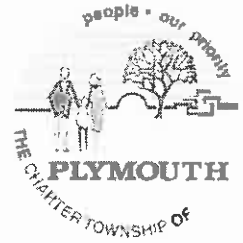


**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES STUDY SESSION**

Tuesday, April 4, 2017
7:00 PM



CALL TO ORDER at _____ P.M.

ROLL CALL: Kurt Heise____, Mark Clinton____, Chuck Curmi ____, Jerry Vorva____
Bob Doroshewitz ____, Jack Dempsey ____, Gary Heitman _____

A. APPROVAL OF AGENDA

Study Session - Tuesday, April 4, 2017

B. PUBLIC COMMENTS AND QUESTIONS

C. STAFFING PROPOSAL BY WAYNE COUNTY APPRAISAL (WCA)

D. DISCUSSION ON HIRING INDUSTRIAL BROKER – Kurt Heise & Gary Roberts

E. DISCUSSION ON MARKETING OF DPW YARD – Kurt Heise & Gary Roberts

F. LANDSCAPING BIDS – Mark Lewis

**G. 2016 HEALTH CARE INTERGOVERNMENTAL AGREEMENT WITH THE
CITY OF PLYMOUTH – Kurt Heise and Kevin Bennett**

H. MEDICAL MARIHUANA – Kurt Heise and Kevin Bennett

I. PURCHASING POLICY AND CREDIT CARD POLICY – Kurt Heise

J. SUPERVISOR AND TRUSTEE COMMENTS

K. PUBLIC COMMENTS AND QUESTIONS

L. 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 ENCOURAGED AND INVITED TO ATTEND ALL BOARD OF
TRUSTEE MEETINGS!**

BOARD OF TRUSTEES STUDY SESSION

APRIL 4, 2017

ITEM C:

**STAFFING PROPOSAL BY WCA
(WAYNE COUNTY ASSESSING)**



PROPOSAL FOR PROFESSIONAL SERVICES

Client: Kurt Heise
Plymouth Township
9955 N. Haggerty Rd.
Plymouth, MI 48170

Date: March 30, 2017

Scope of Work:

WCA Assessing would provide for the full time appraiser position for the remainder of the existing contract.

Assumptions and limiting conditions:

- All work performed under the above scope of work would be completed by employees of WCA Assessing.
- Work performed under the above scope of work would be mutually agreed upon by both parties and defined by the amendment of the existing contract.
- WCA Assessing, while providing services for Plymouth Township would carry comprehensive general liability insurance, workman's compensation insurance, and professional liability and errors and omissions insurance to an agreed upon specification to indemnify Plymouth Township.
- WCA shall acknowledge receipt of and adhere by any ethics, computer usage, or other such policies as required by Plymouth Township.

Fees:

Fees for providing a full time appraiser position for the remainder of the existing contract:

May 2017 - October 2017	\$18,750
November 2017 - October 2018	\$45,000

Payment is invoiced in twelve equal monthly installments.

Upon review, if you would like a proposed contract to review, or have any questions regarding any of the assumptions and limiting conditions, scope of work, or detail of work to be performed, please do not hesitate to contact Doug Shaw or Aaron Powers.

BOARD OF TRUSTEES STUDY SESSION

APRIL 4, 2017

ITEM F:

LANDSCAPING BIDS

Mark Lewis



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: April 4, 2017 Study Session. April 11, 2017 Board of Trustees

ITEM: Landscape Maintenance and Turf Fertilization Services

PRESENTER: Mark Lewis, Building Official

BACKGROUND:

The Township has gone out for bids for landscape maintenance and turf fertilization services. The scope of work has been reduced from previous years for the landscape maintenance portion. This bid was placed in multiple places the Township received four bids:

- | | |
|------------------------------|-------------------------------|
| 1. TruGreen | \$14,207.86 |
| 2. Serene Landscape Group | \$21,965 |
| 3. Wagenschutz Lawn Spraying | \$12,220 (Fertilization only) |
| 4. My Fertilizing Company | \$32,291.51 |

ACTION REQUESTED: Approve

RECOMMENDATION: Approve the recommendation as submitted.

PROPOSED ACTION: I move to approve the bid from TruGreen for the amount of \$14,207.86 authorizing the Township Supervisor and Clerk to sign the Agreement between the Charter Township of Plymouth and TruGreen.

Moved by: _____ Seconded by: _____

ROLL CALL:

CC _____, RD _____, GH _____, JV _____, KH _____, MC _____, JD _____

~ Charter Township of Plymouth ~

PROJECT NAME: Landscape Maintenance and Turf Fertilization Services

BID DUE DATE: 3/24/2017

TIME: 2:30pm

CONTRACTOR NAME & ADDRESS	ADDENDUM (IF APPLICABLE)	BID BOND/ CASHIER'S CHECK	BID AMOUNT
Serene Landscape Group		✓ Insurance Cert	\$21,965 ⁰⁰
Wagenschutz Lawn Spraying		✓ No Ins. Cert	\$12,220 ⁰⁰ Fert Only
Trugreen 48932 Wixom Tech Dr. Wixom, MI 48393		✓ Insurance Cert	\$14,207 ⁸⁶
My Fertilizing Company P.O. Box 51460 Livonia, MI 48151		✓ Insurance Cert	\$32,291 ⁵¹
Ryan Shiplett Jason Zarate	in attendance		



2017

**48932 Wixom Tech Drive
Wixom, MI 48393
248-974-0369
FAX: (248) 960-1468**

MULTIPLE PROPERTY AGREEMENT

We appreciate this opportunity to offer you TruGreen®ChemLawn
Multiple Property Services. We have listed below a summary
description of the services we intend to provide to the portfolio.

COMPANY NAME: **Charter Township of Plymouth**
COMPANY ADDRESS: **9955 N Haggerty Rd**
CITY / ST / ZIP: **Plymouth / MI / 48170**
PHONE #: _____
FAX #: _____
Email: _____
ATTN: **Mark Lewis**

Property: **Charter Township of Plymouth**

Address: **Various Locations**

2017 SERVICES

CUST #	PROPERTY	ROUND 1	ROUND 2	ROUND 4	ROUND 8		TOTAL
	BRENTWOOD PARK - 41855 BRENTWOOD	149.75	149.75	149.75			449.25
	DPW BUILDING - 46555 PORT	64.30	64.30	64.30	64.30		257.20
	FIRE STATION #2 - 41212 WILCOX RD	164.35	164.35	164.35	164.35		657.40
	FIRE STATION #3 - 13600 BECK RD	99.25	99.25	99.25	99.25		397.00
	FRIENDSHIP STATION - 42375 SCHOOLCRAFT RD	55.00	55.00	55.00	55.00		220.00
	LAKE POINTE SOCCER PARK - 14435 N HAGGERTY	495.00	495.00	495.00	495.00		1980.00
	MILLER FAMILY PARK - 40198 ANN ARBOR TRAIL	289.95	289.95	289.95	289.95		1159.8
	PLYMOUTH POINTE PARK - 47615 W ANN ARBOR TRL	114.00	114.00	114.00	114.00		456.00
	TOWNSHIP HALL AND FIRE STATION - 9955 HAGGERTY	293.49	293.49	293.49	293.49		1173.96
	PLYMOUTH TOWNSHIP PARK - 46640 ANN ARBOR TRL	1391.75	1391.75	1391.75			4175.25
							0.00
	PRUNING DECIDUOUS TREES TWICE					800.00	800.00
	LANDSCAPE ENHANCEMENTS					325.00	325.00
	SPRING CLEAN UP					250.00	250.00
	LEAF REMOVAL					400.00	400.00
	GARDENING AND WEEDING					860.00	860.00
	GRANULAR PRE-EMERGENT WEED CONTROL					317.00	317.00
	SHRUB PRUNING					330.00	330.00

TOTALS:

(x) 2017

Total Annual Cost: \$ 14,207.86

5% Pre-Pay Discount

Total: \$

Additional Agreements: _____
Contract Terms: _____

Accepted By: _____

Firm: _____

By: Juslin Goyt Date: 3/23/17

Title: Business Development Rep Detroit

Phone #: 248-974-0369 Fax#:

Leaf Removal

Regular service throughout the fall season to remove and dispose of leaves, sticks and other debris on turf. Leaves and debris in landscape beds to be removed during final visit of the season. Includes off site removal of debris and composting. Annual, perennial, shrub, and weed maintenance is not included in this service.

Service Areas/ Address:

Brentwood Park

41855 Brentwood Dr.

- Turf Fertilization Round 1, 2, 4.

$$\$149.75 \text{ per} \times 3 = \$449.25$$

DPW Building

46555 Port

- Turf Fertilization Round 1,2,4,6.

$$\$64.30 \text{ per} \times 4 = \$257.20$$

Fire Station #2

41212 Wilcox Rd

- Turf Fertilization Round 1,2,4,6.

$$\$164.35 \text{ per} \times 4 = \$657.40$$

Fire Station #3

13600 Beck Rd

- Turf Fertilization Round 1,2,4,6.

$$\$99.25 \text{ per} \times 4 = \$397.00$$

Friendship Station

42375 Schoolcraft Rd.

- Turf Fertilization Round 1,2,4,6.

$$\$55.00 \text{ per} \times 4 = \$220.00$$

Lake Pointe Soccer Park

14435 N. Haggerty Rd.

- Turf Fertilization Round 1,2,4,6

$$\$495.00 \text{ per} \times 4 = \$1,980$$

Miller Family Park

40198 Ann Arbor Trail

- Turf Fertilization Round 1,2,4,6.

$$\$289.95 \text{ per} \times 4 = \$1,159.80$$

Plymouth pointe Park

47615 W. Ann Arbor Trail

- Turf Fertilization Round 1,2,4,6.

$$\$114.00 \text{ per} \times 4 = \$456.00$$

- Plymouth Township Hall and Fire Station #1 $\$293.49 \times 4 = \$1,173.96$
- 9955 Haggerty Rd.
- Turf Fertilization Round 1,2,4,6.

- Plymouth Township Park
- 46640 Ann Arbor Trail
- Turf Fertilization Round 1, 2, 4.

$$\$1,391.75 \text{ per} \times 3 = \$4,175.25$$

TOTAL FERTILIZATION COST = \$10,925.86

- Plymouth Township Hal and Fire Station #1
- 9955 N. Haggerty Rd.
- Pruning Deciduous Trees twice.

$$\$400 \text{ per} \times 2 = \$800$$

- Pruning and or shaping of deciduous trees under 15' height. Includes off site removal of debris and composting.

- Landscape Enhancements:

$$\$325^{\text{w}}$$

- Cut back vegetation around the detention pond and haul away debris. (summer and fall)
- Cut back and spray the fire station beds (weeds/grass in the beds)

- Landscape Maintenance:

$$\$250^{\text{w}}$$

- Spring Cleanup: Removal and disposal of leaf debris, sticks and other debris from lawn and landscape bed areas. Includes off site removal of debris and composting.

$$\$100 \text{ per} \times 4 = \$400$$

- Leaf removal: Regular service throughout the fall season to remove and dispose of leaves, sticks and other debris on turf. Leaves and debris in landscape beds to be removed during final visit of the season. Includes off site removal of debris and composting.

$$\$215 \text{ per} \times 4 = \$860$$

- Gardening and weeding: Visits to address weed concerns by chemical and/or manual removal in landscape beds and includes general perennial maintenance and cleanup of landscape beds. Includes offsite disposal of debris and composting.

$$\$325^{\text{w}}$$

- Granular Pre-Emergent weed control for landscape beds: Granular pre-emergent weed control for landscape beds to be laid before mulch installation to discourage weed growth in the landscape beds..

$$\$360$$

- Bed Edging: An edge will be mechanically cut and cleaned around all mulch beds. Tree rings will be edged where able (trees with surface roots will not be edged).

$$\$330$$

- Shrub Pruning: Trim and shape shrubs (a maximum of only the new season's growth will be removed). Shrubs and hedges to be trimmed and pruned according to industry standards. Debris will be cleaned up and removed from the area.

$$\$400 \text{ per}$$

- Pruning deciduous trees less than 15': Pruning and/or shaping of deciduous trees under 15' height. Includes off site removal of debris and composting.

XIV. BID SHIPPING LABEL Please cut below dotted line and affix to mailing
envelope or package

From: <i>Justin Goyt</i>	Bid Documents Enclosed
Company <i>Trugreen</i>	
Name: Contact <i>Justin Goyt</i>	
Person: Phone <i>248 924-0369</i>	<i>justingoyt@trugreenma.com</i>
Solicitation Title:	Landscape maintenance and turf fertilization services.
Solicitation Number:	ITB-PT17-001
Due Date:	March 9, 2017
Time:	2:30 p.m.

Deliver To:
Township of Plymouth
Township Office of the
Township Clerk
Attn: Jerry Vorva, Township
Clerk 9955 Haggerty RD
Plymouth Township, MI 48170

VIII. BID FORM

The undersigned hereby declares that they have carefully examined the instructions specifications, visited the sites of work, fully informed themselves as to all conditions and matters which would in any way affect the work or the cost thereof, and will furnish all labor, materials, and equipment to perform all work and Maintenance for the prices set forth in this bid. Bids not conforming to these specifications will be rejected and it will be the responsibility of the bidder to conform to these requirements unless deviations have been cited in the bid and our acceptance made on that basis.

The undersigned bidder further agrees and understands that the Township of Plymouth is reserving the right to delete any or all sites, reject any and all bids and the right to waive irregularities in the bidding if it determines such action to be in the best interest of the Township to do so. All quantities are estimated and may vary substantially during the course of the Contract. The estimated quantities are used for assisting in the determination of the lowest responsible bidder.

It is understood and agreed that all bids shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for award of the bid. Prices bid are to be firm through the term of the Contract.

Please carry forward the totals from Sections A, B, C from the attached Bid Forms

VIII. BID FORM (CONTINUED)

I hereby state that I have read, understand and agree to be bound by all the terms of this bid document.

The undersigned certifies that he has downloaded all documents/addendums associated with this bid from the MITN website.

Company Trugreen

Address 48932 Wixom Tech Drive.

Township/State/Zip Wixom, MI 48393

Representative/Title Justin Goyt / Account Manager

Telephone/Fax 248-974-0369 / 248-960-1468

Terms Net 30 Days.

E-Mail Address/Website justingoyt@trugreenmail.com

Signature/Date [Signature] 3-23-2017

SECTION A: MOWING AND MAINTENANCE



Live life outside.

EXCEPTIONS TO BID

Charter Township of Plymouth, MI

Landscape Maintenance and Turf Fertilization Services – 2017 Season

TruGreen's bid is expressly contingent upon acceptance by Charter Township of Plymouth. MI acceptance of the following "Exception" to the "Hold Harmless and Indemnity" provision as outlined Specifications document:

TruGreen proposes to modify the Hold Harmless and Indemnity provision and replacement with language similar to the following to accommodate this exception:

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold the Township of Plymouth (Township), its elected and appointed officials, employees, volunteers, and others working on behalf of the Township, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness, disease, and/or death resulting at any time therefrom, which may be sustained or claimed by any person or persons, or the damage or destruction of property, including the loss of use thereof, to the extent based on any act or omission, negligent or otherwise, of Contractor or anyone acting on its behalf in connection with or incident to this Contract or the work to be performed hereunder, except that the Contractor shall not be responsible to the Township on indemnity for damages to the extent caused by or resulting from the Township's negligence; and the Contractor shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder, and the Contractor shall pay any and all judgements which may be recovered in any such suit, action, or proceeding, and any and all expense, including, but not limited to, costs, reasonable attorneys' fees and settlement which may be incurred therein.

TRUGREEN LIMITED PARTNERSHIP

BY: 

TITLE: 

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2	1 Name (as shown on your income tax return). Name is required on this line. do not leave this line blank. TruGreen Limited Partnership	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification, check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC, check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3) Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 1790 Kirby Pkwy	Requester's name and address (optional)
	6 City, state, and ZIP code Memphis, TN 38138	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.


Social security number
or
Employer identification number
36-3734669

Part II Certification

Under penalties of perjury, I certify that:

- 1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2 I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3 I am a U.S. citizen or other U.S. person (defined below); and
- 4 The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ 01/09/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2016

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

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

PRODUCER Arthur J Gallagher Risk Management Services, Inc 5500 Maryland Way, Suite 330 Brentwood TN 37027		CONTACT NAME: JoAnn Warpool PHONE (A/C No, Ext): 615-377-5153 E-MAIL ADDRESS: JoAnn_Warpool@ajg.com FAX (A/C No): 615-263-5853															
INSURED TruGreen Limited Partnership 1790 Kirby Parkway Forum II Tower Memphis TN 38183		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Insurance Company of State of PA</td><td>19429</td></tr><tr><td>INSURER B: Commerce and Industry Insurance Com</td><td>19410</td></tr><tr><td>INSURER C: National Union Fire Insurance Compa</td><td>19445</td></tr><tr><td>INSURER D: New Hampshire Insurance Company</td><td>23841</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Insurance Company of State of PA	19429	INSURER B: Commerce and Industry Insurance Com	19410	INSURER C: National Union Fire Insurance Compa	19445	INSURER D: New Hampshire Insurance Company	23841	INSURER E:		INSURER F:	
INSURER	NAIC #																
INSURER A: Insurance Company of State of PA	19429																
INSURER B: Commerce and Industry Insurance Com	19410																
INSURER C: National Union Fire Insurance Compa	19445																
INSURER D: New Hampshire Insurance Company	23841																
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 1195132927

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pest/Herb Appl GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER			GL3629891	1/1/2017	1/1/2018	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$20,000,000 PRODUCTS - COMP/OP AGG \$In \$20,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA1921813(AOS) CA1921814(VA) CA1921815(MA)	1/1/2017 1/1/2017 1/1/2017	1/1/2018 1/1/2018 1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC014649600(AOS) WC014649605(MA)	1/1/2017 1/1/2017	1/1/2018 1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See remarks page for additional workers compensation policies
General Liability Coverage has Pesticide or Herbicide Applicator Endorsement
RE TruGreen, L.P. offices located at the Forum II at 1790 Kirby Parkway Memphis, TN 38183

CERTIFICATE HOLDER

CANCELLATION

TruGreen, LP
1790 Kirby Pkwy
Forum II
Memphis TN 38183

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Arthur J. Gallagher & co.	NAMED INSURED TruGreen Limited Partnership
POLICY NUMBER see certificate	
EFFECTIVE DATE see certificate	EFFECTIVE DATE: 01/01/2017

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INCH CTR	TITLE OF INSURANCE	ADDI TIONAL	SUBP WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
D	WORKERS COMPENSATION	N/A		WC068022460 IL, KY, NC, NH, UT, VT SIR applies per policy ter	01/01/2017 ms & conditions	01/01/2018	
D	WORKERS COMPENSATION	N/A		WC014649604 GA, VA SIR applies per policy ter	01/01/2017 ms & conditions	01/01/2018	
D	WORKERS COMPENSATION	N/A		WC014649607 NJ, PA SIR applies per policy ter	01/01/2017 ms & conditions	01/01/2018	
D	WORKERS COMPENSATION	N/A		WC014649602 CA SIR applies per policy ter	01/01/2017 ms & conditions	01/01/2018	
D	WORKERS COMPENSATION	N/A		WC014649603 FL SIR applies per policy ter	01/01/2017 ms & conditions	01/01/2018	
D	WORKERS COMPENSATION	N/A		WC014649608 ND, OH, WA, WI, WY SIR applies per policy ter	01/01/2017 ms & conditions	01/01/2018	
D	WORKERS COMPENSATION	N/A		WC014649606 ME SIR applies per policy ter	01/01/2017 ms & conditions	01/01/2018	



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Arthur J. Gallagher & co.		NAMED INSURED TruGreen Limited Partnership	
POLICY NUMBER see certificate			
CARRIER see certificate	NAIC CODE	EFFECTIVE DATE 01/01/2017	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles

Additional Information

*The Named Insured includes (but is not limited to):

TruGreen Holding corporation FEIN #46-4321581

TruGreen, Inc. FEIN #36-3734601

TruGreen companies LLC FEIN #36-4313320

TruGreen Limited Partnership FEIN #36-3734669

TruGreen Home Landscape services, L.L.C. FEIN #20-5520972

Lake county Partnership FEIN # 36-3453078

TruGreen Limited Partnership dba Barefoot Grass FEIN # 36-3734669

TruGreen Limited Partnership dba EPM Lawncare FEIN #36-3734669

EG Systems, LLC

d/b/a Scotts Lawn Service

d/b/a Action Pest Control

d/b/a Ortho Pest Control

1. XL HOLD HARMLESS AND INDEMNITY

To the fullest extent permitted by law, the contractor expressly agrees to indemnify and hold the Township of Plymouth (Township), its elected and appointed officials, employees and volunteer and others working on behalf of the Township, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of contractor or anyone acting in its behalf in connection with or incident to this contract or the work to be performed hereunder, except that the contractor shall not be responsible to the Township on indemnity for damages caused by or resulting from the Township's sole negligence; and the Contractor shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder, and the Contractor shall pay any and all judgments which may be recovered in any such suit, action or proceeding, and any and all expense, including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred therein.

PLEASE PRINT:

Company Name Trugreen

Authorized Representative

Signature/Date  3.22.2017

XII. NON-IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan law before accepting any bid or proposal or entering into any contract for goods and services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business".

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran Linked Business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the Township in this regard."

PLEASE PRINT:

Company Name Tungreen

Authorized Representative

Signature/Date John 3-22-17

This form must be completed and returned with your bid.

XIII. REFERENCES

List at least three references with whom you have had similar contracts during the past three years. Include letters of reference when available.

1. Company or Township City of Plymouth
Contact Name Adam Gerlach
Telephone Number 734-453-1234 ext. 231
E-mail agerlach@ci.plymouth.mi.us

2. Company or Township Plymouth Parks and Recreation
Contact Name Steve Anderson
Telephone Number (734) 455-6620 ext. 302
E-mail Sanderson@ci.plymouth.mi.us

3. Company or Township City of Wixom
Contact Name Jim Byrd

Telephone Number (248) 521-7637
E-mail jbyrd@wixomgov.org

This form must be completed and returned with your bid.

BOARD OF TRUSTEES STUDY SESSION

APRIL 4, 2017

ITEM G:

**2016 HEALTH CARE INTERGOVERNMENTAL
AGREEMENT (IGA) WITH THE CITY OF
PLYMOUTH**

Kurt Heise and Kevin Bennett

**AGREEMENT REGARDING AMENDED INTERGOVERNMENTAL FIRE
SERVICES AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF
PLYMOUTH AND THE CITY OF PLYMOUTH REGARDING POST-TERMINATION
FIRE FIGHTER HEALTH CARE COSTS AFTER DECEMBER 31, 2015**

THIS AGREEMENT REGARDING AMENDED INTERGOVERNMENTAL FIRE SERVICES AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF PLYMOUTH AND THE CITY OF PLYMOUTH REGARDING POST-TERMINATION HEALTH CARE COSTS AFTER DECEMBER 31, 2015 ("Agreement") is made on _____, 2017, ("Effective Date"), by and between THE CHARTER TOWNSHIP OF PLYMOUTH ("Township"), a municipal corporation located in Wayne County, Michigan, and THE CITY OF PLYMOUTH ("City"), a municipal corporation located in Wayne County, Michigan (Township and City are collectively "Parties").

WHEREAS, on November 22, 1994, Township and City executed the Intergovernmental Fire Services Agreement Between The Charter Township of Plymouth and The City of Plymouth ("IGA");

WHEREAS, the IGA consolidated the Parties' fire services into a joint fire service, the Plymouth Community Fire Department ("Joint Fire Department");

WHEREAS, on September 14, 1999, Township and City executed the 1st Modified Intergovernmental Fire Service Agreement Between The Charter Township of Plymouth and The City of Plymouth ("Amended IGA");

WHEREAS, the Amended IGA, *inter alia*, added § 11(e) "Post Termination Health Care/Retirement Benefit Costs," which, in part, provided that the Parties, after termination of the Amended IGA, would continue to split any post termination health care costs and medical benefit costs attributable to service by employees performed under the Amended IGA which the Parties both refer to as "health care costs." "Health care costs" include health and medical benefits and costs such as, by way of example, medical, vision, prescription, and dental benefit premiums and costs, as well as co-pays as authorized by Township contracts or agreements with the individuals covered by this Agreement.

WHEREAS, on October 6, 2010, City gave formal notice to Township that City wished to terminate its participation in the Amended IGA, effective December 31, 2011;

WHEREAS, the Amended IGA ended on December 31, 2011, pursuant to City's October 6, 2010, formal notice;

WHEREAS, after City terminated its participation in the Amended IGA, certain unresolved issues related to City's termination of its participation in the Amended IGA arose, including firefighter health care costs, which is the sole subject of this Agreement;

WHEREAS, the Parties wish to resolve the firefighter health care cost issue at this time, while continuing to negotiate resolutions on other Amended IGA issues.

TERMS AND CONDITIONS

ACCORDINGLY, in consideration for the promises and obligations assumed in this Agreement, the receipt and adequacy of which Township and City acknowledge, the Parties agree as follow:

1. **Recitals.** The Parties incorporate the above recitals by reference.

2. **Lump Sum Payment To Township.** In consideration of this Agreement's terms, covenants, and conditions, City agreed to pay Township and did pay the sum of THREE HUNDRED THIRTY THOUSAND FIVE HUNDRED FIFTY EIGHT AND 22/100 U.S. DOLLARS (\$330, 558.22) to The Charter Township of Plymouth, for health care costs paid by Township on behalf of City before December 31, 2015. City is no longer responsible nor liable for any health care costs pursuant to the Amended IGA mentioned above up to and through December 31, 2015. This payment constituted full and final payment of any money owed by City to Township for health care costs related in any way to the IGA or Amended IGA up to and through December 31, 2015. Township represents and agrees that it will not seek nor request any additional payment or money from City for any health care costs related to the IGA or Amended IGA prior to January 1, 2016.

3. **City's Payments Toward Health Care Costs After December 31, 2015.**

a. *Agreement To Pay According To Formula.* The Parties acknowledge that health care costs have continued and will continue to accrue after December 31, 2015, for the retired firefighters identified in Exhibit 1 ("Retired Firefighters"), which is incorporated into this Agreement and made part of this Agreement.

City agrees that it shall pay the percentage of health care costs for currently retired firefighters as set forth in Exhibit 1, pursuant to the following formula for all costs incurred by Plymouth Township after December 31, 2015, as follows:

$$\begin{aligned} &[(\text{Joint Fire Dept. Service Months} / \text{Total Service Months}) \times 0.25] \\ &+ (\text{City Fire Dept. Months} / \text{Total Service Months}) \end{aligned}$$

For example, as of the Effective Date, Firefighter James Harr is retired. At retirement, Fire Fighter Harr had a total of 342 months of service, which included 155 months of service with the Joint Department Fire Department (45.32% of his total service months) and 187 months exclusively with the Plymouth Township Fire Department (55.68% of his total service months). If, for purpose of this illustration, Mr. Harr's health care costs in retirement are \$100 per month, then Township will be 100% responsible for 54.68% of the health care costs, which represents Mr. Harr's service exclusively with the Plymouth Township Fire Department, and City and Township are jointly responsible for the remaining 45.32% of the costs, which represents Mr. Harr's service with the Joint Fire Department. Of that 45.32% of the total health care costs,

which is attributable to Mr. Harr's service with the Joint Fire Department, City shall be responsible for 25% of that 45.32% portion or \$11.33. Township shall be responsible for the remaining 75% of that 45.32% portion attributed to service with the Joint Fire Department or \$33.99. Based on the contractual formula stated above and using this \$100 per month hypothetical-cost example, City shall pay Township \$11.33 and the Township shall be responsible for the remaining \$88.67 of retiree Harr's health care costs

- b. Township and City stipulate and agree to the Joint Fire Dept. Service Months, Total Service Months, Twp. Fire Dept. Months, City Fire Dept. Months, and health care cost percentages contained in Exhibit 1.
- c. *Future Firefighter Retirees.* The Parties acknowledge that health care costs will continue to accrue after December 31, 2015, for the non-retired firefighters identified in Exhibit 2 ("Future Firefighter Retirees"), which is incorporated into this Agreement and made part of this Agreement. No additional individuals shall be added to this agreement other than those set forth in Exhibit 2.

City agrees that it shall pay the percentage of each Future Retiree Firefighter's health care costs pursuant to the following formula:

$$[(\text{Joint Fire Dept. Service Months} / \text{Total Service Months}) \times 0.25] + (\text{City Fire Dept. Months} / \text{Total Service Months})$$

For example, as of the Effective Date, Firefighter P. Bukis is not yet retired. Bukis was hired into the Joint Fire Department on October 24, 2001, and was reassigned to the Township Fire Department as a result of the City's October 6, 2010, Termination Notice. As a result, Mr. Bukis' service time with the Joint Fire Department is capped at 108 months. If, for illustrative purposes, Bukis retires after twenty-five years of service on October 24, 2026, from the Township Fire Department, Bukis will have 178 "Twp. Fire Dept. Months" (59.33% of his total service time), 0 "City Fire Dept. Months", and 108 "Joint Fire Dept. Service Months" (40.66% of his total service time). If, for purpose of this illustration, Bukis' monthly health care costs after his retirement are \$100 per month, then Township will be 100% responsible for 59.33% of the costs attributable to Bukis' service with the Plymouth Township Fire Department and City and Township are jointly responsible for the remaining 40.66% of the costs attributable to Bukis' service with the Joint Fire Department. Of this 40.66% portion of health care costs attributable to service with the Joint Fire Department, City shall be responsible for 25% of this portion, or \$10.17. Township shall be responsible for the remaining 75% of this portion, or \$30.49. Based on the contractual formula stated above, and using this \$100 per month

hypothetical cost example, the City shall pay Township 10.17% of Bukis' monthly health care costs, i.e., \$10.17, and Township will pay 89.83%, i.e., \$89.83 of the monthly health care costs.

As a second example, and using the same hypothetical \$100 monthly health care costs, if Firefighter P. Bukis were to retire after 30 years of service on October 24, 2031, from the Plymouth Township Fire Department, Bukis will have 238 "Twp. Fire Dept. Months" (66.11% of his total service time"), 0 "City Fire Dept. Months", and 108 "Joint Fire Dept. Service Months" (33.88% of his total service time"). Of this 33.88% portion of health care costs attributable to service with the Joint Fire Department, City shall be responsible for 25% of this portion, or \$8.47. Township shall be responsible for the remaining 75% of this portion, or \$25.41. Township is 100% responsible for 66.11% of the health care costs attributable to Mr. Bukis' service with the Plymouth Township Fire Department. Based on the contractual formula stated above, and using this \$100 per month hypothetical cost example, the City shall pay Township 8.47% of Bukis' monthly health care costs, i.e., \$8.47, and Township will pay 91.53% of Bukis' monthly health care costs, i.e., \$91.53.

- d. Township and City stipulate that none of the Future Retiree Firefighters ever worked solely for the City before December 31, 2011, and stipulate and agree to the dates of hire and Joint Fire Dept. Service Months contained in Exhibit 2.
- e. *Payment.* After December 31, 2015, every quarter Township shall present to City a notice of incurred health care costs pertaining to the health care costs identified in Paragraph 3 of this Agreement for any health care costs the Township actually paid minus any set-offs such as co-pays, rebates, or other reimbursements to Township from any source, whether an individual or entity. Township may, at its option, send the notice of incurred costs incurred by USPS first class mail or electronic mail to the City's Manager, Paul Sincock or his successor, at 201 S. Main, Plymouth, Michigan 48170, psincock@ci.plymouth.mi.us.
- f. Within thirty (30) days of the City's receipt of Township's notice of incurred costs, City shall pay the amount contained in the notice of incurred costs to the Township.
- g. If there is any dispute as to any incurred costs claimed by Township, then the City shall provide written notice of the specific dispute or disputes, including a description of the disputed cost and name of the affected retiree within (30) days of the City's receipt of Township's notice of incurred costs. The Parties shall meet and cooperate with one another to resolve any disputed cost(s) within the following forty-five (45) days. If the Parties are unable to resolve the

specific dispute or disputes within the following forty-five (45) days, the Parties may pursue any other remedy available to the Parties. Any undisputed costs which are not the subject of the written notice shall be paid within the thirty-day (30) period described above in paragraph 3(f).

- h. City shall have a right to audit Township's notice of incurred costs within three months of City's receipt and with thirty days' notice to Township. After Township receives notice of City's request to audit the notice of incurred costs pursuant to this Paragraph, Township shall provide to City all documents supporting the claimed incurred costs, provided that City shall bear the full costs of the audit.

4. **Authority to Bind Township** Supervisor, Kurt L. Heise, as signatory for Township, represents and warrants that he has the authority to bind Township to this Agreement, and that he has obtained all necessary approvals from any other governing body, board, entity, or individual necessary to unconditionally bind Township to this Agreement. City Mayor, Daniel A. Dwyer, as signatory for City, represents and warrants that he has the authority to bind City to this Agreement, and that he has obtained all necessary approvals from any other governing body, board, entity, or individual necessary to unconditionally bind City to this Agreement.

5. **Agreement Not Assignable** The Parties agree that they cannot assign this Agreement. However, nothing in this Paragraph or Agreement shall limit this Agreement from binding the Parties' respective successors.

6. **Parties' Successors** The Parties agree and understand that this Agreement shall be binding upon and inure to the benefit of their successors, and any successor of either Party shall be deemed substituted for the respective Party under the terms of this Agreement for all purposes.

7. **Effect of Waiving Breach** Waiver of any breach of any term or provision of this Agreement shall not be construed to be, nor shall be, a waiver of any other breach of any other term or provision of this Agreement.

8. **Entire Agreement** The Parties may have other agreements, now or later, that involve Amended IGA matters other than firefighter health care costs. However, the amount paid by City to Township, as set forth in Paragraph 2 above, shall constitute full and final payment of any amount of money that Township claims City owes to Township for any firefighter health care costs through, and including, December 31, 2015. This Agreement constitutes the entire agreement between the parties with respect to health care costs for the Retired Firefighters and for Future Retiree Firefighters, and supersedes all other agreements, whether written or oral, respecting firefighter health care costs. No other agreement, statement or promise made by either party with respect to firefighter health care costs shall be binding or valid unless amended in writing and signed by the Parties. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same contract.

9. **No Third Party Beneficiaries** This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns, and nothing in this Agreement, express

or implied, is intended to or shall confer on any person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

10. **Severability.** Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law, but it is the specific intent of the Parties that to the extent any provision is invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of each Party's respective successors.

12. **Amendments.** This Agreement shall not be modified by either Party by oral representations made before or after the execution of this Agreement, and all amendments to this Agreement must be in writing and signed by the Parties.

13. **Governing Law. Jurisdiction. and Venue.** The Parties agree that Michigan law governs interpretation and enforcement of this Agreement. In an action to enforce this Agreement, the Parties consent to the sole and exclusive jurisdiction and venue of the Wayne County Circuit Court for the State of Michigan and any applicable appellate courts.

ACCORDINGLY, the Parties' duly authorized representatives have signed this Agreement as of the Effective Date.

(Remainder of this page intentionally left blank. Signature pages follow.)

AGREED AND APPROVED:
THE CITY OF PLYMOUTH

DAN A. DWYER,
as Mayor of The City of Plymouth

Dated: _____

STATE OF MICHIGAN)
COUNTY OF _____)

I hereby certify that on _____, 2017, the foregoing Settlement Agreement was produced to me in the above County, and acknowledged before me by Daniel A. Dwyer, Mayor of the City of Plymouth, and acknowledged to be the act and deed of the City of Plymouth.

Subscribed and sworn to before me
this day of _____, 2017.

By: _____, Notary Public
_____ County, State of Michigan
My Commission Expires: _____

AGREED AND APPROVED;

**THE CHARTER TOWNSHIP
OF PLYMOUTH**

KURT L. HEISE

*as Supervisor of the Charter Township
of Plymouth*

Dated: _____

STATE OF MICHIGAN)

COUNTY OF _____)

I hereby certify that on _____, 2017, the foregoing Settlement Agreement was produced to me in the above County, and acknowledged before me by Kurt L. Heise, Supervisor of the Charter Township of Plymouth and acknowledged to be the act and deed of The Charter Township of Plymouth.

Subscribed and sworn to before me
this day of _____, 2017.

By: _____, Notary Public
_____ County, State of Michigan
My Commission Expires: _____

Open.09992.80534.18142544-1

EXHIBIT 1

CURRENT RETIREES						
						<i>Joint/Total</i>
Last Name	First Name	City/ Twp Hire	Hire Date	Total Months	Joint Months	% of Shared Costs
Belsky	Donald	City	6/14/1969	319	11	0.034
Eldridge	Doug	City	6/1/1977	336	124	0.369
Groth	Larry	Twp	12/1/1968	405	104	0.257
Haar	James	Twp	7/1/1979	342	155	0.453
Hahn	Donald	Twp	2/2/1979	323	131	0.406
Honke	Fred	Twp	5/15/1960	428	11	0.026
Jury	James	Twp	8/1/1987	301	203	0.674
King	Martin	Twp	1/14/1981	347	178	0.513
Matthews	Alan	City	7/22/1967	393	63	0.160
Maycock	Randolph	Twp	2/1/1972	437	160	0.366
McDurmon	Donald	Twp	2/1/1979	332	140	0.422
Rainey	Paul	Twp	1/9/1980	335	154	0.460
Russo	Charles	Twp	8/5/1987	300	203	0.677
Valensky	James	City	3/20/1980	328	150	0.457
VanVleck	Charles	Twp	8/25/1971	384	103	0.268
Warren	William	City	3/17/1980	305	127	0.416
Wendel	Mark	Twp	7/9/1979	426	203	0.477
Westfall	Gregory	Twp	11/1/1976	344	125	0.363

city pays

****Names and Calculations are subject to change pending verification.**

EXHIBIT 1

Firefighter	Total Service Months	Joint Fire Dept. Service Months	City Fire Dept. Service Months	Twp. Fire Dept. Service Months	% of OPEB Costs City Pays Due to Service Months with Joint Fire Dept.	% of OPEB Costs City Pays Due To Service Months With City Fire Dept.	% of OPEB Costs Twp. Pays Due to Service Months with Joint Fire Dept.	% of OPEB Costs Twp. Pays Due To Service Months With Twp. Fire Dept.	Total % of OPEB Costs City Pays	Total % of OPEB Costs Twp. Pays
Belsky, D.	319	11	308	0	0.86%	96.55%	2.59%	0.00%	97.41%	2.59%
Eldridge, D.	336	124	212	0	9.23%	63.10%	27.68%	0.00%	72.32%	27.68%
Mathews, A.	393	63	330	0	4.01%	83.97%	12.02%	0.00%	87.98%	12.02%
Valensky, J.	328	150	178	0	11.43%	54.27%	34.30%	0.00%	65.70%	34.30%
Warren, W.	305	127	178	0	10.41%	58.36%	31.23%	0.00%	68.77%	31.23%
Groth, L.	418	104	0	314	6.22%	0.00%	18.66%	75.12%	6.22%	93.78%
Haar, J.	342	155	0	187	11.33%	0.00%	33.99%	54.68%	11.33%	88.67%
Hahn, D.	323	131	0	192	10.14%	0.00%	30.42%	59.44%	10.14%	89.86%
Honke, F.	428	11	0	417	0.64%	0.00%	1.93%	97.43%	0.64%	99.36%
Jury, J.	301	203	0	98	16.86%	0.00%	50.58%	32.56%	16.86%	83.14%
King, M.	347	178	0	169	12.82%	0.00%	38.47%	48.70%	12.82%	87.18%
Maycock, R.	437	160	0	277	9.15%	0.00%	27.46%	63.39%	9.15%	90.85%
McDurmon, D.	332	140	0	192	10.54%	0.00%	31.63%	57.83%	10.54%	89.46%
Russo, C.	300	203	0	97	16.92%	0.00%	50.75%	32.33%	16.92%	83.08%
Rainey, P.	335	154	0	181	11.49%	0.00%	34.48%	54.03%	11.49%	88.51%
VanVleck, C.	384	103	0	281	6.71%	0.00%	20.12%	73.18%	6.71%	93.29%
Wendel, M.	426	203	0	223	11.91%	0.00%	35.74%	52.35%	11.91%	88.09%
Westfall, G.	344	125	0	219	9.08%	0.00%	27.25%	63.66%	9.08%	90.92%

EXHIBIT 2

FUTURE LEGACY						
<i>Joint/Total</i>						
Last Name	First Name	City/ Twp Hire	Hire Date	<i>as of</i> 12/31/15 Total Months	Joint Months	% of Shared Costs
Atkins	Daniel	Twp	11/16/1992	277	203	
Bukis	Peter	Twp	10/24/2001	170	122	
Conely	Patrick	Twp	8/20/2001	172	124	
Conroy	William	Twp	9/2/1995	243	196	
Fox	David	Twp	12/26/1995	240	192	
Gross	Scott	Twp	10/16/1995	242	195	
Mangan	Greg	Twp	9/12/2005	123	76	
Mann	Charles	Twp	8/13/1992	280	203	
Phillips	Daniel	Twp	9/2/1992	279	203	
Villet	Guy	Twp	9/14/2005	123	76	

****Names and Calculations are subject to change pending verification.**

BOARD OF TRUSTEES STUDY SESSION

APRIL 4, 2017

ITEM H:

MEDICAL MARIHUANA

Kurt Heise and Kevin Bennett

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

RESOLUTION # _____

**RESOLUTION TO DECLARE THAT THE CHARTER TOWNSHIP OF PLYMOUTH
INTENDS NOT TO ADOPT AN ORDINANCE TO AUTHORIZE MARIHUANA FACILITIES
TO EXIST AND/OR OPERATE WITHIN THE TOWNSHIP**

At a regular meeting of the Board of Trustees for the Charter Township of Plymouth (the "Board"), held at Township Hall located at 9955 N. Haggerty Road, Plymouth, Michigan on _____, 2017, the following resolution was offered:

WHEREAS, Section 102 of Public Act 281 of 2016, the Medical Marihuana Licensing Act, MCL 333.27102 defines "marihuana facility" as "a location at which a license holder is licensed to operate under this act"; and,

WHEREAS, Section 102 of Public Act 281 of 2016, the Medical Marihuana Licensing Act, MCL 333.27102 defines "State operating license" or "license" as "a license that is issued under this act that allows the licensee to operate as 1 of the following, specified in the license:

- (i) A grower.
- (ii) A processor.
- (iii) A secure transporter.
- (iv) A provisioning center.
- (v) A safety compliance facility."

WHEREAS, Section 102 of Public Act 281 of 2016, the Medical Marihuana Licensing Act, MCL 333.27102 defines "municipality" as "a city, township, or village"; and,

WHEREAS, Section 205 of the Medical Marihuana Licensing Act, MCL 333.27205, provides that "[a] marihuana facility shall not operate in a municipality unless the municipality has adopted an ordinance that authorizes that type of facility. . . ."; and,

WHEREAS, the Board of Trustees of the Charter Township of Plymouth has determined the public health, safety and general welfare are best served by prohibiting marihuana facilities (as defined by the Medical Marihuana Licensing Act) from existing and/or operating within the Township; and,

WHEREAS, various proposed operators of marihuana facilities have approached Township officials with respect to the Township's intent as to allowing marihuana facilities (as defined by the Medical Marihuana Licensing Act); and,

WHEREAS, the Board of Trustees of the Charter Township of Plymouth desires to publish its determination that it intends not to adopt an ordinance that authorizes marihuana facilities (as defined by the Medical Marihuana Licensing Act) to exist and/or operate within the Township;

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees of Charter Township of Plymouth intends not to adopt an ordinance to authorizes marihuana facilities (as defined by the Medical Marihuana Licensing Act) to exist and/or operate within the Township.

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

Moved by:

Supported by:

Roll Call Vote

Ayes:

Nays:

Adopted: Regular Meeting of the Board of Trustees on _____.

Jerry Vorva, Clerk, Charter Township of Plymouth

Certification

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

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

Jerry Vorva, Clerk
Charter Township of Plymouth

Date _____

Resolution: 2017-_____

BOARD OF TRUSTEES STUDY SESSION

APRIL 4, 2017

ITEM I:

PURCHASING POLICY

Kurt Heise

CHARTER TOWNSHIP OF PLYMOUTH PURCHASING POLICY

ADOPTED BY THE BOARD OF TRUSTEES, _____2017

It is the Policy of the Charter Township of Plymouth to maintain and practice the highest possible standards of business ethics, professional courtesy, and competence in all purchases and business transactions. It is everyone's responsibility to purchase only those goods or services that are necessary for the business operations of the Township and its citizens. Furthermore, all employees, officers, and elected officials must familiarize themselves and comply with the Township's Ethics Ordinance and all applicable State and Federal laws in the purchasing of goods and services for the township.

1. PURCHASING GOODS OR SERVICES

A. Purchase orders are required for all goods and services that will be paid for by the Township, with the following exceptions:

Travel Advances	Payroll
Board-Approved Contracts	Debt Payments
Emergency parts and Services*	District Court Costs
Subscriptions	Schools, Conferences, Seminars
Petty cash disbursements	Maintenance Contracts, licenses
Insurance	

Water meters and supplies for which costs are recaptured through tap-in fees.

** Emergency parts and services are defined as those that must be accomplished in order to insure the health, welfare and safety of Township employees and/or the public.*

B. All purchase orders require the appropriate signature authorization, based on the amount of the goods to be purchased, as outlined in this policy.

C. Goods and services shall not be purchased until a purchase order has been properly issued.

2. PURCHASING ACTIVITY DEADLINES

A. Year-end purchasing is restricted to the following schedule:

1. No capital outlay items may be purchased after November 30th of each year.
2. No purchases of any kind after December 15th of each year.

B. Emergency purchases during the restricted times can only be approved by the Township Supervisor or Board of Trustees, as is appropriate based on the purchase amount and approval authority outlined below.

3. INFORMAL AND FORMAL BIDDING PROCEDURES

<u>Purchase Amount</u>	<u>Procedure Required</u>	<u>Approval Authority</u>
\$1.00 to \$4999.99	Reasonableness	Department Director
\$5,000.00 to \$10,000.00	Informal Quote	Department Director
\$10,000.01 to \$19,999.99	Informal Bid	Township Supervisor
\$20,000.00 and greater	Formal Bid	Board of Trustees

A. Any expenditure below \$5,000.00 is not subject to any bid process. However, each department should act in the best financial interest of the Township and acquire services/goods that reflect quality and affordability.

B. Informal Quotes

1. Informal quotes are defined as verbal price quotes for the requested items. For expenditures between \$5,000.00 and \$10,000.00 the Department Director shall obtain 3 quotes from vendors and select the service/goods that reflect the best investment for the Township. These verbal quotes should be followed up in writing by letter or email.

C. Informal Bids

1. Informal Bids are defined as a written price for the items requested that was obtained without formal selection of vendors.

2. Any purchase between \$10,000.01 and \$19,999.99 shall be subject to an informal bid process and requires approval by the Township Supervisor.

D. Formal Bids

1. Formal Bids shall be requested in all cases where the item or services are expected to cost \$20,000.00 or more.

2. The requesting Department shall provide the Township Supervisor all information that is reasonably necessary to develop the Formal Bid document. There shall be a minimum of two (2) weeks between any bid advertising and a bid opening. All requests for bids shall be forwarded to the Clerk's office by Wednesday of the week preceding the bid advertisement.

The requesting Department will prepare a memorandum to the Township Supervisor requesting that formal bids be taken. This memorandum must contain the following information:

- a. Detailed specifications for the item requested
- b. Proposed date for publication of the advertisement
- c. Proposed date and time of bid opening
- d. Amount of funds currently budgeted for the project if funds are not currently budgeted; the request shall be accompanied by either a proposed budget amendment which will provide adequate funding, or a detailed funding explanation.

3. All requests for bids shall contain within the body of the specifications the following provisions:

- a. All purchases are to be For Official Business of Plymouth Township only.
- b. The Township reserves the right to waive any and all irregularities or informalities contained herein, or to select any bid or proposal in whole or in part which is deemed to be in the Township's best interest.
- c. Plymouth Township will not discriminate on the basis of race, color, national origin, sex, LGBTQ preference, religion, age, or disability in employment or the delivery of services.
- d. The time, date and location of the bid opening.
- e. The minimum bid hold period, in days, from the date of the bid opening. The minimum bid hold period shall not be less than (14) days.

- f. All other requirements as may be mandated by state or federal law.
- 4. All bids must be received by the Township Clerk no later than the time indicated in the advertisement for bids. All bids will be time stamped by the Clerk or his/her designee at the time of receipt to ensure compliance with this provision.
- 5. All bids which arrive late shall be returned unopened to the respective bidder. All bids must be sealed when received. All bids which are unsealed prior to the formal bid opening will be noted as such and shall not be considered. Bids will be opened by the Clerk or his/her designee at the place and time prescribed in the advertisement and shall be open to the public. All bids will then be recorded by the Township Clerk, or his/her designee. It will be the responsibility of the originating department to make copies of the bids, and return the originals to the Clerk's Office. The originating department will notify the prospective bidders when any Board action is expected.

E. Bid Awards

- 1. It will be the responsibility of the originating department to perform an analysis of the bid and prepare their recommendation to the Township Board. The recommendation will include any rationale used in determining the lowest responsible bidder, the total price including contingency, and any budget implications as a result of the project.
- 2. All contracts awarded as part of the bid procedure may be awarded to the lowest responsible bidder. The lowest responsible bidder is defined as the lowest bid that conforms to the specifications, and who is qualified by meeting the following standards as they relate to the contract being considered. The prospective bidder must demonstrate that they:
 - a. Have adequate financial resources to ensure performance, or the ability to obtain such resources as required during performance;
 - b. Have the necessary experience, organization, technical qualifications, skills and facilities, or the ability to obtain them, including appropriate subcontractor arrangements;
 - c. Are able to comply with the proposed schedule for completion or delivery.
 - d. Contractors or vendors, who have demonstrated unsatisfactory performance in these areas through prior contracts or similar work in the community, shall in the absence of evidence to the contrary, be assumed unable to fulfill this requirement.
 - e. Are otherwise qualified and eligible to receive an award under all applicable law, ordinances, and regulations.
 - f. Any other requirements as may be determined by the Township Attorney.

F. Exemptions

1. Emergencies

a. Bidding may be waived without regard to the amount of the purchase if the expenditure is deemed an emergency by the Supervisor and/or Department Director. An emergency is defined as an immediate threat to the public health, safety, or welfare.

Emergency expenditures should be limited to the immediate required corrective measures necessary to correct the emergency condition.

Whenever an emergency expenditure is made, the Township Supervisor will be notified in writing describing the nature of the emergency and the related purchase. This notification will be made no later than the next business day following the emergency purchase. If the expenditure exceeds \$20,000.00 the Supervisor must be consulted prior to the purchase, as well as one other elected official.

2. Other Governmental Bid Programs

a. Purchases that are made through a recognized regional or state purchasing program that meets the Township's bidding requirements are deemed to meet the intent of this policy. Such programs include, but are not limited to; the State of Michigan, Wayne County, Oakland County, and Macomb County.

4 PROFESSIONAL SERVICES

A. Professional services are defined as any procurement for services that require a certain high level of expertise, experience, training, education, and/or professional licensure. Examples include, but are not limited to; attorneys, auditors, civil engineers, accountants, surveyors, planners, researchers, writers, and consultants.

B. Professional services procured in an amount less than \$50,000.00 requires approval of the Department Director and Township Supervisor. The service agreement shall be approved by the Township Board upon recommendation by the requesting Department Director and Supervisor.

C. When the cost of services is expected to exceed \$50,000.00, an advertisement in the local paper and/or any appropriate trade publications shall be placed, in addition to direct requests to known providers of the service. The proposals should then be reviewed by the requesting department for recommendations. The service agreement shall be approved by the Township Board upon recommendation by the requesting Department Director and Supervisor.

BOARD OF TRUSTEES STUDY SESSION

APRIL 4, 2017

ITEM I:

CREDIT CARD POLICY

Kurt Heise

CHARTER TOWNSHIP OF PLYMOUTH RESOLUTION
RESOLUTION REGARDING THE USE OF CREDIT CARDS

At a regular meeting of the Charter Township of Plymouth Board of Trustees, Wayne County, Michigan, held at the Township Hall located at 9955 N. Haggerty Road, Plymouth, Michigan on _____, at 7:00 p.m., the following resolution was offered:

WHEREAS, Public Act 266 of 1995 authorizes a township to be a party to a credit (or debit) card arrangement if the township board has adopted by resolution a written policy governing the control and use of credit cards, and;

WHEREAS the Charter Township of Plymouth Board of Trustees recognizes that certain urgent, time-sensitive, and emergency transactions require the use of a credit card, and that certain online transactions can be best achieved using a credit or debit card;

NOW THEREFORE BE IT RESOLVED, that the following policy shall govern the use of township credit and/or debit cards:

- (a) The Township Clerk is responsible for issuing, accounting for, monitoring, retrieving and overseeing compliance with the Township's Credit Card Policy.
- (b) Township credit cards may be used only by an officer or employee of the Township for the purchase of goods or services for the official business of the township.
- (c) The Supervisor, Clerk, Treasurer and each Department Head as determined by the Supervisor shall receive two (2) credit cards. The Supervisor, Clerk, Treasurer and Department Head shall assign the two cards to an officer or employee in their respective department.
- (d) Township officers and employees who use a township credit card shall, as soon as possible, use their best efforts to obtain permission from their Department Head, the Supervisor, or Clerk, or Treasurer, and submit a copy of the vendor's credit card slip to the Accountant-Payables.
- (e) The officer or employee using the card shall submit an itemized receipt that shows the name of vendor or entity from which goods or services were purchased, the date and the amount of the transaction, the official business that required the transaction, and the chart of accounts number indicating the line item to which the transaction is to be charged. If no credit card slip was obtained that described the transaction, the employee shall submit a signed

voucher that shows all of the above information, in addition to a statement as to why a credit card slip was not obtained or available.

(f) An official or employee who is issued a credit card is responsible for its protection and custody. If a credit card is lost or stolen, the issuing officer shall be notified. The entity issuing the lost or stolen credit card shall be immediately notified to cancel the card.

(g) An officer or employee issued a credit card shall return the credit card to the Clerk, upon termination of his or her employment or service with the Township.

(h) The Accountant-Payables shall maintain a list of all credit cards owned by the township, along with the name of the officer and employee who has been issued the credit card, the credit limit established, the date issued, and the date returned. Each employee shall initial the list beside his or her name to indicate agreement that the credit card has been issued, and that the employee has received and read a copy of this policy.

(i) The Accountant-Payables shall review each credit card statement as soon as possible to ensure that transactions comply with this policy. Any transactions that appear on the statements that are not documented with a credit card slip shall be immediately investigated. Transactions that do not appear to comply with this policy shall be reported to the Township Board.

(j) The Township Board shall not approve a payment to the entity issuing the credit card until all transactions have been verified, including the approval of all transaction invoices.

(k) The balance, including interest due on an extension of credit under the credit card arrangement, shall be paid for within not more than 60 days of the initial statement date.

(l) Officers and employees who use a Township credit card in a manner contrary to this policy may be subject to the following disciplinary actions, as deemed appropriate by the Supervisor or Township Board: verbal counseling; written reprimand; suspension/termination of credit card privileges; suspension; termination; reimbursement to Township for unauthorized expenditures.