 1/4 of Section 20, Town 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan, described as beginning at a Point distant South 00 degrees 03 minutes 38 seconds East 658.31 feet and North 89 degrees 50 minutes 18 seconds West 321.00 feet from the Northeast corner of Section 20, Town 1 South, Range 8 East and proceeding thence South 00 degrees 03 minutes 38 seconds East 383.87 feet; thence North 89 degrees 50 minutes 18 seconds West 388.08 feet; thence North 00 degrees 09 minutes 42 seconds East 383.87 feet; thence South 89 degrees 50 minutes 18 seconds East 388.57 feet to the Point of Beginning.

Together with a 45.00 foot wide easement for ingress, egress and utilities described as beginning at a Point on the West line of Beck Road, 120 feet wide, distant South 00 degrees 03 minutes 38 seconds East 858.31 feet and North 89 degrees 50 minutes 18 seconds West 60.00 feet and South 00 degrees 03 minutes 38 seconds East 338.87 feet from the Northeast corner of Section 20, Town 1 South, Range 8 East and proceeding thence along the West line of Beck Road, South 00 degrees 03 minutes 38 seconds East 45.00 feet; thence North 89 degrees 50 minutes 18 seconds West 281.00 feet (•) to the Point of Beginning.

Note: The property description is as furnished by client.

•=North 00 degrees 03 minutes 38 seconds West 45.00 feet; thence South 89 degrees 50 minutes 18 seconds East 281.00 feet



BECK ROAD 120' WD.
 CONC./CURB/ASPH. PAVT

CERTIFICATE: We hereby certify that we have surveyed the above-described property in accordance with the description furnished for the purpose of a mortgage loan to be made by the aforementioned applicants, mortgagee, and that the buildings located thereon do not encroach on the adjoining property, nor do the buildings on the adjoining property encroach upon the property heretofore described, except as shown. This survey is not to be used for the purpose of establishing property lines, nor for construction purposes, no stakes having been set at any of the boundary corners.

THIS SURVEY DRAWING IS VOID IF THE PROFESSIONAL SEAL IS NOT IN BLUE INK.

JOB NO: 14-04430 SCALE: 1"=60'
 DATE: 10/28/14 DR BY: M.L.

KEM-TEC Professional Engineers & Surveyors

Ann Arbor (734) 964-7222 FAC: (734) 964-7222	Detroit (313) 728-9877 FAC: (313) 728-9877	Ann Arbor (734) 964-7222 FAC: (734) 964-7222	Grand Blanc (810) 891-8001 FAC: (810) 891-8001
--	--	--	--

www.kemtec-survey.com

February 2, 2017

The Planning Commission
Plymouth Charter Township
9955 North Haggerty Road
Plymouth, Michigan 48170

Re: Beck Hotel Development – PUD Option
Application No. 2229-0117
SDA Review No. PL17-103

Dear Commission Members:

We have reviewed the PUD Option for the referenced project prepared by A & M Consultants dated January 11, 2017, and received by our office January 30, 2017. We have the following comments:

A. General

The site is located on the west side of Beck Road, south of 5 Mile Road. The site currently contains a Ruby Tuesday restaurant with entrance from Beck Road Road. The proposed PUD option includes a proposed 100-unit Extended Stay Hotel, a proposed 1,950-square ft. restaurant in addition to the existing restaurant. The cover sheet lists this acreage as 2.747 acres. The site acreage is approximately 5.7 acres. This should be corrected.

B. Water Main

There is an existing 12" diameter water main located on the adjacent parcel to the north along the north property line of the project site and on the adjacent parcel to the south along the south property line of the project site. There is also an existing 12" diameter water main located on the east side of Beck Road.

C. Sanitary Sewer

There is an existing 8" sanitary sewer located on the west side of Beck Road. There is also an existing 8" sanitary sewer located on the adjacent site to the north approximately 35' from the north property line of the project parcel which may or may not be able to service the project parcel.

The capacity of the existing sanitary sewer to be connected to must be verified for capacity considering a hotel generates substantial outflow. It is the intent that "any uses permitted by this option be compatible and consistent with the availability of utilities... for the area in which the PUD is proposed," per Article XXIII of Zoning Ordinance No. 99.

D. Storm Drainage

The storm water management for the project parcel must meet the requirements of the Wayne County. Verification must be provided that existing storm sewer system in the vicinity has adequate capacity to accommodate the proposed development or a Wayne County permit for storm water will be required.

E. Site Paving

The project parcel is indicated to be accessed through the existing entrance from Beck Road. However, it appears that the existing entrance is encroaching onto the adjacent parcel to the south. Verification must be provided that some type of easement or agreement exists allowing such entrance configuration.

RECOMMENDATION

Based on the above observations, it appears the subject project can be designed to meet the engineering requirements of Plymouth Township and therefore we recommend the approval of the proposed PUD option.

If you have any questions regarding this matter, please contact our office at your convenience.

Sincerely,

SPALDING DEDECKER



David E. Richmond, PE
Project Manager

cc: Patrick Fellrath, Director of Public Utilities, Charter Township of Plymouth (via Email)
Carol Martin, Administrative Assistant, Charter Township of Plymouth (via Email)



PLYMOUTH TOWNSHIP FIRE DEPARTMENT

9955 N. Haggerty Road
Plymouth, Michigan 48170-4673

(734) 354-3221 • Fax: (734) 354-9672
Emergency - Dial 911

TO: PLYMOUTH TOWNSHIP COMMUNITY DEVELOPMENT

FROM: PLYMOUTH TOWNSHIP FIRE DEPARTMENT

DATE 02/07/2017

RE: APPLICANT: Beck 15075, LLC

Project; Beck Hotel Development

Location: South of 5 Mile Road, West of Beck Road, North of Clipper Street and East of Ridge Road.

Tax I.D. No R-78-0005-99-0009-709; R-78-0005-0009-710

DEAR COMMUNITY DEVELOPMENT:

The Plymouth Township Fire Department has completed the review of the PUD Review of above referenced project in accordance with the fire protection requirements of the International Building Code 2012, and the International Fire Code 2012, N.F.P.A. Standards, and good fire protection engineering.

The Office of Fire Prevention has objection to PUD Review.

As is often the case, certain aspects of code compliance can involve interpretation and judgmental decisions. It is important that you review these comments and contact us if you have any questions. This review is based upon and limited to information that has been provided.

Grant approval based on the following conditions:

IFC 2012 Section D104

William Conroy

Fire Inspector/ Investigator

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. The minimum gate width shall be 20 feet (6096 mm).
2. Gates shall be of the swinging or sliding type.
3. Construction of gates shall be of materials that allow manual operation by one *person*.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be *approved* by the *fire code official*.
6. Manual opening gates shall not be locked with a padlock or chain and padlock unless they are capable of being opened by means of forcible entry tools or when a key box containing the key(s) to the lock is installed at the gate location.
7. Locking device specifications shall be submitted for approval by the *fire code official*.
8. Electric gate operators, where provided, shall be *listed* in accordance with UL 325.
9. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.

D103.6 Signs. Where required by the *fire code official*, fire apparatus access roads shall be marked with permanent NO PARKING—FIRE LANE signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

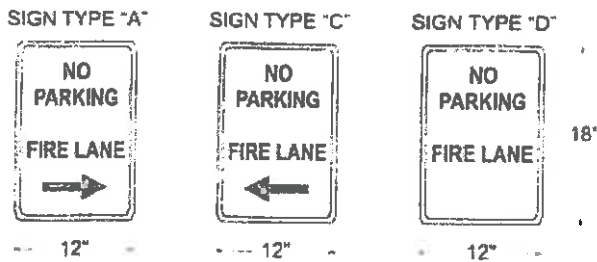


FIGURE D103.6
FIRE LANE SIGNS

D103.6.1 Roads 20 to 26 feet in width. Fire lane signs as specified in Section D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide (6096 to 7925 mm).

D103.6.2 Roads more than 26 feet in width. Fire lane signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide (7925 mm) and less than 32 feet wide (9754 mm).

SECTION D104

COMMERCIAL AND INDUSTRIAL DEVELOPMENTS

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.

D104.2 Buildings exceeding 62,000 square feet in area. Buildings or facilities having a gross *building area* of more than 62,000 square feet (5760 m²) shall be provided with two separate and *approved* fire apparatus access roads.

Exception: Projects having a gross *building area* of up to 124,000 square feet (11 520 m²) that have a single *approved* fire apparatus access road when all buildings are equipped throughout with *approved automatic sprinkler systems*.

D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

SECTION D105

AERIAL FIRE APPARATUS ACCESS ROADS

D105.1 Where required. Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm), approved aerial fire apparatus access roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

D105.2 Width. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet (7925 mm), exclusive of shoulders, in the immediate vicinity of the building or portion thereof.

D105.3 Proximity to building. At least one of the required access routes meeting this condition shall be located within a minimum of 15 feet (4572 mm) and a maximum of 30 feet (9144 mm) from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the *fire code official*.

D105.4 Obstructions. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building. Other obstructions shall be permitted to be placed with the approval of the *fire code official*.

**CHARTER TOWNSHIP OF PLYMOUTH
PLANNING COMMISSION – REGULAR MEETING
WEDNESDAY, FEBRUARY 15, 2017 • 7:00 PM
MINUTES**

Meeting called to order 7:00 p.m. by Chairman Cebulski.

MEMBERS PRESENT: Kendra Barberena Dennis Cebulski
Robert Doroshewitz Bill Pratt
Ray Sturdy

MEMBERS EXCUSED: Jim Harb Keith Postell

OTHERS PRESENT: Laura Haw, McKenna Associates
Taylor Reynolds, Spalding DeDecker Associates
Alice Geletzke, Recording Secretary

ITEM NO. 1 – APPROVAL OF AGENDA

1. Regular Meeting – February 15, 2017

Chairman Cebulski noted that P.C. 2223-1116, Modern Method Construction, should be listed as No. 2 under Item No. 3, Public Hearings.

Moved by Commissioner Pratt and supported by Commissioner Sturdy to approve the agenda for the regular meeting of February 15, 2017 as amended. Ayes all.

ITEM NO. 2 – APPROVAL OF MINUTES

1. Regular Meeting – January 18, 2017

Moved by Commissioner Pratt and supported by Commissioner Sturdy to approve the minutes of the regular meeting of January 18, 2017 as presented. Ayes all.

ITEM NO. 3 – PUBLIC HEARINGS

1. **P.C. No: 2229-0117**

Applicant/Developer: Beck 15075, LLC
Contact Name: Nazir Jawich
Project Name: Beck Hotel Development
Location: South of 5 Mile Road, West of Beck Road, North of
Clipper Street and East of Ridge Road
Section No.: 20
Tax I.D. No.: R-78-0005-99-0009-709; R-78-0005-99-0009-710
Zoning: IND, Industrial
Action Requested: Planned Unit Development (PUD) Option Review

**CHARTER TOWNSHIP OF PLYMOUTH
PLANNING COMMISSION -- REGULAR MEETING
WEDNESDAY, FEBRUARY 15, 2017 • 7:00 PM
MINUTES**

Laura Haw of McKenna Associates reviewed her report dated February 9, 2017 which recommended approval of the PUD option to the Board of Trustees, subject to conditions to be met during site plan review. Taylor Reynolds reviewed the report of David Richmond, of Spalding DeDecker which also recommended approval of the proposed PUD option. The Fire Department report was also received.

Leo Gonzales of CRS Commercial Real Estate Services addressed the Board and answered questions regarding proposed redevelopment of the existing Ruby Tuesday's restaurant and the construction of two buildings, an extended-stay business hotel and drive-thru restaurant.

Chairman Cebulski opened the public hearing at 7:22 p.m. There being no public comment, the hearing was closed at 7:23 p.m.

During Commission deliberations, Commissioner Sturdy distributed a written set of comments on the February 9, 2017 Planning Report citing relevant facts with proposed findings and conclusions recommending denial of the PUD Option. His Commentary pointed out that construction of a proposed extended stay hotel on this industrial zoned property was not in conformity with the Township Master Plan and had been reviewed and denied by the Commission on three prior occasions. It stated that the proposal was not in conformity with either the spirit or the intent of the PUD Option. The Commentary presented information demonstrating that there were no trees or other natural assets located on the property worthy of preservation and that the proposed use, height, bulk and character of the proposed development would not be in harmony with buildings and uses already present on adjacent properties. The Commentary indicated that the single ingress and egress proposed for the development from one of the Township's busiest roadways was severely limited and would create a hazardous traffic situation both for hotel and restaurant patrons entering or leaving the property and Beck Road traffic in general. The Commentary also noted that the industrial use immediately adjacent to the west property line of the hotel site consisted of processes involved with the utilization and compression of natural gas and liquefied petroleum fuels for automotive products. It stated that permitting development of a high density residential use right next to an industrial operation involving volatile and hazardous substances would not be prudent and that the Commission had a responsibility to avoid the creation of situations that had the potential to seriously endanger public health and safety.

The Commentary also pointed out that while hotels and motels were not identified as either principal or specially permitted uses in the Industrial District provisions of the Zoning Ordinance, Section 23.10 in the PUD Section of the Ordinance provided that hotels and motels may be permitted in an Industrial District if, and only if, both the Planning Commission and the Township Board expressly determine that the proposed uses meet the criteria established in the Purpose and Statement of Principles Section of the PUD provisions of the Ordinance.

**CHARTER TOWNSHIP OF PLYMOUTH
PLANNING COMMISSION -- REGULAR MEETING
WEDNESDAY, FEBRUARY 15, 2017 • 7:00 PM
MINUTES**

After further discussion by the Commission and with Mr. Gonzales and Mr. Jawich, it was moved by Commissioner Sturdy and seconded by Commissioner Barberena that the Planning Commission make an express determination that the proposed project and uses do not meet the criteria established in the purpose and statement of principles sections of Article 23 of the Township Zoning Ordinance for development under the Planned Unit Development Option, and further recommend denial of the proposed Planning Unit Development (PUD) Option to the Board of Trustees as requested in Application 2229-0117, Beck Business Hotel Development.

AYES: Sturdy, Barberena, Cebulski
NAYS: Doroshewitz, Pratt
Motion carried.

2. P.C. No: 2223-1116

Applicant/Developer: Modern Method Construction

Contact Name: Kevin O'Keefe
Project Name: Joy & Canton Center Road
Location: North of Joy Road, West of Sheldon Road, South of Ann Arbor Road and East of Canton Center Road

Section No.: 34
Tax I.D. No.: R-78-058-99-0004-000
Zoning: OS, Office Service District
Action Requested: Approval of Rezoning from OS, Office Services to R-1-S, Single Family Residential

Ms. Haw reviewed her report dated February 9 which recommended approval of the rezoning to the Board of Trustees.

Applicant Kevin O'Keefe addressed the Commission and answered questions.

Chairman Cebulski opened the public hearing at 8:22 p.m. There being no public comment, the hearing was closed at 8:23 p.m.

Moved by Commissioner Pratt and supported by Commissioner Sturdy to recommend to the Board of Trustees the rezoning from OS, Office Services, to R-1-S, Single Family Residential, as requested by Modern Method Construction in Application 2223-1116 for the property located north of Joy Road, west of Sheldon Road, south of Ann Arbor Road and east of Canton Center Road. Ayes all.

ITEM NO. 4 – TOWNSHIP CAPITAL IMPROVEMENT PROJECTS

N/A

**CHARTER TOWNSHIP OF PLYMOUTH
PLANNING COMMISSION -- REGULAR MEETING
WEDNESDAY, FEBRUARY 15, 2017 • 7:00 PM
MINUTES**

ITEM NO. - OLD BUSINESS

1. P.C. No: 2230-0117

Applicant/Developer: Gonzalez Enterprises
Contact Name: Leo Gonzalez
Project Name: La Casa/Tuscany Reserve
Location: South of Ann Arbor Trail, East of McClumpha and
West of Sheldon Road
Section No.: 28
Tax I.D. No.: R-78-036-99-0008-000; R-78-036-99-0011-000; R-78-
036-99-0012-000
Zoning: R-1-S, Single Family Residential
Action Requested: Site Plan Approval - CHO

Ms. Haw reviewed her report dated February 9, 2017 which recommended tentative site plan approval. Taylor Reynolds reviewed the report of Dave Richmond of Spalding DeDecker which also recommended tentative site plan approval. The Fire Department report was received.

Leo Gonzales addressed the Commission, presented home designs, and answered questions.

Moved by Commissioner Pratt and supported by Commissioner Barberena to grant tentative site plan approval as requested in Application 2230-0117, by Gonzalez Enterprises for LaCasa/Tuscany Reserve, subject to conditions in the planning and engineering reports. Ayes all.

3. P.C. No: 2214-0716

Applicant/Developer: Menard Premiere Builders, LLC
Contact Name: Uldi Vitin, Vitins Engineering
Project Name: The Reserve
Location: North of Ann Arbor Trail, West of Sheldon Road,
South of North Territorial Road and East of Beck
Road
Section No.: 28
Tax I.D. No.: R-78-036-99-0024-000
Zoning: R-1-H, Single Family Residential
Action Requested: Final Site Plan Approval

**CHARTER TOWNSHIP OF PLYMOUTH
PLANNING COMMISSION -- REGULAR MEETING
WEDNESDAY, FEBRUARY 15, 2017 • 7:00 PM
MINUTES**

Ms. Haw and Ms. Reynolds reviewed their respective reports, which recommended final site plan approval, and the Fire Department report was received.

Mr. Vitin and Mr. Menard addressed the Commission, presented the site plan layout, and answered questions.

Moved by Commissioner Pratt and supported by Commissioner Doroshewitz to grant final site plan approval as requested in Application 2214-0716, Menard Premier Builders for The Reserve, subject to the planning and engineering reports and subject to clarification as to whether sidewalks must be provided or whether payment in lieu thereof might be possible, depending on research of the minutes of the Board of Trustees meeting by the planner. Ayes all.

ITEM NO. 6 -- NEW BUSINESS

1. Master Plan Amendment

Ms. Haw discussed with Commissioners the possible amendment of the Master Plan, to be discussed further at a Work Session on March 8.

ITEM NO. 7 -- OTHER PLANNING COMMISSION BUSINESS

1. 2017 Work Plan

The Commission agreed to add this item to the upcoming Work Session agenda.

The Commission also discussed with Ms. Haw a possible upcoming request for a recreational use such as paintball on the Burroughs site.

ITEM NO. 8 -- COMMUNICATIONS AND/OR INFORMATION

N/A

ITEM NO. 9 -- BOARD OF TRUSTEES ACTION

N/A

MOTION TO ADJOURN

**CHARTER TOWNSHIP OF PLYMOUTH
PLANNING COMMISSION – REGULAR MEETING
WEDNESDAY, FEBRUARY 15, 2017 • 7:00 PM
MINUTES**

Moved by Commissioner Doroshewitz and supported by Commissioner Pratt to adjourn the meeting at 10:20 p.m. Ayes all.

Respectfully submitted,



**Kendra Barberena, Secretary
Charter Township of Plymouth
Planning Commission**

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 the meeting, to individuals with disabilities at the meeting/hearing upon two weeks notice to the Charter Township of Plymouth. Individuals with disabilities requiring auxiliary aids or services should contact the Charter Township of Plymouth by writing or calling the Supervisor's Office, Charter Township of Plymouth, 9955 N. Haggerty Road, Plymouth, MI 48170, (734) 354-3201, TDD users: 1-800-649-3777 (Michigan Relay Service).

February 15, 2017

COMMENTARY ON FEBRUARY 9, 2017 PLANNING REPORT FOR:

Project: 2229-1117 | *Beck Business Hotel Development*
Address / Location: South of Five Mile Road, West of Beck Road
Tax ID No.(s): R-78-005-99-0009-009; R-78-0005-99-0009-710
Applicant / Developer: Mr. Nazir Jawich
Review Type: Requested Planned Unit Development (PUD) Option Approval
Review Number: Written Review #1

The Commission has been provided with a proposal to construct a 100 Unit Extended Stay Hotel on a 2.747 acre site and a fast food drive-thru restaurant on an adjoining 1.13 acre site. These sites abut the existing location of a Ruby Tuesday's restaurant that has been in operation in the Township for a number of years. The Ruby Tuesday's restaurant is located on a 1.85 acre site. The property is located with the Industrial Zoning District and the Township Master Plan designates the property for Light Industrial Uses.

A request for Special Use Approval to construct an Extended Stay Hotel at the currently proposed location was reviewed by the Township's Community Development Director in a report to the Commission dated September 3, 2013. Based on the findings and recommendations contained in that report, the request for Special Use Approval was denied by the Commission on September 18, 2013. Early in 2016, a similar request for Special Use Approval was again submitted to the Township and, based on the Community Development Director's review, report and recommendations, the Commission denied this second request on February 17, 2016. Later in that year, a third request for Special Land Use Approval for an extended stay hotel on the site was submitted to the township accompanied by a proposal to also construct a fast food drive-thru restaurant on the south side of the Ruby Tuesday's restaurant just east of the proposed hotel. Details of that third request were reviewed by the Community Development Director and her proposed findings and recommendations were contained in a report dated August 4, 2017. The Commission agreed with those findings and recommendations and denied the request for Special Use Approval for a third time.

PUD development may only be considered for parcels of 5 acres or greater. The current proposal for the new residence hotel and fast food drive-thru claims to qualify for the PUD option by joining the two-tax parcels identified above and incorporating the existing Ruby Tuesday's restaurant into the project so that the three adjacent parcels, when joined together, would exceed the 5 acre minimum requirement for PUD consideration.

The primary feature of the project is a 100 Unit 24 Hour Extended Stay Residence Hotel, similar in nature to a large urban apartment building. Although technically classified as a commercial development, the use is completely residential in nature, as disclosed on the Applicant's Site Plan Cover Sheet noting the direct applicability of the State of Michigan's Residential Building Code provisions. The Planning Reports notes that the residence hotel is one which caters to companies who utilize out of town employees and specialized labor, where guests stay an average of seven to nine days. The other new structure proposed is a fast food drive-thru restaurant which is planned to operate from 5 am to midnight seven days a week.

The following Commentary provides a review of the February 9, 2017 Report on the project prepared by the new contract planning employee who began work for the Township last month. The Commentary follows the same format as the Report with the planner's words and phrases presented in lower case letters and the review comments presented in CAPITAL LETTERS. Alternative findings, conclusions and recommendations are proposed.

COMMENTS AND PROPOSED FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

1. The proposal is NOT in conformity with EITHER the spirit OR intent of the Planned Unit Development Option, as established in the Purpose Section of Article 23.

THE proposal is NOT consistent with EITHER the spirit and OR intent of the PUD Option.

THE PLANNER'S REPORT STATES THAT: "The proposed PUD Option has the potential to facilitate the redevelopment of a site which may be considered as aging, functionally obsolete, and has the potential to create a substantial benefit to the Township" SUCH IS NOT THE CASE. PRESUMABLY THE ONLY "REDEVELOPMENT" CONTEMPLATED IS SOME UNDISCLOSED WORK ON THE EXISTING RUBY TUESDAY'S RESTAURANT.

THE PRIMARY PARCEL WHERE THE PROPOSED 100 RESIDENTIAL DWELLING UNITS ARE TO BE LOCATED HAS NEVER BEEN DEVELOPED. THUS, IT IS NOT CAPABLE OF BEING "REDEVELOPED". IT IS SIMPLY A PROPOSED NEW DEVELOPMENT. A SIMILAR SITUATION EXISTS FOR THE PROPOSED NEW FAST-FOOD DRIVE-THRU RESTAURANT.

THE EXISTING RESTAURANT DOES NOT APPEAR TO "AGING" ANY FASTER THAN ANY OTHER PROPERTIES IN THE TOWNSHIP AND IT CERTAINLY IS NOT "FUNCTIONALLY OBSOLETE".

A HIGH-DENSITY RESIDENCE HOTEL WOULD HAVE THE POTENTIAL TO CREATE A BENEFIT TO THE TOWNSHIP AT AN APPROPRIATE LOCATION, BUT THERE IS NOTHING THAT INDICATES THAT SUCH A BENEFIT COULD ONLY BE REALIZED AT THIS LOCATION. IN FACT, IT IS LIKELY THAT SUCH A DEVELOPMENT WOULD HAVE A MUCH BETTER CHANCE OF FLOURISHING AT A MORE APPROPRIATE LOCATION.

THERE IS NO PROVISION IN THE INDUSTRIAL ZONING DISTRICT PROVISIONS OF THE ORDINANCE -- SECTION 19 -- THAT SPECIFICALLY PERMITS CONSTRUCTION OF A HOTEL OR MOTEL WITHIN THE DISTRICT, EITHER AS A PRINCIPAL PERMITTED USE, OR AS A SPECIAL PERMITTED USE SUBJECT TO COMMISSION APPROVAL.

THE PLANNING REPORT STATES THAT: "Further under Section 23.10 of the PUD Ordinance, for sites within the IND^DDistrict, the commercial use of hotels and motels are permitted." HOWEVER, TO BE PRECISE, SECTION 23.10 OF THE PUD ORDINANCE EXPRESSLY PROVIDES THAT THE COMMERCIAL USE OF HOTELS AND MOTELS:

"..... may be permitted in a PUD upon determination by the Commission and the Board that the proposed uses meet the criteria established in the Purpose and Statement of Principles Sections of this Article." (EMPHASIS ADDED)

THIS MEANS THAT THE COMMERCIAL USE OF HOTELS AND MOTELS ARE ONLY PERMITTED IN AN INDUSTRIAL ZONING DISTRICT WHEN BOTH THE PLANNING COMMISSION AND THE TOWNSHIP BOARD EACH MAKE A DETERMINATION THAT THE CRITERIA SPECIFIED IN THE PRINCIPLES SECTION OF THE ZONING ORDINANCE'S PUD ARTICLE ARE MET. UNDER THE EXPRESS PROVISIONS OF THE ORDINANCE, IF EITHER THE COMMISSION OR THE TOWNSHIP BOARD IS UNABLE TO MAKE THE REQUIRED DETERMINATION, COMMERCIAL HOTELS OR MOTELS ARE NOT PERMITTED IN THE ZONING DISTRICT.

Commentary on February 9, 2017 Planner Review
Project 2229-1117 | Beck Business Hotel Development
With Proposed Findings and Recommendations

THE REPORT STATES FURTHER THAT "Although the existing site is located along one of the heaviest trafficked corridors in the community, it is currently underutilized."

THE RESIDENCE HOTEL AND FAST FOOD DRIVE-THRU RESTAURANT SITES ARE NOT "UNDERUTILIZED". THEY ARE NOT UTILIZED AT ALL, BECAUSE THEY SIMPLY HAVE NOT YET BEEN DEVELOPED. THEY PLANS DISCLOSE NO PROPOSED SITE CHANGES TO THE EXISTING RESTAURANT.

IT IS IMPORTANT, HOWEVER, THAT THE REPORT RECOGNIZES THAT THIS SITE IS LOCATED ALONG ONE OF THE TOWNSHIP'S HEAVIEST TRAFFICKED CORRIDORS. BECK ROAD IS A PRIMARY ROUTE FOR AN INORDINATELY LARGE NUMBER OF ONE AND TWO UNIT SEMI-TRUCK-TRAILER WASTE HAULING VEHICLES COMING TO AND FROM THE SALEM LANDFILL SITE. THE SMALL SINGLE TWO LANE ACCESS DRIVEWAY PROPOSED FOR INGRESS AND EGRESS TO THE 5 AM TO MIDNIGHT FAST-FOOD DRIVE-THRU RESTAURANT AND THE 100 UNIT RESIDENTIAL HOTEL SITS AT THE TOP OF HILL IN BECK ROAD AT A LOCATION WHERE NORTHBOUND TRAFFIC FOLLOWING LARGE WASTE TRUCKS TO THE SITE HAS SOME DIFFICULTY SEEING SOUTHBOUND WASTE HAULERS RETURNING FROM THE LAND FILL. THE INCREASE IN TRAFFIC OCCASIONED BY THE INTENSIVE USE PROPOSED AT THIS SPECIFIC LOCATION CREATES A DANGEROUS AND HAZARDOUS SITUATION BOTH FOR DRIVERS ENTERING AND LEAVING THE SITE AND FOR BECK ROAD TRAFFIC IN GENERAL.

THE PLANNING REPORT CLAIMS THAT "The PUD Option would encourage the redevelopment of an outdated industrial site and if properly designed, could contribute to the positive image of the Beck Road Corridor." AGAIN, THE SITE IS UNDEVELOPED. ANY PROPOSED DEVELOPMENT OF THIS SITE, PARTICULARLY IF DONE IN A MANNER CONSISTENT WITH THE TOWNSHIP MASTER PLAN, WOULD CONTRIBUTE TO THE POSITIVE IMAGE OF THE BECK ROAD CORRIDOR.

2. The site DOES NOT CONTAIN natural assets such as large standards of trees, rolling topography, significant views, swale area, flood plains, or wetlands which would be in the best interest of the community to preserve.

THE SITE CONTAINS NO NATURAL ASSETS THAT ARE WORTHY OF PRESERVATION. MOREOVER, THE APPLICANT HAS PRESENTED THE COMMISSION WITH A PROPOSED SITE PLAN THAT COMPLETELY LEVELS AND PAVES THE ENTIRE SITE WITH NO PRESERVATION OF ANY FEATURES CURRENTLY EXISTING ON THE PROPERTY.

THE PLANNING REPORT NOTES THAT: "A heavily vegetated area exists in the northwest portion of the site."

A SIMPLE VISIT TO THE SITE REVEALS THAT THESE SO-CALLED "WOODLANDS" ON THE NORTHERLY PART OF THE RESIDENTIAL HOTEL SITE CONSIST PRIMARILY OF SCRUB BRUSH AND UNDERBRUSH, VINES, AND DEAD OR DECAYING ASH TREES AND OVERGROWN SPRUCE TREES. FORGETTING, FOR THE MOMENT, THAT THESE SIT PRECISELY WHERE THE PROPOSED RESIDENCE HOTEL IS SHOWN ON THE SITE PLAN TO BE LOCATED, VIRTUALLY NONE OF THE EXISTING FOLIAGE APPEARS TO BE WORTHY OF PRESERVATION.
SEE ATTACHED PHOTO A

Commentary on February 9, 2017 Planner Review
Project 2229-1117 | Beck Business Hotel Development
With Proposed Findings and Recommendations

THE REPORT STATES THAT: "The applicant has indicated flexibility in preserving a portion of the woodlands. The quality and specifics of the existing woodlands would be addressed during the site plan process; it is recommended that quality, useful open spaces are incorporated in the PUD development and existing natural features are preserved and incorporated into the site design, where feasible." DELAYING THE IDENTIFICATION OF NATURAL ASSETS FOR PRESERVATION UNTIL AFTER THE APPROVAL OF THE USE OF THE PUD OPTION LEAVES THE USE OF THE PUD OPTION ILLEGITIMATE IF NO ASSETS ARE FOUND TO BE WORTHY OF PRESERVATION, WHICH HAPPENS TO BE THE CASE IN THIS INSTANCE.

THE CONSIDERATION OF "SIGNIFICANT VIEWS" IS A TOPIC THAT SHOULD BE BRIEFLY ADDRESSED. THE VIEW FROM THE PROPERTY TO THE SOUTH SIMPLY SHOWS A PARKING LOT AND THE SIDE OF A LARGE INDUSTRIAL BUILDING. THE VIEW FROM THE PROPOSED HOTEL TO THE EAST LOOKS OUT ON THE REAR SERVICE SIDE OF THE EXISTING RESTAURANT WHERE RESTAURANT GARBAGE AND TRASH IS MOVED ABOUT AND STORED. A LOOK TO THE NORTH PRESENTS A VIEW OF A NORMALLY DRY AND WEED-FILLED DETENTION POND BEHIND THE ADJACENT BANK, THE STORAGE AREA FOR HOME DEPOT'S LARGE ASSEMBLAGE OF RENTAL EQUIPMENT, THE REAR BLANK WALL OF HOME DEPOT'S MAIN BUILDING AND THE UNDERSIDE OF THE TOWNSHIP'S LARGE WATER TOWER.

THE MOST SIGNIFICANT VIEW, HOWEVER, IS THE VIEW TO THE WEST. HERE, ALONG AND IMMEDIATELY ADJACENT TO THE WEST PROPERTY LINE, IS THE REAR OF A HEAVY INDUSTRIAL BUILDING WHERE THE CURRENT BUSINESS HAS LOCATED AND OPERATES HUGE COMPRESSORS AND ASSOCIATED INDUSTRIAL EQUIPMENT USED IN WHAT IS BELIEVED TO BE THE DEVELOPMENT OF COMPRESSED NATURAL GAS AND LIQUIFIED PROPANE SYSTEMS. SEE ATTACHED PHOTO B

3. The proposed uses and the location, height, bulk, and character of said uses on the subject property ARE NOT in harmony with the existing and proposed land patterns of adjacent properties and the general planning area, and DO NOT ensure the stability of the orderly development of adjacent lands and the general planning area as indicated by the Future Land Use Plan.

NEITHER THE PROPOSED USES NOR THE HEIGHT, BULK OR CHARACTER OF THOSE USES ARE IN HARMONY WITH ADJACENT PROPERTIES. THE PROPOSED USE FOR THE HOTEL IS HIGH-DENSITY RESIDENTIAL AND THERE ARE NO OTHER RESIDENTIALLY ZONED PROPERTIES ANYWHERE NEAR THE AREA. THE PROPOSED HEIGHT OF THE HOTEL IS 35 FEET AND, WITH THE EXCEPTION OF THE TOWNSHIP WATER TOWER, THERE ARE NO BUILDINGS OF SUCH A HEIGHT ON ANY OF THE ADJACENT PROPERTIES.

THE NEXT COMMENT IN THE PLANNING REPORT IS SIMPLY SPECIOUS. IT PROVIDES THAT: "The intent of a PUD is to offer flexibility in the regulation of land development, encourage innovation in land use and variety of design, layout and type of structures constructed, and achieve economy and efficiency in the use of land. To achieve the intent of the PUD Option, the overall site layout must be reconfigured during the site plan process, which the applicant has indicated flexible [*sic*] on. This would involve relocating the proposed business hotel closer to Beck Road, preserving open space, reducing the amount of impervious surfaces and incorporating best access management and parking lot design practices."

THIS PROPOSITION IS WHAT IS GENERALLY KNOWN IN LOGIC AND DEBATE CIRCLES AS "THE REVERSE BAIT AND SWITCH" ARGUMENT. IN ESSENCE, IT SAYS THAT WHILE IT IS CLEAR THAT APPLICANT'S PROPOSED PROJECT DOES NOT MEET THE MINIMUM CRITERIA NECESSARY TO QUALIFY FOR CONSIDERATION OF THE PUD OPTION, THE COMMISSION SHOULD APPROVE IT ANYWAY AND THE APPLICANT WILL TRY TO ADJUST IT LATER TO SEE IF ANY OF THE REQUIRED CRITERIA CAN BE MET.

Commentary on February 9, 2017 Planner Review
Project 2229-1117 | Beck Business Hotel Development
With Proposed Findings and Recommendations

4. The proposed uses and the location of said uses on the subject property shall be such that traffic to and from the site will not be hazardous or adversely impact abutting properties or conflict with the normal traffic flow of the general area. In reviewing this particular aspect, the Commission and the Board shall consider the following: (a) Conflicts with convenient routes for pedestrian traffic, particularly of children; and (b) the relationship of the site to major thoroughfares and street intersections. THE INGRESS AND EGRESS PROPOSED FOR THE SITE IS SEVERLY LIMITED AND WOULD CREATE A DANGEROUS AND HAZARDOUS TRAFFIC SITUATION FOR THE PROPOSED RESIDENTS OF THE 24 HOUR HOTEL AND PATRONS OF THE 5 AM TO MIDNIGHT FAST FOOD DRIVE-THRU RESTAURANT.

AS MENTIONED EARLIER, THIS SITE IS LOCATED ALONG ONE OF THE TOWNSHIP'S HEAVIEST TRAFFICKED CORRIDORS. THIS PORTION OF BECK ROAD IS A PRIMARY ROUTE FOR AN INORDINATELY LARGE NUMBER OF ONE AND TWO UNIT SEMI-TRUCK-TRAILER WASTE HAULING VEHICLES COMING TO AND FROM THE SALEM LANDFILL. THE SMALL SINGLE TWO LANE ACCESS DRIVEWAY PROPOSED FOR ENTRY TO THE 5 AM TO MIDNIGHT FAST-FOOD DRIVE-THRU RESTAURANT AND THE 24 HOUR 100 UNIT RESIDENTIAL HOTEL SITS AT THE TOP OF HILL IN BECK ROAD AT A LOCATION WHERE NORTHBOUND TRAFFIC FOLLOWING LARGE WASTE TRUCKS TO THE SITE WOULD HAVE GREAT DIFFICULTY SEEING SOUTHBOUND WASTE HAULERS RETURNING FROM THE LANDFILL. THE INCREASE IN TRAFFIC OCCASIONED BY THE INTENSIVE USE PROPOSED AT THIS SPECIFIC LOCATION CREATES A DANGEROUS AND HAZARDOUS SITUATION BOTH FOR DRIVERS ENTERING AND LEAVING THE SITE AND FOR BECK ROAD TRAFFIC IN GENERAL.

THE REPORT STATES THAT: "The proposed development would not have an adverse impact on vehicular and pedestrian circulation systems, provided that an alternative access point, preferably directly to the north with an access agreement through Home Depot's existing boulevard entrance, is provided. Parking lot circulation and the overall site layout must also be addressed during the site plan process to ensure the variety of site activities adheres to best practices for vehicular and pedestrian safety."

THIS STATEMENT IS A REPETITION OF THE REVERSE BAIT AND SWITCH ARGUMENT PRESENTED EARLIER.

5. The intensity of uses associated with the proposal and such noises, vibrations, odors, glare, reflection of light, heat, hours of operation and other external effects which would normally be a product of the proposed uses, ARE NOT compatible with the existing land uses of the abutting properties and shall insure the stability of the orderly development of same as indicated in the Future Land Use Plan for the Township.

THE REPORT OBSERVES THAT: "The proposed PUD would be located on land which is designated for industrial uses on the Zoning Map and the Future Land Use Map."

THE REPORT CLAIMS THAT: "It is anticipated that the proposed PUD would produce *less* noise, vibration, odor, glare, reflection of light, heat, hours of operation, or other external effects which would have an adverse impact on adjacent properties than if the site were development under conventional zoning regulations." WITHOUT ANY KNOWLEDGE WHATSOEVER OF WHAT FUTURE USE MAY ULTIMATELY BE DEVELOPED ON THIS PROPERTY, IT IS IMPOSSIBLE TO MAKE A VALID ASSESSMENT OF WHETHER OR NOT THE PROPOSED PUD WOULD PRODUCE MORE OR LESS NOISE, VIBRATION, ODOR, GLARE, REFLECTION OF LIGHT, HEAT, HOURS OF OPERATION, OR OTHER EXTERNAL EFFECT THAN A CONVENTIONAL DEVELOPMENT.

GIVEN THE INTENSITY OF USE PROPOSED FOR THIS SITE, WITH 14 EMPLOYEES PER WORKING SHIFT AND UP TO 100 RESIDENTS COMING AND GOING 24 HOURS A DAY AND A FAST FOOD DRIVE-THRU RESTAURANT OPERATING OUTDOOR SPEAKERS FROM 5 AM IN THE MORNING TO MIDNIGHT, IT SEEMS LIKELY THAT A SIGNIFICANT AMOUNT OF NOISE AND CONTINUOUS TRAFFIC WOULD BE GENERATED ON THE SITE, PARTICULARLY IN THE EARLY MORNING, EVENING AND NIGHTTIME HOURS.

6. DEVELOPMENT OF 100 HIGH-DENSITY RESIDENTIAL DWELLING UNITS ON A SMALL 2-3/4 ACRE PARCEL IMMEDIATELY ADJACENT TO AN INDUSTRIAL USER ACTIVELY ENGAGED IN THE COMPRESSION AND LIQUIFICATION OF ETHANE, PROPANE AND OTHER VOLATILE AND FLAMMABLE SUBSTANCES AND MATERIALS WOULD UNNECESSARILY EXPOSE THE PROPOSED RESIDENTS AND GUESTS TO POTENTIAL HAZARDS.

AS MENTIONED EARLIER, ALONG AND IMMEDIATELY ADJACENT TO THE WEST PROPERTY LINE OF THE PROPOSED PROJECT AN INDUSTRIAL USER APPEARS TO BE ACTIVELY ENGAGED IN THE DEVELOPMENT OF FUELS SYSTEMS UTILIZING COMPRESSED NATURAL GAS AND LIQUIFIED PETROLEUM. SEE ATTACHED PHOTO B.

THE COMMISSION IS ADVISED THAT THE OCCUPANT OF THE PROPERTY IMMEDIATELY TO THE WEST OF THE PROJECT IS "WEST PORT SYSTEMS." MORE FORMALLY KNOWN AS WESTPORT FUEL SYSTEMS MICHIGAN, THEY ARE A BUSINESS UNIT OF WESTPORT FUEL SYSTEMS, INC. HEADQUARTED IN VANCOUVER, BRITISH COLUMBIA. IN A RECENT FILING WITH THE US SECURITIES AND EXCHANGE COMMISSION, WESTPORT DISCLOSED ITS BUSINESS OPERATIONS AS, AMONG OTHER THINGS, THE DEVELOPMENT AND SALE OF NATURAL GAS AND PROPANE ENGINES, FUEL SYSTEMS AND RELATED COMPONENTS ALONG WITH THE MANUFACTURE AND SALE OF COMPRESSED NATURAL GAS, LIQUEFIED NATURAL GAS, AND LIQUEFIED PETROLEUM GAS COMPONENTS. INFORMATION EXCERPTED FROM WESTPORT'S SEC FILING IS ATTACHED AS ATTACHMENT C.

INDUSTRIAL PROCESSES UTILIZING CNG, LNG, LPG, ETHANE AND OTHER VOLATILE AND FLAMMABLE MATERIALS ARE WHOLLY APPROPRIATE FOR AN INDUSTRIAL ZONING DISTRICT WHEN CAREFULLY SITED. THEY WOULD NOT BE APPROPRIATE USES FOR A RESIDENTIAL DISTRICT IN THE TOWNSHIP, YET HIGH DENSITY RESIDENTIAL DWELLING UNITS ARE EXACTLY WHAT APPLICANTS ARE PROPOSING TO LOCATE IN CLOSE PROXIMITY TO THESE DANGEROUS MATERIALS AND PROCESSES. THE COMMISSION HAS A RESPONSIBILITY TO AVOID THE CREATION OF SITUATIONS THAT HAVE THE POTENTIAL TO SERIOUSLY ENDANGER PUBLIC HEALTH AND SAFETY.

RECOMMENDATIONS

Based on the findings presented above, it is recommended that the Planning Commission MAKE AN EXPRESS DETERMINATION THAT THE PROPOSED PROJECT AND USES DO NOT MEET THE CRITERIA ESTABLISHED IN THE PURPOSE AND STATEMENT OF PRINCIPLES SECTIONS OF ARTICLE 23 OF THE TOWNSHIP ZONING ORDINANCE FOR DEVELOPMENT UNDER THE PLANNED UNIT DEVELOPMENT OPTION, AND FURTHER recommend DENIAL of the proposed Planned Unit Development (PUD) Option to the Board of Trustees.



BECK ROAD RESIDENCE HOTEL SITE LOOKING NORTH



BECK ROAD RESIDENCE HOTEL SITE LOOKING WEST

PHOTO A



BECK ROAD RESIDENCE HOTEL SITE LOOKING WEST



EQUIPMENT IMMEDIATELY ADJACENT TO WEST PROPERTY LINE OF BECK ROAD RESIDENCE HOTEL SITE

PHOTO B



14900 Galleon Ct
Plymouth, MI 48170



At this location

MAHLE Powertrain LLC
Engineering Consultant · 14900 Galleon Ct
Open until 5:00 PM .

Westport Global Headquarters

1750 West 75th Avenue, Suite 101
Vancouver, British Columbia
Canada » V6P 6G2
T +1-604-718-2000

Westport Dallas

2180 French Settlement Road
Dallas, Texas
United States of America » 75212
Inquiries: +1 214-231-1450

Westport Fuel Systems Michigan

14900 Galleon Court
Plymouth, Michigan
United States of America » 48170
T +1 734-233-6850

EXCERPTED INFORMATION FROM WESTPORT FUELS SYSTEMS NOVEMBER 15, 2016 FILING
WITH
THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION

§
 REGISTRATION STATEMENT PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934

OR

ANNUAL REPORT PURSUANT TO SECTION 13(a) OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2015

Commission file number: 001-34152

WESTPORT FUEL SYSTEMS INC.
1750 West 75th Avenue, Suite 101
Vancouver, British Columbia, Canada V6P 6G2
(604) 718-2000

Westport Management's Discussion and Analysis

.....
BUSINESS OVERVIEW

We are a leading provider of high-performance, low-emission engine and fuel system technologies utilizing gaseous fuels. Our technology and products enable light- (less than 5.9 litre), medium- (5.9 to 10 litre), heavy-duty- (10 to 16 litre) and high-horsepower- (greater than 16 litre) petroleum-based fuel engines and vehicles to use primarily natural gas, giving users a cleaner and generally less expensive alternative fuel based on a more abundant natural resource. Through our partnerships and direct sales efforts, we sell natural gas and propane engines, fuel systems, and components to customers in more than 79 countries. We currently have strategic relationships with three of the world's top four engine producers and supply or have strategic relationships with six of the world's top ten truck producers, as well as seven of the world's top ten automotive manufacturers. Our strategic relationships with OEMs provide us with access to their manufacturing capacity, supply chain and global distribution networks without incurring the considerable investment associated with these assets. We commercialize our technology in markets where demand for clean, low emission engines is prevalent.

Westport Operations designs, manufactures and sells compressed natural gas ("CNG"), liquefied natural gas ("LNG"), and liquefied petroleum gas ("LPG") components and systems to over 20 global OEMs, including Fiat, Volkswagen, Tata Motors, the GAZ Group, Chrysler, General Motors, Ford Motor Company ("Ford"), PACCAR Inc., Volvo Car Group, Hyundai and Kia and to aftermarket customers in over 79 countries. Sales from Westport's wholly-owned Italian subsidiaries, OMVL S.p.A. ("OMVL") and Emer S.p.A ("EMER"), including Emer's wholly-owned subsidiary Valtek S.p.A., Westport's Australian operations, and, recently acquired Netherlands based Prins Autogassystemen Holding B.V. ("Prins") are made either directly to OEMs or through one of their many global distributors. Westport Operations has a strong customer base in Europe and North America and is growing in Asia, South America, and Africa.

Memo

To: Kurt Heise, Supervisor
From: Kevin L. Bennett
Date: March 3, 2017
Re: Power to Approve Planned Unit Development

You have requested an opinion on whether the Township Board or the Planning Commission has ultimate authority to approve the creation of a Planned Unit Development District. For the following reasons, it is my opinion that **the Township Board has such ultimate authority to grant the PUD option, to approve the PUD contract, to approve the PUD general development plan, and to set the terms of the final development plan.**

Section 503 of the Michigan Zoning Enabling Act, MCL 125.3503, provides that a municipality may provide by ordinance the entity that has ultimate authority to approve planned unit developments:

... The review and approval of planned unit developments shall be by the zoning commission, an individual charged with administration of the zoning ordinance, or the legislative body, as specified in the zoning ordinance.

Thus, the Township Zoning Ordinance provisions will control on this issue.

Article XXIII of the Zoning Ordinance governs Planned Unit Developments. Section 23.1 provides:

The PUD is an optional method of development that may be permitted only after **review and recommendation by the Planning Commission, public hearing, approval of the Township Board** of Trustees after having found that the proposed PUD reflects the following basic principles

Thus, the first section of Article 23 explicitly states that the Planning Commission performs the review and makes a recommendation, and that the Township Board ultimately grants approval of a PUD application.

Some other provisions in Article 23 are similar, but some provisions, read in isolation, seem to provide that approval of both the Planning Commission and the Township Board is

required. Below are the specific provisions that support the Board having ultimate authority, and the provisions that support both PC and Board approval.

Provisions that State that the Board has Authority

- 23.5: “Following PUD option approval by the Township Board, a General Development Plan that contains sufficient information to determine the proposed development’s conformance to Section 23.10, General Conditions, must be submitted for approval and shall contain the following information”
- 23.6: “The final development plan shall meet all conditions of Township Board approval”
- 23.8.1(a): “Within a reasonable time following the public hearing, the Planning Commission may . . . recommend approval, disapproval or approval with conditions regarding applying the PUD Option to the tract of land as described in the survey submitted with the application. The Commission’s recommendations shall be forwarded to the Township Board of Trustees for consideration and action.”
- 23.8.1(b): “Upon receipt of the recommendations of the Commission, the Township Board shall review the application, recommendations, and shall take action thereupon.”
- 23.8.2(a): “The Planning Commission shall review the general development plan . . . and make a recommendation to the Township Board to approve, approve with conditions, or deny the proposed general development plan.”
- 23.8.2(b): “Upon receipt of the Planning Commission’s recommendations of the Commission, the Township Board shall review the general development plan and PUD contract, recommendations, and shall take action thereupon.”
- 23.9: “After review by the Planning Commission and approval by the Township Board, the contract shall be entered into between the Township and the applicant.”

Provisions that Imply Planning Commission Approval Necessary

- 23.1.2: “This determination shall be made by the Planning Commission and Township Board after review of a documented site analysis to be submitted by the applicant.”
- 23.8.3: “Within eighteen (18) months of general development plan approval by the Township Board the applicant shall submit and obtain Planning Commission approval of a final development plan.”
- 23.8.3(a): “The Planning Commission shall review the final development plan for conformance to Section 23.10, General Conditions, and the PUD contract and approve, approve with conditions, or deny the proposed general development plan.”

Section 23.8.3 and 23.8.3(a) could be construed to convey to the Planning Commission the inherent power to deny the final development plan and thus kill the PUD project. However, because the Township Board sets the conditions for the final development plan (23.6), this section should be interpreted to mean that the PC is the entity to ensure that the developer has complied with the Board’s conditions for the final development plan rather than granting the PC the power to deny a final development plan based upon the PC’s inherent power.

Section 23.1.2 could be construed to grant to the PC power equal to the Board's power to determine whether the PUD is an option based upon the proposed PUD area's topography. However, when read in conjunction with the remainder of Article 23, it is proper to conclude that ultimate authority on granting the PUD option, approving the PUD contract, approving the PUD general development plan, and setting the terms of the final development plan all rest with the Board.



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

MEETING DATE: March 21, 2017

ITEM: SAW Grant – Project Update

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

OTHER INDIVIDUALS IN ATTENDANCE: None Anticipated.

BACKGROUND:

The Township applied for a SAW Grant from MDEQ in October 2013. In November 2015 the grant was awarded to the Township. In June 2016 a professional services contract was awarded to GHD/Wade Trim project team to assist Township in executing the grant. The SAW Grant is \$2,000,000 for establishing a sanitary wastewater asset management plan.

A presentation on the project including background/history, status of current activities and summary of future tasks will be provided to Board members.

ACTION REQUESTED: N/A

BUDGET/ACCOUNT NUMBER: Water and Sewer Fund (Local Match)

MODEL RESOLUTION: N/A

ATTACHMENTS: N/A



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

MEETING DATE: March 21, 2017

ITEM: Road Rehabilitation Special Assessment District (S.A.D) Projects - Update

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

OTHER INDIVIDUALS IN ATTENDANCE: None Anticipated.

BACKGROUND:

Five (5) Subdivision Road Rehabilitation SAD projects are on-going and scheduled to be completed by Summer 2017.

Status of each project will be provided to Board members.

ACTION REQUESTED: N/A

BUDGET/ACCOUNT NUMBER: N/A

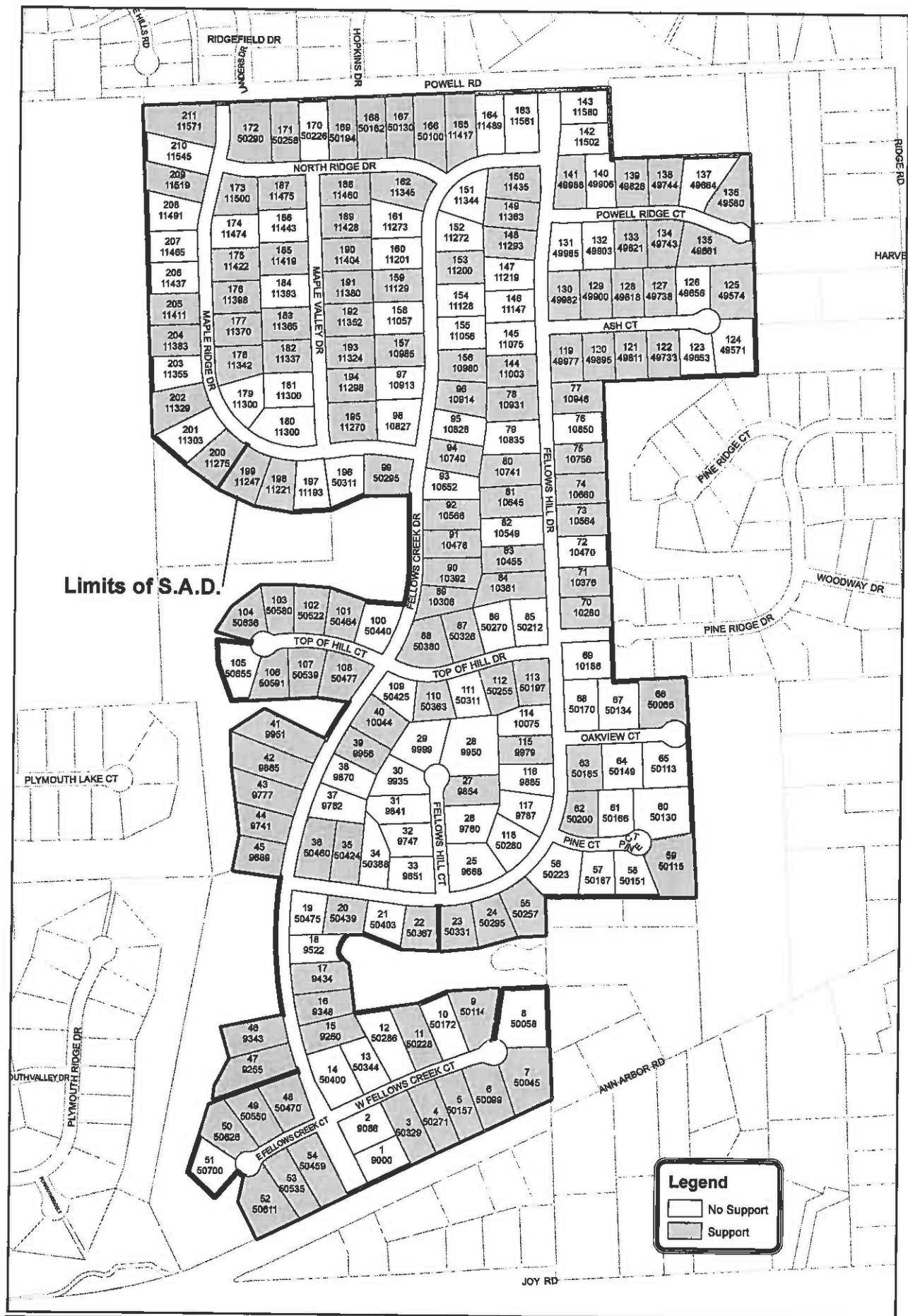
MODEL RESOLUTION: N/A

ATTACHMENTS: Attachment 1: Summary Table of Projects
Attachments 2 -6: Project Location Maps

SPECIAL ASSESSMENT DISTRICT (S.A.D) ROAD REHABILITATION PROJECTS
March 21, 2017

No.	Project	Description	Remaining Work / Status	Early Start	Early End
1	Country Acres (Nos. 1, 2, and 3)	Concrete Removal and Replacement; Crack and Joint Sealing and Repairs.	Work per Addenda A and B of Change Order No. 2. Pavement R&R, Sealing; Contractor (Galui) completed saw-cutting of areas in Fall 2016. All work is warranty related under the maintenance requirements of Contract; no additional cost.	4/15/2017	5/17/2017
2	Deer Creek	Concrete Removal and Replacement; Crack and Joint Sealing and Repairs.	Contractor (L. Anthony Construction Co.) completed the sectional concrete repairs last Fall. Punch list work items remain; there is no increase in project cost to address punch list items. Road crack and joint sealing to be done after completion of punch list.	4/15/2017	5/17/2017
3	Hunters Creek	Concrete Removal and Replacement; Crack and Joint Sealing and Repairs.	Contractor (L. Anthony Construction Co.) completed the sectional concrete repairs last Fall. Punch list work items remain; there is no increase in project cost to address punch list items. Road crack and joint sealing to be done after completion of punch list.	4/15/2017	5/17/2017
4	Plymouth Commons	Concrete Removal and Replacement; Crack and Joint Sealing and Repairs.	Remaining Contract pavement R&R ; Punch list work items; and road crack and joint sealing. Contractor: Goretski Construction Co.	4/15/2017	5/17/2017
5	Ridgewood Hills (Nos. 2, 3 and 4)	Concrete Removal and Replacement; Crack and Joint Sealing and Repairs.	Contractor (Goretski Construction Co.) completed the sectional concrete repairs last Fall. Punch list work items remain; there is no increase in project cost to address punch list items. Road crack and joint sealing to be done after completion of punch list.	4/15/2017	5/17/2017

Note: Engineer will perform site inspection prior to Work to confirm remaining work/punch list needs.



**Country Acres of Plymouth No. 1, 2, & 3
S.A.D.**



34000 Plymouth Rd
Livonia, MI 48150
734.522.8711
734.522.6427 (fax)





Potential Deer Creek S.A.D. Limits

SAD Limits
 12345 Street Number
 12 Lot Number
 Deer Creek Subdivision Lots in SAD = 101
 Woodlands of Deer Creek Condominium Lots in SAD = 20
 Total Lots = 121

Petition Status

No Support
 Support

March 2016

Base Source: Michigan Geographic Data Library
 Parcel Source: Plymouth Township, MI 2008



250 125 0 250 Feet





**Potential Hunter's Creek
S.A.D. Limits**



SAD Limits

12345 Street Number

12 Lot Number (Number of Lots in SAD = 27)

Petition Status



No Support



Support

March 2016

Base Source: Michigan Geographic Data Library
Parcel Source: Plymouth Township, MI 2008





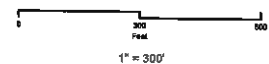
**Plymouth Commons
S.A.D Limits & Support**
Plymouth Township

- Plymouth Commons SAD (Potential Limits)
- Support
- No Support

Key
Street Number: 49411
Lot Number: 1

Total Number of Lots: 130

Total Number of Lots in Support: 79



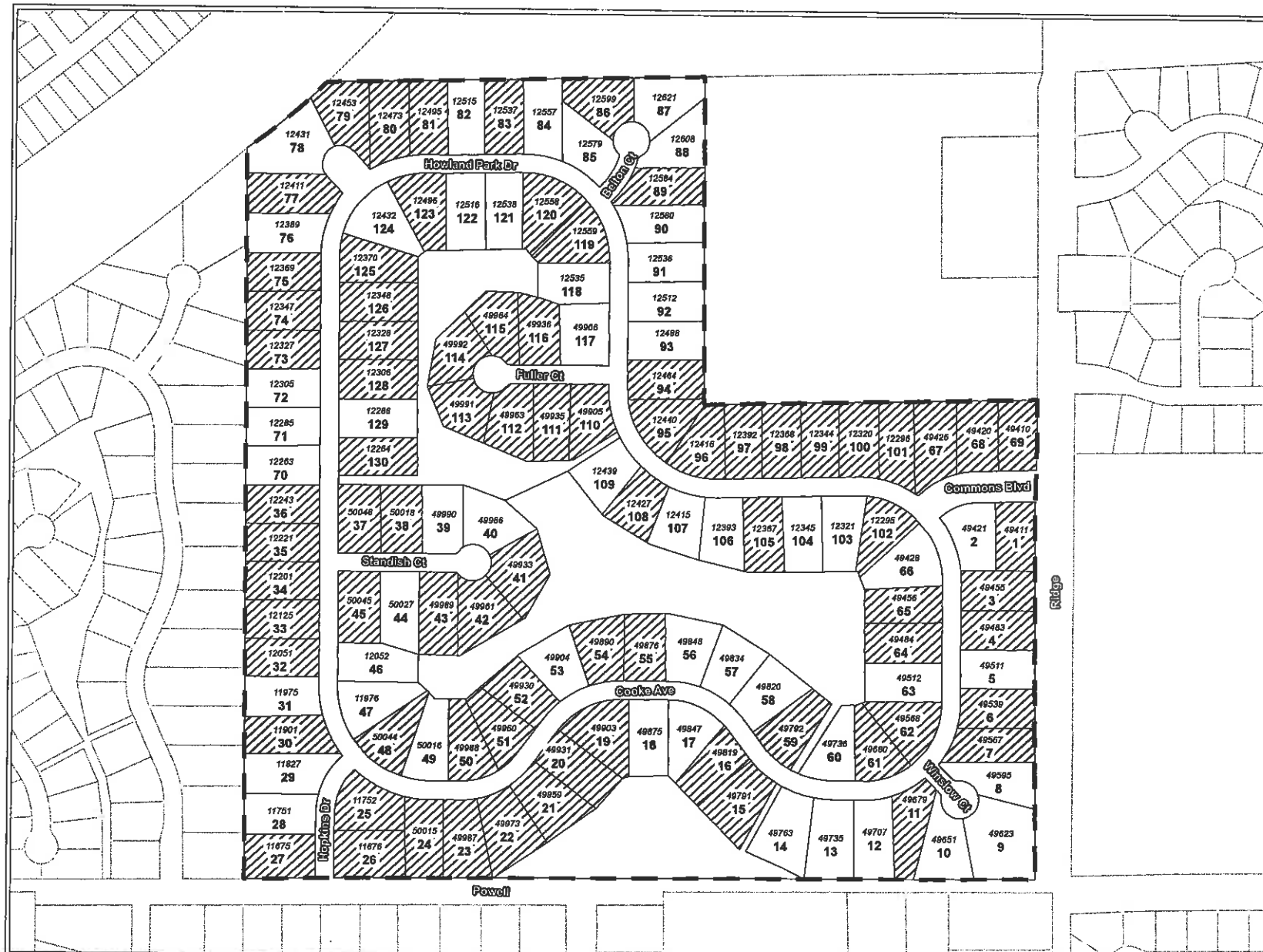
Source: Data provided by Wayne County and Plymouth Township. OHM Advisors does not warrant the accuracy of the data and/or the map. This document is intended to depict the approximate spatial location of the integrated features within the Community and all use is strictly at the user's own risk.

Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 feet

Map Published: January 27, 2016



888.522.6711 | ohm-advisors.com





**Potential Ridgewood Hills
Nos. 2, 3, & 4 Subdivisions
S.A.D. Limits**



SAD Limits

12345 Street Number

123 Lot Number (Number of Lots in SAD = 200)

Petition Status



No Support



Support

January 29, 2016

Base Source: Michigan Geographic Data Library
Parcel Source: Plymouth Township, MI 2008



2016

Plymouth Township, MI
Special Assessment District



WADETRIM



CHARTER TOWNSHIP OF PLYMOUTH

9955 N HAGGERTY RD • PLYMOUTH, MICHIGAN 48170-4673
www.plymouthtp.org

MEMORANDUM

To: Board of Trustees

From: Supervisor Kurt L. Heise

Re: Contracts with ELAN Engineering for Restoration of Government Access Channel

Date: March 14, 2017

I have attached for your consideration three contracts with ELAN Engineering that are required for the restoration of our township's long-dormant government access channel.

ELAN was highly recommended as a preferred vendor by Comcast, as they have a long history working with Comcast on Public, Educational, and Government (PEG) access channels, and must coordinate with Comcast on new cable installation and related compliance activities.

ELAN will also work with Wide Open West (WOW) once our connections with Comcast are re-established. A full listing of ELAN's scope of work is attached.

The first contract is for ELAN's professional services and materials in the amount of \$14,137.06; the second contract is for a specialized Dell computer system needed for the proper use of the Digital Video Server system in the amount of \$1,729.98; the third contract is for the Leightronix Ultra NEXUS HD Video Server itself in the amount of \$13,295.00. Funding for these contracts will come out of our PEG fees which we receive annually from both Comcast and WOW.

I will be happy to answer any other questions you might have at the Study Session on March 21 or any time prior. Thanks for your anticipated cooperation.

SUPERVISOR
Kurt L. Heise
(734) 354-3200

CLERK
Jerry Vorva
(734) 354-3224

TREASURER
Mark J. Clinton
(734) 354-3214

TRUSTEES
Charles Curmi, Jack Dempsey
Robert Doroshewitz, Gary Heitman

Overview

Plymouth Township will be upgrading the PEG channel with a new broadcast video server, production computer and current version production software. New server location to be in township building.

Background

The currently PEG channel is a decade old broken device, hosted at a Comcast building. Comcast has provided a message for place holder on channel. Comcast and WOW have both coaxial and fiber connections to the township building. Plymouth Township will begin; producing programming for the PEG channel, broadcasting Board Meetings Live and repeated throughout the week. Board chambers have cameras and editing equipment installed.

Project Goals

1. Provide digital PEG channel originating from township building.
 - a. Full feature Digital broadcast HD-SDI video server
 - i. Online video training
 - ii. One hour custom training webinar
 - b. Comcast approved channel HD Encoder
 - c. WOW approved channel Encoder
2. Broadcast Board Meetings Live
 - a. Re-broadcast Board Meetings
3. Emergency Alert banners
4. Provide regularly updated;
 - a. Traffic, Weather, News and other selected slides
5. Provide new computer for video editing.
6. Provide production software.

Scope of Work

Design

- 1) Work with Comcast and WOW to determine cost effective fiber optic connection for encoding equipment.
 - a) Coordinate CATV company's fiber optic connections to township hall.
- 2) Recommend server, computer and production software for township.

Professional Services

- 1) Install and configure equipment at Point of Presence (POP) in DATA center.
 - a) Comcast approved HD-SDI Encoder
 - b) WOW approved HD-SDI Encoder
 - c) WDM lasers
 - d) Singlemode fiber optic patch cables
 - e) LIU and fiber optic couplers
 - f) SDI video patch cables
 - g) HD-SDI video server
 - h) Utilize POP UPS power
- 2) Coordinate with Comcast and WOW to turn up channels
- 3) Provide SDI coaxial cables from editing room to HD-SDI server.
 - a) Install and certify cables.
 - b) Coordinate with video editing vendor.
- 4) Configure Dell computer with editing software.
- 5) Provide ULTRA Nexus HD-SDI training
 - a) 1st training session to review logging into site
 - i) Review training videos
 - b) Schedule custom 1 hour webinar training
- 6) Comcast and WOW to provide:
 - a) Fiber optic cable and termination at POP
 - b) PEG channel decoding equipment at headend

Equipment

1. Leightronix
 - a. ULTRA Nexus HD–SDI digital server
 - i. HD-SDI input/output
 - ii. 1TB SSD
 1. Expandable to 16TB
 - iii. Emergency Messaging
 - iv. Twitter Feed Integration
 - v. 5-year warranty
2. Dell computer requirements
 - a. XPS computer;
 - i. I7-3.4GHz
 - ii. 16GB RAM (single DIMM, DDR4, 2133MHz),
 - iii. 1.0 TB drive + 32GB SSD,
 - iv. W10 PRO,
 - v. 2GB NVIDIA GeForce GTX 750Ti, DVD-RW
3. Dell SE2715H 27” monitor
4. Editing Software
 - a. DaVinci Resolve software
 - i. Available in free download for trial

Budget Pricing

5. Professional services	\$14,137.06
6. Ultra Nexus HD	\$13,995.00
7. Dell computer	\$1699.99
8. Dell Monitor	\$229.99
9. DaVinci Resolve software	\$995.00

1. Send ELAN quote/contract and 1st Invoice
2. ORDER -
 - a. Fiber cable SC/APC to LC/UPC
 - b. DATA switch
 - c. Ultra Nexus HD-SDI
 - d. VL4500 Comcast
 - e. VL4500 WOW
 - f. Computer
 - g. Video Editing Software
3. Turn up electronics at ELAN for burn in test
 - a. Send Brent training video link to township
4. Configure computer at ELAN
5. Install mounts and cable at township
6. Install and configure electronics at Springfield
7. Install computer at township
8. Onsite training
 - a. 1st meeting on website tutorials.
 - b. Schedule webinar training

ELAN Equipment, Inc.

55309 Lyon Industrial Drive
New Hudson, MI 48165

Quote

Date	Quote #
3/10/2017	2017-03-088

Name / Address
Plymouth Township Sue Brams 9955 N. Haggerty Road Plymouth, MI 48170 USA

Ship To
Plymouth Township Sue Brams 9955 N. Haggerty Road Plymouth, MI 48170 USA

P.O. No.	Terms	Due Date	Project
	1% ACH 3days, Net 10 days	FOB Origin	3/10/2017

Description	Qty
Professional services to implement HD-SDI server to broadcast Live video to both PEG channels	1
Co-ordinate with Comcast and WOW engineering to turn up and test PEG channel circuits	8
Radiant VL4510 - HD/SD Encoder, MPEG-2/H.264, SDI input, IP-ASI Out, 1U	2
Singlemode Fiber Optic Long Range WDM SFP, 1Gig	2
Fiber Patch Cord for SFP	2
LIU - Light Interface Unit, rack mount, accepts multiple LIU panels for fiber terminations and patch cable management.	1
IT Tech - Initial configuration and installation VL4510	8
Patch Cables from Nexus to VL4510	1
IT Tech - Initial configuration and installation HD-SDI server	4
Cable Installation and testing for connection from POP to video editing room	1
IT Tech -Configure desktop	2
IT Tech -Configure video editing software on desktop	2
50% deposit due with signed estimate	
<p>ELAN Standard Terms & Conditions Estimate This is a Time and Material Estimate ("Estimate"). This Estimate is valid for 30 days in accordance with the terms and conditions herein, including any increases in price due to any unforeseen conditions. This Estimate assumes all work will be performed during normal business hours. This Estimate is subject to change, upon notice, if ELAN encounters any conditions it did not foresee at the time it prepared this Estimate, in which cases this Estimate will increase and the Customer shall be responsible for all increased costs. All equipment/material sales are subject to state and local taxes and shipping and handling charges. In order to be exempt from tax a tax ID number is required at the time the order is placed. Terms of sale: 50% of Estimate as down payment, and signed Estimate with approved credit. All work will be started within 15 working days of receipt of equipment. Progress billing until project complete. All payments are to be received by ELAN Telephone & Technology, Inc. within ten (10) days of the date ELAN</p>	

	Subtotal
	Sales Tax (6.0%)
	Total

Please return signed Quote and T&C with deposit.

800-334-5287	miker@elanengineering.com
--------------	---------------------------

Signature _____

ELAN Equipment, Inc.

55309 Lyon Industrial Drive
New Hudson, MI 48165

Quote

Date	Quote #
3/10/2017	2017-03-088

Name / Address
Plymouth Township Sue Brams 9955 N. Haggerty Road Plymouth, MI 48170 USA

Ship To
Plymouth Township Sue Brams 9955 N. Haggerty Road Plymouth, MI 48170 USA

P.O. No.	Terms	Due Date	Project
	1% ACH 3days, Net 10 days	3/10/2017	

Description	Qty
<p>generates its invoice. Final payment shall due in full immediately upon notice from ELAN that the project is complete. One and one-half percent (1 ½%) interest per month will be added to unpaid invoices. If payment is not received within fourteen (14) days of the date of any invoice, Elan's work may be stopped until such time as payment is received with no recrimination against Elan's. Elan's shall pay any and all costs incurred as the result of Customer's non-payment. Cancellation: Any order or contract may be cancelled by the Customer only upon payment of reasonable charges based upon expenses already incurred and commitments made by Elan's. These include restocking charges assessed by ELAN or its suppliers, costs to cover equipment, engineering or manufacturing charges and reasonable charges to cover costs of systems engineering and layouts incurred by ELAN. Special order items are not returnable.</p> <p>This ESTIMATE has no provision for shelving or equipment mounts, the installation of metal or rigid conduit or raceway, nor the connection or installation of electrical (110 volt, 220 volt etc.) lines or receptacles unless otherwise specified in the estimate. Customer is to provide all floor ducts, equipment room space and a suitable power outlet within six (6) feet of the power supply. All cable will be installed within existing conduit and/or partition and walls where reasonably possible. Exposed cable will be installed as inconspicuously as possible. No provision for scaffolding, lift, etc. is included in this estimate unless otherwise specified in the estimate. If existing cable is utilized, purchaser acknowledges that ELAN is not responsible for the problems that are inherent in that cable that may affect the system.</p> <p>Purchaser acknowledges there are no warranties (express or implied), representations, promises or verbal statements whatsoever which are binding on ELAN. This document represents the entire written agreement between the parties, supersedes all prior documents, customer terms and conditions, understandings and agreements (written or oral), and any and all alterations or additions to this document must be in writing and signed by both parties.</p> <p>ELAN shall not be responsible for any unforeseen conditions, including but not limited to any delays of installation or shipment of equipment when affected by conditions such as sabotage, strikes, acts of God, inadequate notice or delays caused by others, including but not limited to delayed inspections, owner(s) interference, lack of access or delays in change orders, approvals or progress payments.</p>	

	Subtotal
	Sales Tax (6.0%)
	Total

Please return signed Quote and T&C with deposit.

800-334-5287	miker@elanengineering.com
--------------	---------------------------

Signature _____

ELAN Equipment, Inc.

55309 Lyon Industrial Drive
 New Hudson, MI 48165

Quote

Date	Quote #
3/10/2017	2017-03-088

Name / Address
Plymouth Township Sue Brams 9955 N. Haggerty Road Plymouth, MI 48170 USA

Ship To
Plymouth Township Sue Brams 9955 N. Haggerty Road Plymouth, MI 48170 USA

P.O. No.	Terms	Due Date	Project
	1% ACH 3days, Net 10 days	FOB Origin	3/10/2017

Description	Qty
<p>Customer hereby expressly waives and releases ELAN from any and all consequential damages resulting from or related to this Estimate, it being agreed and understood Customer's sole and exclusive remedy for any default in performance is the re-performance of the work.</p> <p>It is expressly agreed that until the ELAN receives final payment in full, that ELAN retains a security interest in the equipment, fixtures, and labor supplied under this estimate. Any legal or collection fees incurred by ELAN shall be the responsibility of Customer.</p> <p>Signor represents having full authority to enter into this agreement.</p> <p>Please Sign _____ Date _____</p> <p>Print Name _____ Title _____</p>	

Subtotal	\$14,137.06
Sales Tax (6.0%)	\$0.00
Total	\$14,137.06

Please return signed Quote and T&C with deposit.

800-334-5287	miker@elanengineering.com
--------------	---------------------------

Signature _____

ELAN Equipment, Inc.

55309 Lyon Industrial Drive
 New Hudson, MI 48165

Quote

Date	Quote #
3/10/2017	2017-03-090

Name / Address
Plymouth Township Sue Brams 9955 N. Haggerty Road Plymouth, MI 48170 USA

Ship To
Plymouth Township Sue Brams 9955 N. Haggerty Road Plymouth, MI 48170 USA

P.O. No.	Terms	Due Date	Project
	1% ACH 3days, Net 10 days	3/20/2017	

Description	Qty
<p>This ESTIMATE has no provision for shelving or equipment mounts, the installation of metal or rigid conduit or raceway, nor the connection or installation of electrical (110 volt, 220 volt etc.) lines or receptacles unless otherwise specified in the estimate. Customer is to provide all floor ducts, equipment room space and a suitable power outlet within six (6) feet of the power supply. All cable will be installed within existing conduit and/or partition and walls where reasonably possible. Exposed cable will be installed as inconspicuously as possible. No provision for scaffolding, lift, etc. is included in this estimate unless otherwise specified in the estimate. If existing cable is utilized, purchaser acknowledges that ELAN is not responsible for the problems that are inherent in that cable that may affect the system.</p> <p>Purchaser acknowledges there are no warranties (express or implied), representations, promises or verbal statements whatsoever which are binding on ELAN. This document represents the entire written agreement between the parties, supersedes all prior documents, customer terms and conditions, understandings and agreements (written or oral), and any and all alterations or additions to this document must be in writing and signed by both parties.</p> <p>ELAN shall not be responsible for any unforeseen conditions, including but not limited to any delays of installation or shipment of equipment when affected by conditions such as sabotage, strikes, acts of God, inadequate notice or delays caused by others, including but not limited to delayed inspections, owner(s) interference, lack of access or delays in change orders, approvals or progress payments.</p>	

	Subtotal
	Sales Tax (6.0%)
	Total

Please return signed Quote and T&C with deposit.

800-334-5287	miker@elanengineering.com
--------------	---------------------------

Signature _____

ELAN Equipment, Inc.

55309 Lyon Industrial Drive
New Hudson, MI 48165

Quote

Date	Quote #
3/10/2017	2017-03-090

Name / Address
Plymouth Township Sue Brams 9955 N. Haggerty Road Plymouth, MI 48170 USA

Ship To
Plymouth Township Sue Brams 9955 N. Haggerty Road Plymouth, MI 48170 USA

P.O. No.	Terms	Due Date	Project
	1% ACH 3days, Net 10 days	3/20/2017	

Description	Qty
<p>Customer hereby expressly waives and releases ELAN from any and all consequential damages resulting from or related to this Estimate, it being agreed and understood Customer's sole and exclusive remedy for any default in performance is the re-performance of the work.</p> <p>It is expressly agreed that until the ELAN receives final payment in full, that ELAN retains a security interest in the equipment, fixtures, and labor supplied under this estimate. Any legal or collection fees incurred by ELAN shall be the responsibility of Customer.</p> <p>Signor represents having full authority to enter into this agreement.</p> <p>Please Sign _____ Date _____</p> <p>Print Name _____ Title _____</p>	

	Subtotal	\$1,729.98
	Sales Tax (6.0%)	\$0.00
	Total	\$1,729.98

Please return signed Quote and T&C with deposit.

800-334-5287	miker@elanengineering.com
--------------	---------------------------

Signature _____

ELAN Equipment, Inc.
 55309 Lyon Industrial Drive
 New Hudson, MI 48165

Quote

Date	Quote #
3/10/2017	2017-03-089

Name / Address
Plymouth Township Sue Brams 9955 N. Haggerty Road Plymouth, MI 48170 USA

Ship To
Plymouth Township Sue Brams 9955 N. Haggerty Road Plymouth, MI 48170 USA

P.O. No.	Terms	Due Date	Project
	1% ACH 3days, Net 10 days	3/20/2017	FOB Origin

Description	Qty
Leightronix Ultra NEXUS HD Digital Video Server-PEG 50% deposit due with signed estimate ELAN EQUIPMENT INC dba ELAN ENGINEERING Standard Terms & Conditions This is a Time and Material Estimate ("Estimate"). This Estimate is valid for 30 days in accordance with the terms and conditions herein, including any increases in price due to any unforeseen conditions. This Estimate assumes all work will be performed during normal business hours. This Estimate is subject to change, upon notice, if ELAN encounters any conditions it did not foresee at the time it prepared this Estimate, in which cases this Estimate will increase and the Customer shall be responsible for all increased costs. All equipment/material sales are subject to state and local taxes and shipping and handling charges. In order to be exempt from tax a tax ID number is required at the time the order is placed. Terms of sale: 50% of Estimate as down payment, and signed Estimate with approved credit. All work will be started within 15 working days of receipt of equipment. Progress billing until project complete. All payments are to be received by ELAN within ten (10) days of the date ELAN generates its invoice. Final payment shall due in full immediately upon notice from ELAN that the project is complete. One and one-half percent (1 1/2%) interest per month will be added to unpaid invoices. If payment is not received within fourteen (14) days of the date of any invoice, ELAN's work may be stopped until such time as payment is received with no recrimination against ELAN. Customer shall pay any and all costs incurred as the result of Customer's non-payment. Cancellation: Any order or contract may be cancelled by the Customer only upon payment of reasonable charges based upon expenses already incurred and commitments made by ELAN. These include restocking charges assessed by ELAN or its suppliers, costs to cover equipment, engineering or manufacturing charges and reasonable charges to cover costs of systems engineering and layouts incurred by ELAN. Special order items are not returnable. This ESTIMATE has no provision for shelving or equipment mounts, the installation of metal or rigid conduit or raceway, nor the connection or installation of electrical (110 volt, 220 volt etc.) lines or receptacles unless otherwise	1

Subtotal
Sales Tax (6.0%)
Total

Please return signed Quote and T&C with deposit.

800-334-5287	miker@elanengineering.com
--------------	---------------------------

Signature _____

ELAN Equipment, Inc.

55309 Lyon Industrial Drive
New Hudson, MI 48165

Quote

Date	Quote #
3/10/2017	2017-03-089

Name / Address
Plymouth Township Sue Brams 9955 N. Haggerty Road Plymouth, MI 48170 USA

Ship To
Plymouth Township Sue Brams 9955 N. Haggerty Road Plymouth, MI 48170 USA

P.O. No.	Terms	Due Date	Project
	1% ACH 3days, Net 10 days	3/20/2017	

Description	Qty
<p>specified in the estimate. Customer is to provide all floor ducts, equipment room space and a suitable power outlet within six (6) feet of the power supply. All cable will be installed within existing conduit and/or partition and walls where reasonably possible. Exposed cable will be installed as inconspicuously as possible. No provision for scaffolding, lift, etc. is included in this estimate unless otherwise specified in the estimate. If existing cable is utilized, purchaser acknowledges that ELAN is not responsible for the problems that are inherent in that cable that may affect the system.</p> <p>Purchaser acknowledges there are no warranties (express or implied), representations, promises or verbal statements whatsoever which are binding on ELAN. This document represents the entire written agreement between the parties, supersedes all prior documents, customer terms and conditions, understandings and agreements (written or oral), and any and all alterations or additions to this document must be in writing and signed by both parties.</p> <p>ELAN shall not be responsible for any unforeseen conditions, including but not limited to any delays of installation or shipment of equipment when affected by conditions such as sabotage, strikes, acts of God, inadequate notice or delays caused by others, including but not limited to delayed inspections, owner(s) interference, lack of access or delays in change orders, approvals or progress payments.</p> <p>Customer hereby expressly waives and releases ELAN from any and all consequential damages resulting from or related to this Estimate, it being agreed and understood Customer's sole and exclusive remedy for any default in performance is the re-performance of the work.</p> <p>It is expressly agreed that until the ELAN receives final payment in full, that ELAN retains a security interest in the equipment, fixtures, and labor supplied under this estimate. Any legal or collection fees incurred by ELAN shall be the responsibility of Customer.</p> <p>Signor represents having full authority to enter into this agreement.</p> <p>Please Sign _____ Date _____</p> <p>Print Name _____ Title _____</p>	

Subtotal	\$13,295.00
Sales Tax (6.0%)	\$0.00
Total	\$13,295.00

Please return signed Quote and T&C with deposit.

800-334-5287	miker@elanengineering.com
--------------	---------------------------

Signature _____

CHARTER TOWNSHIP OF PLYMOUTH
RESOLUTION REGARDING
ONLINE PAYMENTS THRU POINT & PAY

The Treasurer's office desires to provide the township residents with more flexible options to make tax payments, water bill payments and miscellaneous building department payments. We desire to enter into an agreement with Point & Pay to offer their payment processing solutions directly to our residents.

Point & Pay

- National payment processing solution company
- Integrated into BS&A software (preferred partner)
- 2000 clients in 48 states

Service Offerings

- Online payments via credit cards or electronic checks
- Integration into Plymouth Township website – icon for "Online Payments"
- Credit card readers for township counter payments
- IVR 800 number for phone payments
- Direct deposits into township accounts

Fees

- 3% credit card convenience fee (to residents)
- \$3 for electronic check
- No charge to Plymouth Township

PowerPoint overview presentation and service agreement attached

POINT & PAY, LLC
E-PAYMENT SERVICES AGREEMENT

Parties:

Point & Pay, LLC ("PNP")
A subsidiary of NAB, doing business in Delaware

[Plymouth Township, MI]("Client")

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this "Agreement"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "Services") and payment modules (each, a "Module") chosen in the attached product application ("Product Application") to enable Client's customers ("Customers") to make payments to Client using a Payment Device. "Payment Device" means the payment type(s) chosen by Client on the Product Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "Services Description").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("Affiliates"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

1.2 Client Representatives

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

1.4 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.5 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "Trademarks") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.6 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2 COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Product Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Product Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Product Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Product Application.

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual property, industrial

and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "Confidential Information" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement, Client will provide PNP with prompt written notice so that PNP may seek a protective order or other

appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5

LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the exclusive provider of fee-based electronic payment services and that Client will not procure similar such services from any other party.

SECTION 8

TERM AND TERMINATION

8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the third (3rd) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of (Michigan) without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application
If to PNP: Point & Pay, LLC
110 State St. E, Suite D
Oldsmar, FL 34677

MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point & Pay, LLC

By: _____

Name: _____

Title: _____

Date: _____

[Plymouth Township, MI]

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- **First Level Support.** PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- **Second Level Support.** PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

About Point&Pay

3% - \$2 MINIMUM

\$3 FOR eCHECK
(UP TO \$10,000)

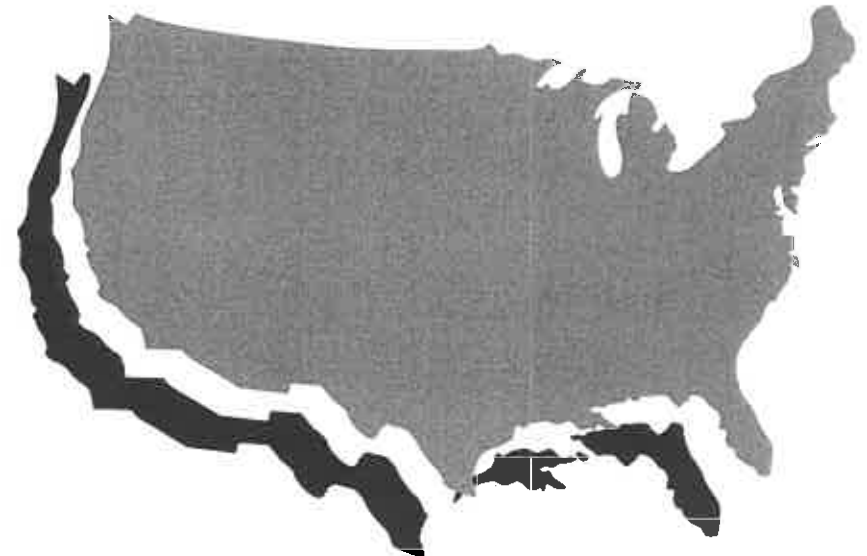


solutions

- Nationwide payment processing solutions since 1999, based in Troy, MI
- More than 2000 clients in 48 states
- Provides proven, fully-integrated Secure Systems with PCI Level 1 certification
- Preferred partner of BS&A software
- Specializing in payment processing for:
 - Government
 - Courts
 - Clerks
 - Law Enforcement
 - Utilities
 - Education
 - Healthcare

→ DON'T WRITE OUT

POp WILL SETUP
- WEB
- COUNTER
- IVR



North American Bancard



solutions

- One of the country's largest merchant services organizations
- Processes more than \$12 billion+ each year on behalf of 100,000+ merchants nationwide
- Through NAB, Point & Pay offers significant benefits to our clients:
 - POS processing and equipment
 - Check verification, imaging and processing
 - Gift card/loyalty services
 - Smartphone, tablet & mobile solutions
 - PCI compliance

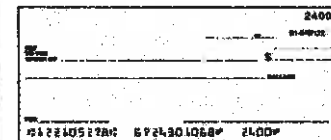


Point & Pay's Unique Features



solutions

- Pick and Choose what your office needs/wants- Web-Phone-Counter-Mobile-Kiosk
- Customized
 - Web pages
 - Messaging on receipts
 - Unique IVR 800 number
- Shopping Cart option
- Real-time access to payments and notification options
- Standard POS, Kiosk, Mobile and more
- Data hosting
- E-billing
- Recurring Billing
- Integration options with many software vendors
- ACH verification
- Exclusions manager
- Consolidated settlement



Online: Payment Page



solutions

PNP will try to use your colors and Custom Banner

City of Trenton
Government | Departments | Community | Information | Event Calendar

2800 Third Street, Trenton, MI 48163

Welcome to the City of Trenton Web Site!

Trenton Quick Links

- [Trenton Budget Guide - 2012-2013](#)
- [City Council Minutes & Agendas](#)

Sign up for our email news

Step 1: Select Payments

Please complete the form below. When finished, click the Continue button and you will be asked to review the information for accuracy before your payment is processed.
Note * indicates a required field

My Bills

Payment Type	Account Number	Amount	Delete Item
Business Personal Property Tax *			X
Parcel Number With No Dashes or Spaces *			
Amount *			

Customer Information

First Name * Last Name *

Address Line 1 * Address Line 2 *

City * State * Zip Code *

Phone Number * Email Address *

Payment Information

Credit Card *OR eCHECK*

You can connect to data at this point or have PNP host data.

PNP will allow you to Customize the Fields for Payment Identification.



Online: Payment Receipt



solutions

← →

<http://www.gamco.com>

Thank you for your payment!
This service has been provided by _____ and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to _____. Thanks for your online payment. For questions regarding your bill or payment please contact support at 1-888-123-4567

Name: Jane Doe
Address: 123 Test Drive, Tampa FL, 33987
Contact: 1234567890
Comments:

Payment ID: 6006382
Date: 10/05/11 11:06 PM
Subtotal: \$150.00
Fee: \$2.50
Total: \$152.50
Method: Credit or Debit Card(*****1111)

You can customize the message on the receipt

Item Purchased	Transaction Description	Account	Amount
		999999999999	\$150.00

Signature: _____ Date: ____/____/____
By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *Halifax Health Pmt*. If you have any questions about the charges please call 1-888-891-6064.

[Print Receipt](#) [Close Window](#)



Online Payment Processes through BS&A



solutions

City of Trenton
2800 Third Street, Trenton, MI 48183

Home | My Account | My Bills | My Payments | My History | My Profile

Step 4: Agree

Terms and Conditions

CONVENIENCE FEE Your agency has partnered with First & Pay LLC a third party service provider (PSP) to provide you with convenient online payment services via credit card debit card or electronic check payments. IN ORDER TO USE THIS SERVICE YOU MUST PAY A NON-REFUNDABLE CONVENIENCE FEE IN ADDITION TO THE AMOUNT(S) OWED TO YOU! PAYEE. Please note that First & Pay (aka your Payee) will appear as the merchant of record next to your payment on your bank or credit card statement. **ACCESSIBILITY**-This service is accessible through the Internet. In order to use this service you will need a personal computer access to the Internet with an Internet service provider and a web browser which supports this service. **ACCURACY OF YOUR INFORMATION AND BILLING**. **COMPLETION OF PAYMENT** - Your information and billing. **Completion of Payment**-You are solely responsible for providing accurate and complete information to use the service and for confirming any amount(s) owed to your Payee. **Completion of your online payment is contingent upon both (1) the authorization of payment by your credit card company (or financial institution) with respect to debit cards and electronic check payments) and (2) acceptance of your payment (and if applicable prior tax return) filing by your Payee. If PSP is unable to process your payment PSP will attempt to notify you at least once using the contact information you have provided. If your payment is not processed or authorized by your credit card company or financial institution (as applicable) or your payment is not accepted by your Payee your payment liability shall remain outstanding and unpaid and you will be responsible for any penalties late fees and interest charges assessed by your Payee. **DISCLAIMER, LIMITATION OF LIABILITY** - YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THIS SERVICE IS PROVIDED AS-IS AND AS AVAILABLE WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. PSP shall not be liable for any direct indirect incidental special punitive or consequential damages that result in any way from your use of or inability to use the service or that result from negligent or willful or malicious omission of this error defects delays in operation or non-operation or any failure of performance. **ACCEPTANCE** - By clicking the **ACCEPT TERMS** button you agree to these terms and to pay the non-refundable convenience fee charged by PSP for the service.**

Subtotal : \$4,383.00
Convenience Fee : \$137.50
Total : \$4,720.50

I would like to go back and review my information again. Please take me back to the previous tab.

I do not agree to this fee. I will exit this payment process now. I understand that my payment has not yet been made.

I have read and accept these terms. Process my Payment.

City of Trenton
2800 Third Street, Trenton, MI 48183

Home | My Account | My Bills | My Payments | My History | My Profile

Step 5: Process

PROCESSING YOUR PAYMENT

Your payment was processed successfully. **DO NOT CLOSE THIS PAGE.** In 2 seconds you will be transferred back to your agency's system where your payment credit will be used to update their records and you will have an option to print a payment receipt. If you are not redirected, please click the button below. If you are redirected:

Thank you for your payment
This service has been provided by City of Dearborn, MI and First & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to City of Dearborn, MI, your payment was processed at Treasury office. The City of Dearborn Thanks You for your payment.

Name: ERIN SMITH
Address: 4227 SCHAEFER, DEARBORN MI, US 48126
Contact: 2036194918
Comments:

Payment ID: 34692
Date: 09/15/10 10:33 PM
Subtotal: \$1451.87
Fees: \$43.58
Total: \$1495.43
Method: Charge[*****1111]

Item Purchased	Transaction Description	Account	Amount
Property Tax - Summer	CityDearbornPropTxPmt	621018414027	\$1,451.87

Signature: _____ Date: ____/____/____
By signing this receipt you agree to the terms and conditions of this service.

You will see two line items on your credit or debit card statement. One line will indicate the amount you paid to the City of Dearborn and will read *City of Dearborn/PropTxPmt*. If you have any questions about either of these charges please call 1-888-891-6064.

[Print Receipt](#) [Close Window](#)

- The information from BS&A is transferred over into our payment screens, once the customer enters in their credit card information they need to accept the convenience fee applied.
- A window opens to avoid multiple transactions.
- Customized receipt issued for them to print or received via email if an email address was provided.



Credit Card Payments in BS&A Cash Receipting



solutions

BS&A Software
BS&A Michigan Corp.



If your municipality accepts payments in BS&A Cash Receipting, you have the option to accept credit card payments in Cash Receipting with out having to log into Point & Pay.

Swipe or Enter Card:	Amount:	\$412.07
4111111111111111	Fee:	\$12.16
Exp. Date (MM/YY): 03/13	Total:	\$424.23
Card Type: Visa		
AVS and CVV Info:		
Street Address:		
Zip Code:	CVV Code:	
Card Signer Information		
First Name: JEFF		
Last Name: BACKUS		
Street Address: 77 Marsh Rd		
City: Hallett		
State: MI	Zip Code: 48840	
OK Cancel		



In-Person through Point & Pay



solutions

Payment Entry Form

Item*	Account	Amount*
Select		
Birth and Death Certificates		
Business Licenses		
Delinquent Personal Property Taxes		
Dog Licenses		
Election Supply		
Fees and Ordinances		
Miscellaneous Receivables		
Other Revenue		
Property Tax - Summer		
Property Tax - Winter		
Registrations and Exams		
Special Assessments		
Trade Licenses		
Water Bills		

Phone Number*

State
Michigan

Zip*

Credit Check here if this is a swipe transaction.

Card Number* Expiration CVN

10 2010

Comments

Required Field

Staff views this screen to begin an over-the-counter transaction

Payment Entry Form

Item*	Account	Amount*
Property Tax - Summer	021010414027	1451.07
Select		
Select		
Select		

First Name* Last Name* Phone Number*

ERIN SMITH

Street Address* City* State Zip*

4227 SCHAEFER DEARBORN Michigan 48126

Enter new payment information

Pay Method

Credit Check here if this is a swipe transaction.

Card Number* Expiration CVN

10 2010

Comments

Required Field

Clear Form



In-Person through Point & Pay



solutions

Thank you for your payment!
This service has been provided by City of Dearborn, MI and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to City of Dearborn, MI, your payment was processed at Treasury office. The City of Dearborn Thanks You for your payment.

Name: ERIN SMITH
Address: 4227 SCHAEFER, DEARBORN MI, US, 48126
Contact: 2036194918
Comments:

Payment ID: 34692
Date: 09/15/10 10:33 PM
Subtotal: \$1451.87
Fee: \$43.56
Total: \$1495.43
Method: Charge(*****1111)

Item Purchased	Transaction Description	Account	Amount
Property Tax - Summer	CtyDearbornPropTxPmt	821018414027	\$1,451.87

Signature: _____ **Date:** ____/____/____
By signing this receipt you agree to the terms and conditions of this service.

You will see two line items on your credit or debit card statement. One line will indicate the amount you paid to the City of Dearborn and will read *CtyDearbornPropTxPmt*. If you have any questions about either of these charges please call 1-888-691-6064.

[Print Receipt](#) [Close Window](#)

Clerk can print a receipt for payer's signature, however Point & Pay does not require a signature.



SIGNATURE
NOT
ROD
||



Real-Time Reporting



solutions

- Access to web-based real-time reports 24/7
- View data onscreen or export to excel
- Customizable by:
 - Date Range
 - Payment type
 - Channel
 - Office
 - Clerk
- Work-log reports track clerk usage

PointaPay Home Reports Orders Editors Admin Logout

Payment Report

Start Date: Mar - 7 - 2012 Start Time: 12 - 00 - AM End Date: Mar - 7 - 2012 End Time: 11 - 59 - PM Partner: AGC Best Club, Inc (TX)

Office: No Filter Max: No Filter Product: No Filter Channel: No Filter Group By: Channel Payment Type: No Filter Payment Method: No Filter

Update Report | Download to Excel | Print Report | Text Size

Channel: AFI

Trans ID	Method	Type	Status	Date	Amount	Account	Merchant	Ref Fee	Net Amt
6010393	Credit or Debit Card - Visa	Purchase	Approved - Comp	03/07/2012 12:32 AM	224897880	Property Taxes	Pete Wicks	\$25.00	\$1,900.00
6010390	Credit or Debit Card - Visa	Purchase	Approved - Comp	03/07/2012 12:33 AM	223456780	Property Taxes	Pete Wicks	\$25.00	\$1,000.00
6010392	Credit or Debit Card - Visa	Purchase	Approved - POS	03/07/2012 08:43 AM	050001	ERP	Tom Hagley	\$72.00	\$2,512.00
6010391	Credit or Debit Card - Visa	Purchase	Approved - POS	03/07/2012 09:05 AM	648910	ERP	Tom Hagley	\$72.00	\$2,512.00

Channel Summary	Processor Settlement				PNP Settlement				Debit				Total			
	Receipt Payment	Customer Paid Fee	Partner Paid Transfer Fee	Receipt Payment	Customer Paid Fee	Partner Paid Transfer Fee	Fee Settled by Processor	Fee Settled by PNP	Fee Total	Count	Receipt Payment	Customer Paid Fee	Partner Paid Transfer Fee			
Credit Card Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$145.00	\$7,678.40	\$0.00	\$0.00	\$0.00	4	\$7,874.00	\$7,824.00	\$50.00	\$45.00	\$7,678.40
eCheck Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Refunds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$145.00	\$7,678.40	\$0.00	\$0.00	\$0.00	4	\$7,874.00	\$7,824.00	\$50.00	\$45.00	\$7,678.40

Report Totals

Statement	Count	Receipt	Payment	Customer Paid Fee
Credit Card Payments	10	\$783.23	\$743.48	\$30.75
eCheck Payments	1	\$3.00	\$1.00	\$2.00
Refunds	0	\$0.00	\$0.00	\$0.00
Total	11	\$786.23	\$744.48	\$32.75

Deposit Summary

Expected Deposit on 03/08/2012

Approved Amount	Debit	Payment Method	Deposit Amount
\$786.23	\$0.00	AT	\$786.23
			Total \$786.23



Over the Phone: IVR Payments



solutions

FREE DUE TO
VOLUME OF AIR TAX
PAYMENTS → OTHERWISE \$50.



- Unique 800 telephone number for constituents to make payments
- Fully-featured IVR system accepting all credit and debit cards
- Option to connect to hosted data
- Presentation of convenience fee prior to payment
- Unique confirmation number generated for all payments
- Option to speak to live operator



Implementation



solutions



- **Week 1: Complete Product Worksheets and Client Application to set up each payment type; order Merchant IDs**
- **Week 2: Receive welcome kit**
- **Week 2-4: Receive card readers**
- **Week 3-4: Receive test links and test credit cards**
- **Week 3-5: Schedule and complete online training**
- **Week 5-7: Go live**
- **Timeline may vary by system customization**



Personalized Support



- Dedicated Account Manager and Project Manager
- Individual training for agency personnel
- Direct support for customers 24 hours a day, 7 days a week
- Personal assistance to resolve customer charge-backs

You have unique needs... Point & Pay has intuitive payment solutions.



Convenience Fee Pricing



solutions

No set up fees

No Maintenance fees

No Support Fees

Online Training included



Card Readers

2 card readers for free per department.

Each additional card reader is \$50.00 each.

Absorbed Pricing Available

Property Tax Convenience fee

Credit/Debit 3% with a \$2.00 minimum

Non Tax flat convenience fee

-options of \$3.00 per \$100 or \$1.50 per \$50.00

-no cap on the amount paid

\$1-\$50	\$1.50
\$51-\$100	\$3.00
\$101-\$200	\$6.00
\$201-\$300	\$9.00
\$301-\$400	\$12.00
\$401-\$500	\$15.00

or

3% with a \$2.00 minimum

E-Checks

\$3.00 up to \$10,000

\$10.00 over \$10,000



Contact Information



solutions

Richard Malone
Sales Executive
248-396-6541 Cell
248-622-4204 Direct Line
rmalone@pointandpay.com Email



CHARTER TOWNSHIP OF PLYMOUTH
RESOLUTION REGARDING
PROPERTY TAX COLLECTION FEE

The treasurer is responsible for negotiating a school summer tax collection fee (Plymouth-Canton Schools & Schoolcraft College). The agreement must be approved by the township board.

The agreement can only be for 1 year.

Recommended Fees:

	# of Parcels	Fee per Parcel	Total
Plymouth-Canton	12,169	\$3.60	\$43,808
Schoolcraft College	12,169	\$1.10	\$13,386
TOTAL	12,169	\$4.70	\$57,194

These fees are consistent with those of Canton and Plymouth.

CHARTER TOWNSHIP OF PLYMOUTH
RESOLUTION REGARDING
INTEREST & PENALTY CHARGES

1% Interest per Month (required)

The township MUST impose a 1% interest charge on summer taxes not deferred for each month or portion of a month that the tax is late (after September 14).

The township MUST impose a 1% interest charge on deferred summer taxes paid after February 14 and before March 1.

These interest charges imposed on the taxes of other levying units MUST be paid to those units (the Township does not keep the interest charge).

3% Penalty (optional)

The township board MAY choose to impose, by resolution, a 3% late penalty charge on taxes paid after February 14 and before March 1.

Impact of 3% Penalty:

	Summer	Winter	Total
Paid 2/15 – 2/28	\$150,106	\$314,188	\$464,294
3% Penalty	\$4,503	\$9,426	\$13,929

CHARTER TOWNSHIP OF PLYMOUTH

RESOLUTION REGARDING

PROPERTY TAX ADMINISTRATION FEE (PTAF)

A township board may impose, by resolution, a Property Tax Administration Fee (PTAF) of up to 1% on all property taxes including the State Education Tax (SET) per MCLs 211.905(b) and 211.44(3).

The PTAF may be imposed on all summer taxes or all winter taxes or on both summer and winter taxes. This would have been the impact of a 1% PTAF for the 2016 tax year.

	Tax Roll	1% Administration Fee
2016 Summer Taxes	\$44,416,000	\$444,160
2016 Winter Taxes	\$18,241,000	\$182,410
TOTAL	\$62,657,000	\$626,570

The PTAF can be used to fund the assessing and tax collection functions.

	2017 Budget
Assessing	\$317,295
Treasurer	\$341,334
TOTAL	\$658,629

The impact per taxpayer is as follows:

	1% Fee	# of Parcels	Avg. Fee per Parcel
Residential	\$430,810	9,979	\$43.17
Business	\$195,760	2,190	\$89.39
TOTAL	\$626,570	12,169	\$51.49

A 1% PTAF is currently charged by Canton and Plymouth. Northville Township and Livonia do not charge an administration fee.