

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

Tuesday, May 23, 2017  
7:00 PM



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

**REVISED 05-23-17**

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

**B. PLEDGE OF ALLEGIANCE**

**C. APPROVAL OF AGENDA**

Regular Meeting - Tuesday, May 23, 2017

**D. APPROVAL OF CONSENT AGENDA**

**D.1 Approval of Minutes:**

Regular Meeting – Tuesday, May 9, 2017

Study Session – Tuesday, May 16, 2017

**D.2 Acceptance of Communications, Resolutions, Reports:**

Fire Department – Monthly Report, April, 2017

Thank you letter to Sparky and the Firefighters

**D.3 Approval of Township Bills:**

<b>FUND</b>	<b>ACCT</b>	<b>ALREADY PAID</b>	<b>TO BE PAID</b>	<b>TOTAL:</b>
General Fund	101	\$37,767.20	\$ 48,374.84	<b>\$86,142.04</b>
Solid Waste Fund	226	498.00	10.75	<b>508.75</b>
Improvement Revolving (Capital)	246	--	64,913.75	<b>64,913.75</b>
Drug Forfeiture Fund	265	--	--	--
Drug Forfeiture Fund	266	--	--	--
Golf Course Fund	510	291.59	8,813.42	<b>9,105.01</b>
Senior Transportation	588	182.31	442.25	<b>624.56</b>
Water/Sewer Fund	592	312,615.28	229,355.49	<b>541,970.77</b>
Trust and Agency	701	--	14,230.00	<b>14,230.00</b>
Police Bond Fund	702	8,949.00	--	<b>8,949.00</b>
Tax Pool	703	69,933.04	--	<b>69,933.04</b>
Special Assessment Capital	805	29.65	7,263.80	<b>7,293.45</b>
<b>TOTALS:</b>		<b>430,266.07</b>	<b>373,404.63</b>	<b>\$803,670.37</b>

**E. PUBLIC COMMENTS AND QUESTIONS**

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES MEETING  
Tuesday, May 23, 2017  
7:00 PM**



**F. NEW BUSINESS**

**REVISED 05-23-17**

- F.1 Tuscany Reserves of Plymouth – Laura Haw
- F.2 Ordinance 1016 – Amendment #20 – Creation of Building Board of Appeals – First Reading – Building Official Lewis and Attorney Bennett
- F.3 Joint Recreation Survey with the City of Plymouth – Supervisor Heise
- F.4 Approval of Contract with ELAN Engineering for Restoration of Government Access Cable Channel – Supervisor Heise
- F.5 Approval to hire Three (3) Full-Time Firefighters – Supervisor Heise and Fire Chief Phillips
- F.6 Approval of Intergovernmental Agreement for Retiree Healthcare between the City of Plymouth and Plymouth Township, Resolution #2017-05-23-15 – Supervisor Heise
- F.7 Approval of Purchasing Policy, Resolution #2017-05-23-16 – Supervisor Heise
- F.8 Approval of Credit Card Policy, Resolution #2017-05-23-17 – Supervisor Heise
- F.9 Approval of Tax Penalty Fee – Resolution #2017-05-23-18 – Treasurer Clinton
- F.10 Approval of Independent Contractor Agreement for Township Planning and Zoning Consultant – Supervisor Heise
- F.11 Approval of labor agreement between the Charter Township of Plymouth and the POAM Dispatcher/PSA Bargaining Unit – Supervisor Heise

**G. SUPERVISOR AND TRUSTEE COMMENTS**

**H. PUBLIC COMMENTS AND QUESTIONS**

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

Tuesday, May 23, 2017

7:00 PM



**I. ADJOURNMENT**

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

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

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES MEETING  
MAY 23, 2017**

**ITEM D.1  
CONSENT AGENDA  
APPROVAL OF MINUTES  
TUESDAY, MAY 9, 2017**

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, MAY 9, 2017**

**PROPOSED MINUTES**

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

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

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** Dan Phillips, Fire Chief  
Thomas Tiderington, Police Chief  
Kevin Bennett, Township Attorney  
Laura Haw, McKenna Associates  
David Richmond, Spalding DeDecker Associates  
Sandra Groth, Deputy Clerk  
Alice Geletzke, Recording Secretary  
35 Members of the Public

**B. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Jeff Noble, State Representative.

**C. CERTIFICATES OF APPRECIATION  
NORTHRIDGE CHURCH  
ST. KENNETH'S CHURCH  
FIRST UNITED METHODIST CHURCH**

Fire Chief Dan Phillips presented certificates of appreciation to representatives from Northridge Church, St. Kenneth's Church, and First United Methodist Church for providing sanctuary for residents affected by the power outages caused by the windstorm on March 8.

**D. APPROVAL OF AGENDA**  
Regular Meeting - Tuesday, May 9, 2017

Moved by Mr. Vorva and seconded by Mr. Clinton to approve the agenda for the Board of Trustees regular meeting of May 9, 2017. Ayes all.

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, MAY 9, 2017**

**PROPOSED MINUTES**

**E. APPROVAL OF CONSENT AGENDA**

**E.1 Approval of Minutes:**

Regular Meeting – Tuesday, April 25, 2017

Study Session – Tuesday, May 2, 2017

Closed Session – April 11, 2017

**E.2 Acceptance of Communications, Resolutions, Reports:**

Building Department - Monthly Report, April, 2017

Fire Department – Monthly Report, April, 2017

FOIA Report – Police Department, April, 2017

FOIA Report – Clerk’s Office, April, 2017

**E.3 Approval of Township Bills:**

<b>FUND</b>	<b>ACCT</b>	<b>ALREADY PAID</b>	<b>TO BE PAID</b>	<b>TOTAL:</b>
General Fund	101	\$172,370.93	\$ 53,759.59	<b>\$226,130.52</b>
Solid Waste Fund	226	101,033.57	241.49	<b>101,275.06</b>
Improvement Revolving (Capital)	246	--	200.00	<b>200.00</b>
Drug Forfeiture Fund	265	--	--	--
Drug Forfeiture Fund	266	--	33,406.00	<b>33,406.00</b>
Golf Course Fund	510	751.33	--	<b>751.33</b>
Senior Transportation	588	332.32	869.59	<b>1,201.91</b>
Water/Sewer Fund	592	361,788.91	118,129.80	<b>479,918.71</b>
Trust and Agency	701	--	--	--
Police Bond Fund	702	2938.00	--	<b>2,938.00</b>
Tax Pool	703	--	--	--
Special Assessment Capital	805	--	20,598.07	<b>20,598.07</b>
<b>TOTALS:</b>		<b>\$639,215.06</b>	<b>\$227,204.54</b>	<b>\$866,419.60</b>

Board members commented on the bills and Mr. Heitman pointed out a correction in the last paragraph on Page 2 of the minutes of the study session of May 2, 2017. The last name should be spelled Hoge instead of Holt.

Moved by Mr. Heitman and seconded by Mr. Vorva to approve the consent agenda for the Board of Trustees regular meeting of May 9, 2017. Ayes all.

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, MAY 9, 2017**

**PROPOSED MINUTES**

**F. PUBLIC COMMENTS AND QUESTIONS**

State Representative Jeff Noble gave a legislative update.

**G. NEW BUSINESS**

1) Charitable Gaming License – Isbister Elementary School PTO – Clerk Vorva

A representative of the Isbister School PTO addressed the Board and answered questions regarding their upcoming fund-raising auction.

Moved by Mr. Vorva and seconded by Mr. Curmi to approve the attached Local Governing Board Resolution No. 2017-05-09-012 recognizing the Isbister Elementary School Parent Teacher Organization (PTO) as a nonprofit organization operating in the Charter Township of Plymouth for the purpose of obtaining charitable gaming licenses. Ayes all on a roll call vote.

A copy of the Resolution is on file in the Clerk’s office for public perusal.

2) PUD – Inn at St. John’s – Laura Haw

Ms. Haw reviewed the background of the proposal and the Planning Commission’s recommendation for approval.

Moved by Mr. Curmi and seconded by Mr. Vorva to approve Application 2238-0317, contingent on the recommendations in the Staff Reports to be addressed during the site plan review process, which would permit the proposed amendment to the previously approved 2004 Inn at St. John’s Planned United Development Option. Ayes all on a roll call vote.

3) Request for 12 year Industrial Facilities Exemption and Hearing – Oerlikon – Clerk Vorva and Laura Haw

Moved by Mr. Heitman and seconded by Mr. Vorva to open the Public Hearing at 7:25 p.m. on the request for a 12-year Industrial Facilities Exemption by Oerlikon. Ayes all on a roll call vote.

A representative of Oerlikon addressed the Board and answered questions regarding their plans for the facility.

There were no comments from the public.

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, MAY 9, 2017**

**PROPOSED MINUTES**

Moved by Mr. Heitman and seconded by Mr. Vorva to close the public hearing at 7:38 p.m. Ayes all on a roll call vote.

Moved by Mr. Vorva and seconded by Mr. Curmi to approve Resolution No. 2017-05-09-13 to grant the 12-year IFTE Certificate as requested from Oerlikon Metco (US) for the property located at 41144 Concept Drive in the Metro Plymouth Business Park Industrial District with the stipulation that ad valorem taxes will not exceed 5% of the sum of the SEV of the unit, plus the SEV of personal and real property exempted. Ayes all on a roll call vote.

A copy of the Resolution is on file in the Clerk's office for public perusal.

4) Contract with Playworld for Sprayscape Repairs – Supervisor Heise

Moved by Mr. Heitman and seconded by Mr. Curmi to approve the scope of the work to the Township Park Sprayscape as outlined in Quote No. 86544, dated April 11, 2017 from Playworld in New Albany, Ohio, not to exceed \$12,000, and to authorize payment in the amount of 100% for all parts upon order, with labor to be paid upon completion of the work. Ayes all on a roll call vote.

5) Agreement for Services with Plante-Moran – Clerk Vorva

Mr. Vorva and Mr. Clinton noted the vast number of hours worked by personnel in their departments to bring the accounting records up to date in anticipation of beginning the 2016 audit, with need for additional professional assistance.

Moved by Mr. Vorva and seconded by Mr. Clinton to authorize the Township Clerk to sign the agreement between the Charter Township of Plymouth and Plante & Moran, PLLC, providing the services as outlined in the Scope of Services letter dated April 24, 2017, for not to exceed 75 hours as needed to complete the necessary groundwork for the 2016 audit. Ayes all on a roll call vote.

**H. SUPERVISOR AND TRUSTEE COMMENTS**

Mr. Heise noted that a new police officer was sworn in this week and there will be a Board study session next Tuesday, May 16.

Mr. Heitman had questions regarding repairs to the baseball field pole and lights damaged by the windstorm.

Mr. Clinton expressed his pride in the staff spirit of cooperation and their tremendous efforts to complete the audit preparations.



**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
REGULAR MEETING  
TUESDAY, MAY 9, 2017**

**PROPOSED MINUTES**

Mr. Curmi asked about progress in obtaining additional costs for reopening Fire Station 2 and had questions about when a proposed water rate increase might take place.

**I. PUBLIC COMMENTS AND QUESTIONS** – There were none.

**J. ADJOURNMENT**

Moved by Mr. Clinton and seconded by Mr. Heitman to adjourn the meeting at 8:10 p.m. Ayes all.

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Jerry Vorva, Township Clerk

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES MEETING  
MAY 23, 2017**

**ITEM D.1  
CONSENT AGENDA  
APPROVAL OF MINUTES  
TUESDAY, MAY 16, 2017**

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
STUDY SESSION  
TUESDAY, MAY 16, 2017  
PROPOSED MINUTES**

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

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

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** Patrick Fellrath, Dir. of Public Utilities  
Dan Phillips, Fire Chief  
Thomas Tiderington, Police Chief  
Kevin Bennett, Township Attorney  
Laura Haw, McKenna Associates  
David Richmond, Spalding DeDecker  
Sandra Groth, Deputy Clerk  
Amy Hammye, Deputy Treasurer  
Alice Geletzke, Recording Secretary  
24 Members of the Public

Police Officer Christopher Wilder led in the Pledge of Allegiance.

**OATH OF OFFICE – POLICE OFFICER CHRISTOPHER WILDER – Clerk Vorva**

Clerk Vorva administered the oath of office to Police Officer Christopher Wilder and his proud parents pinned on his badge.

Mr. Heise then presented the proclamation for National Police Week to Chief Tiderington and a group of Township police officers. He also presented the proclamation for Emergency Medical Services Week to Fire Chief Phillips and the proclamation for National Public Works Week to Patrick Fellrath, Director of Public Utilities.

**A. APPROVAL OF AGENDA**  
Study Session - Tuesday, May 16, 2017

Moved by Mr. Dempsey and seconded by Mr. Heitman to approve the agenda for the Board of Trustees study session of Tuesday, May 16, 2017. Ayes all.

**B. PUBLIC COMMENTS AND QUESTIONS – There were none.**

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
STUDY SESSION  
TUESDAY, MAY 16, 2017  
PROPOSED MINUTES**

**C. TUSCANY RESERVES OF PLYMOUTH - Laura Haw**

Laura Haw reviewed the background and the final site plan approval given by the Planning Commission at their meeting of April 19, contingent on items identified in staff reports to be addressed administratively, as well as approval being conditional upon the Township Attorney's satisfaction with the legal documents. The proposal for 18 detached single-family residences is located on approximately 9.5 acres south of Ann Arbor Trail, east of McClumpha.

Applicant Leo Gonzales addressed the Board and answered questions, particularly about the landscaping along Ann Arbor Trail and along the west property line.

The Board also discussed the possibility of budgeting for and obtaining rights-of-way for extending the sidewalk, as well as clarifying the area posted with crossing signs but no painted crosswalk.

Attorney Bennett also reviewed the stipulations in his memo, and indicated all documents must be in order prior to final site plan approval by the Board.

**D. CONSTRUCTION BOARD OF APPEALS ORDINANCE – Attorney Bennett & Building Official Lewis**

Board members discussed with Attorney Bennett and Building Official Lewis the mandate by State statute that a Construction Board of Appeals be created of not less than three nor more than seven members, with the Building Official being an ex-officio, non-voting member. According to Attorney Bennett, the purpose of the Construction Board of Appeals is if the Township refuses to grant an application for a building permit, or if the Building Official makes any decision pursuant to the codes, an interested person may file an appeal in writing to the Construction Board of Appeals. In the proposed ordinance, the Supervisor nominates members who have experience or knowledge of the codes, to be approved by the Board.

**D. TAX ADMINISTRATION FEE – Treasurer Clinton**

**E. TAX PENALTY FEE – Treasurer Clinton**

Mr. Clinton noted the limitations for future revenue growth and reviewed the figures he presented to show the revenue that can be generated by various fees such as placing a 3% penalty for the taxes not paid by February 14 before the taxes are turned over to Wayne County on March 1, raising a possible \$13,929. The Board discussed the possible rise in administrative work in the Treasurer's office for collection if the payment is received without the fee.

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
STUDY SESSION  
TUESDAY, MAY 16, 2017  
PROPOSED MINUTES**

A tax administration fee, up to 1%, also may be placed on summer or winter taxes, or both. This would raise approximately \$626,570 if 1% is placed on both tax bills, and the average household would pay an additional \$43.17 and business would pay \$89.39. These funds can be used only to cover assessing and treasury functions, thus freeing money currently used back into the general fund. Though the taxes are distributed to other entities, the Township is bearing the entire cost of assessing, collecting and distributing the taxes, despite receiving only 10% of the funds.

Among the questions asked were whether or not the Township portion of tax collections can be excluded from the fee, whether it can be levied just on businesses or homeowners, and whether audit and accounting functions can be covered by the collections.

Mr. Clinton indicated that 16 neighboring communities charge the administration fee and 3 communities—Livonia, Novi and Northville Township—do not.

If the 1% fee is imposed, the funds that the school district and Schoolcraft College recently agreed to pay will not be collected from them.

As part of consideration of whether or not to levy the fees, Board members talked about having to recognize unfunded liabilities and plan for funding them.

Mr. Clinton indicated if the administrative fee is to be levied on the summer taxes, the time frame is very limited, and Board members discussed when to possibly take action. It was also suggested to take action as part of the whole budget process, thereby giving more notice to taxpayers.

Resident Paul Sharp asked for the history on the unfunded OPEB costs and Don Soenen noted the Township needs to get ahead of the unfunded costs before they are dragged down,

Board members recessed briefly at 8:35 p.m. and returned to open session at 8:45 p.m.

**F. FIRE STATION #2 UPDATE – Supervisor Heise and Fire Chief Phillips**

Fire Chief Phillips indicated the Department of Homeland Security has offered a grant of approximately \$50,000 to the Fire Department for hand-held radios if the station is reopened.

He then reviewed the cost breakdown he presented to Board members from July 2017 through the end of the year 2020 to hire three additional firefighters and to fund reopening Fire Station No. 2.

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
STUDY SESSION  
TUESDAY, MAY 16, 2017  
PROPOSED MINUTES**

Board members discussed lacking plan information and finalization with Northville Township on their possible pilot agreement in cooperative use of Station No. 2. Suggestions were made that response time improvements be documented if the plan is implemented and that the pilot have measurable success factors and an exit strategy.

It was noted the Civil Service list exists and the agreement with Northville Township is in process.

**G. SUPERVISOR AND TRUSTEE COMMENTS**

Mr. Heise noted that the Attorney is of the opinion that a closed session cannot be held to discuss the sale of property, only the acquisition; therefore, he will be giving an update in open session.

Mr. Doroshewitz expressed appreciation for the work of Mr. Vorva in clearing up the accounting mess.

Mr. Heitman asked that the robo-caller attend the Board meeting.

Mr. Vorva noted the college graduation of his daughter, Madison, the last of his children to graduate.

Mr. Dempsey announced the upcoming meeting of the Arts, Recreation and Heritage Committee meeting at the Four-Seasons Pavilion.

Mr. Curmi had questions regarding reviewing the newsletter and the Hazardous Waste Day attendance.

**H. PUBLIC COMMENTS AND QUESTIONS – There were none.**

**I. CLOSED SESSION –** At \_\_\_\_\_ pm, \_\_\_\_\_ moved that a closed session be called for the purpose of discussing the sale of property and acquisition pursuant to OMA Section 8(d). Seconded by \_\_\_\_\_.

**J. RETURN TO OPEN SESSION**

With the Attorney's opinion on not being able to go into closed session, Mr. Heise updated Board members on the interest in the DPW and DEHOCO properties.

He indicated a written appraisal has been ordered on the DPW building, with an informal appraisal of \$1.75 million. Two entities have expressed interest in the property. The major stumbling block is where to relocate the men and their equipment.

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES  
STUDY SESSION  
TUESDAY, MAY 16, 2017  
PROPOSED MINUTES**

The DEHOCO property appraisal has arrived and it is \$4,080,000. The property is under a court ordered consent agreement and the Township's portion is \$750,000, and Mr. Heise asked the Township Attorney whether he would be able to approach Wayne County for help in marketing the property. Mr. Bennett agreed to research how the agreement has been drawn.

**K. ADJOURNMENT**

Moved by Mr. Heitman and seconded by Mr. Vorva to adjourn the meeting at 9:45 p.m. Ayes all.

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Jerry Vorva, Township Clerk

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES MEETING  
MAY 23, 2017**

**ITEM D.2**  
**CONSENT AGENDA**  
**FIRE DEPARTMENT MONTHLY REPORT**  
**THANK YOU LETTER TO SPARKY AND**  
**FIREFIGHTERS**





# Plymouth Township Fire Department

## Monthly Report

April 2017

### Response Information:

The Plymouth Township Fire Department responded to **240** emergencies this month.

There was an average of **8** runs per day this month.

PTFD's average response time was **5 minutes 43 seconds** to the scene. This includes all responses including non-emergent.

### Mutual Aid:

Plymouth Township Fire Department is a member of the Western Wayne County Mutual Aid Association and we provided mutual aid **5** times this month and received mutual aid **5** times.

### EMS Information:

There were **117** patients transported this month.

HVA transported **109** patients to the hospital.

Plymouth Township Fire transported **8** patients to the hospital.

The remainder of **46** patients were not transported for various reasons.

Plymouth transports billed out **\$7,626.00** this month and received **\$3351.78** in outstanding bills.

### Fire Loss:

There were **3** fires this month that accounted for **\$7,200.00** worth of damage to possessions and property.

### Fire Prevention:

Plymouth Township Fire Department provided **47** comprehensive fire inspections to businesses within Plymouth Township.

Fire Safety public education classes in CPR, Fire Extinguisher and Fire Safety are provided throughout the year.

This month, the department conducted **6** fire safety talk to a total of **481** participants.

## Reports Included:

### CLEMIS Reports

#### *Incidents Section*

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

#### *Local Section*

- Fire Department Response Times
  - Turnout Time
  - Response Time

### Health EMS

#### *Agency Productivity*

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

#### Inspection Report

Total count for Public Education – Review Fire Modules Calendar

## Incident Type Count Report

Date Range: From 4/1/2017 To 4/30/2017

Selected Station(s): All

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### Incident

Type	Description	Count	
<b>Station: ST1</b>			
321	- EMS call, excluding vehicle accident with injury	53	22.08%
322	- Vehicle accident with injuries	5	2.08%
324	- Motor vehicle accident with no injuries	1	0.42%
<b>Total - Rescue &amp; Emergency Medical Service Incidents</b>		<b>59</b>	<b>66.29%</b>
422	- Chemical spill or leak	1	0.42%
444	- Power line down	1	0.42%
<b>Total - Hazardous Conditions (No fire)</b>		<b>2</b>	<b>2.25%</b>
554	- Assist invalid	5	2.08%
561	- Unauthorized burning	4	1.67%
<b>Total - Service Call</b>		<b>9</b>	<b>10.11%</b>
600	- Good intent call, other	1	0.42%
611	- Dispatched & cancelled en route	6	2.50%
6111	- Hospice Death	2	0.83%
651	- Smoke scare, odor of smoke	1	0.42%
<b>Total - Good Intent Call</b>		<b>10</b>	<b>11.24%</b>
700	- False alarm or false call, other	1	0.42%
714	- Central station, malicious false alarm	1	0.42%
740	- Unintentional transmission of alarm, other	1	0.42%
741	- Sprinkler activation, no fire - unintentional	2	0.83%
743	- Smoke detector activation, no fire - unintentional	1	0.42%
745	- Alarm system sounded, no fire - unintentional	1	0.42%
<b>Total - Fals Alarm &amp; False Call</b>		<b>7</b>	<b>7.87%</b>
9001	- Dispatch Error	2	0.83%
<b>Total - Special Incident Type</b>		<b>2</b>	<b>2.25%</b>
<b>Total for Station</b>		<b>89</b>	<b>37.08%</b>
<b>Station: ST2</b>			
111	- Building fire	1	0.42%
131	- Passenger vehicle fire	1	0.42%
<b>Total - Fires</b>		<b>2</b>	<b>4.35%</b>
321	- EMS call, excluding vehicle accident with injury	31	12.92%
322	- Vehicle accident with injuries	1	0.42%
<b>Total - Rescue &amp; Emergency Medical Service Incidents</b>		<b>32</b>	<b>69.57%</b>
444	- Power line down	3	1.25%
<b>Total - Hazardous Conditions (No fire)</b>		<b>3</b>	<b>6.52%</b>
554	- Assist invalid	4	1.67%
<b>Total - Service Call</b>		<b>4</b>	<b>8.70%</b>
611	- Dispatched & cancelled en route	2	0.83%
<b>Total - Good Intent Call</b>		<b>2</b>	<b>4.35%</b>
7	- False Alarm & False Call	1	0.42%

**Incident**

Type	Description	Count	
<b>Station; ST2 - (Continued)</b>			
733	- Smoke detector activation due to malfunction	1	0.42%
745	- Alarm system sounded, no fire - unintentional	1	0.42%
<b>Total - Fals Alarm &amp; False Call</b>		<b>3</b>	<b>6.52%</b>
<b>Total for Station</b>		<b>46</b>	<b>19.17%</b>
<b>Station: ST3</b>			
150	- Outside rubbish fire, other	1	0.42%
<b>Total - Fires</b>		<b>1</b>	<b>0.95%</b>
321	- EMS call, excluding vehicle accident with injury	55	22.92%
322	- Vehicle accident with injuries	7	2.92%
324	- Motor vehicle accident with no injuries	6	2.50%
352	- Extrication of victim(s) from vehicle	1	0.42%
<b>Total - Rescue &amp; Emergency Medical Service Incidents</b>		<b>69</b>	<b>65.71%</b>
412	- Gas leak (natural gas or LPG)	1	0.42%
413	- Oil or other combustible liquid spill	1	0.42%
424	- Carbon monoxide incident	1	0.42%
444	- Power line down	1	0.42%
<b>Total - Hazardous Conditions (No fire)</b>		<b>4</b>	<b>3.81%</b>
500	- Service Call, other	2	0.83%
551	- Assist police or other governmental agency	1	0.42%
554	- Assist invalid	4	1.67%
561	- Unauthorized burning	1	0.42%
<b>Total - Service Call</b>		<b>8</b>	<b>7.62%</b>
600	- Good intent call, other	1	0.42%
611	- Dispatched & cancelled en route	9	3.75%
650	- Steam, other gas mistaken for smoke, other	1	0.42%
<b>Total - Good Intent Call</b>		<b>11</b>	<b>10.48%</b>
700	- False alarm or false call, other	6	2.50%
710	- Malicious, mischievous false call, other	2	0.83%
736	- CO detector activation due to malfunction	1	0.42%
743	- Smoke detector activation, no fire - unintentional	1	0.42%
745	- Alarm system sounded, no fire - unintentional	1	0.42%
<b>Total - Fals Alarm &amp; False Call</b>		<b>11</b>	<b>10.48%</b>
9001	- Dispatch Error	1	0.42%
<b>Total - Special Incident Type</b>		<b>1</b>	<b>0.95%</b>
<b>Total for Station</b>		<b>105</b>	<b>43.75%</b>
		<b>240</b>	<b>100.00%</b>

# Fire Department Response Times

Stations selected for analysis: All

Shifts selected for analysis: All

For Dates Beginning 4/1/2017 12:00:00AM Ending 4/30/2017 12:00:00AM

Incident Types selected for analysis: All

Incident Response Types selected for analysis: All Responses

Time in Minutes	Dispatch to Enroute	Percent Total	Cumulative Responses	Cumulative Percent	Enroute to Arrival	Percent Total	Cumulative Responses	Cumulative Percent	Dispatch to Arrival	Percent Total	Cumulative Responses	Cumulative Percent
0 - 1	82	40.59	82	40.59	9	4.52	9	4.52	2	0.97	2	0.97
1 - 2	79	39.11	161	79.70	14	7.04	23	11.56	8	3.88	10	4.85
2 - 3	36	17.82	197	97.52	31	15.58	54	27.14	16	7.77	26	12.62
3 - 4	2	0.99	199	98.51	34	17.09	88	44.22	27	13.11	53	25.73
4 - 5	3	1.49	202	100.00	35	17.59	123	61.81	30	18.45	91	44.17
5 - 6	0	0.00	202	100.00	31	15.58	154	77.39	28	13.59	119	57.77
6 - 7	0	0.00	202	100.00	23	11.56	177	88.94	28	13.59	147	71.36
7 - 8	0	0.00	202	100.00	8	4.02	185	92.96	26	12.62	173	83.98
8 - 9	0	0.00	202	100.00	4	2.01	189	94.97	16	7.77	189	91.75
9 - 10	0	0.00	202	100.00	6	3.02	195	97.99	7	3.40	196	95.15
10 +	0	0.00	202	100.00	4	2.01	199	100.00	10	4.85	206	100.00

Incident Total: 202

## Average Times per Incident

Average Fire Department Turn Out Time: 1 minute(s) 14 second(s)  
(Dispatch to Enroute)

Average Fire Department Travel Time: 4 minute(s) 30 second(s)  
(Enroute to Arrive)

Average Fire Department Turn Out and Travel Time: 5 minute(s) 43 second(s)  
(Dispatch to Arrive)

# Listing of Mutual Aid Responses by Mutual Aid Department

## Report for: PLYMOUTH TOWNSHIP FIRE DEPARTMENT

**Department 08204: Canton Twp FD**

**Mutual Aid Received**

0000747 April 1, 2017 22:50 1 08204

*Subtotal Mutual Aid Type* 1

**Additional Mutual Aid Departments**

49212 HUNT CLUB Ct

**Mutual Aid Given**

0000780 April 6, 2017 17:30 3 08204

0000950 April 27, 2017 11:51 3 08204

*Subtotal Mutual Aid Type* 2

*Subtotal Department* 3

**Additional Mutual Aid Departments**

8132 HONEY TREE

8121 N LILLEY

**Department 08232: City of Northville FD**

**Automatic Aid Received**

0000911 April 21, 2017 21:36 2 08232

*Subtotal Mutual Aid Type* 1

**Additional Mutual Aid Departments**

11682 LEHIGH Ct

**Mutual Aid Given**

0000852 April 14, 2017 3:37 3 08232

*Subtotal Mutual Aid Type* 1

*Subtotal Department* 2

**Additional Mutual Aid Departments**

522 LEICESTER

**Department 08255: Northville Twp FD**

**Mutual Aid Received**

0000746 April 1, 2017 22:33 1 08255

0000746 April 1, 2017 22:33 1 08255

0000882 April 18, 2017 9:03 1 08255

*Subtotal Mutual Aid Type* 3

**Additional Mutual Aid Departments**

14707 CHERRY Ln

14707 Cherry Ln

46600 PORT

**Mutual Aid Given**

0000808 April 8, 2017 19:30 3 08255

0000812 April 9, 2017 7:15 3 08255

*Subtotal Mutual Aid Type* 2

*Subtotal Department* 5

**Additional Mutual Aid Departments**

On HAGGERTY at VILLAGE Run

18061 RIDGEVIEW Dr

**Total** 10

# Agency Activity Summary

## Plymouth Community Fire Dept

Agency: Plymouth Community Fire Dept | Service Date: From 04/01/2017 Through 04/30/2017

**Total Number of ePCR's: 163**

**Total Number of Incidents: 153**

### By Branch

01 Station 1 = 94

03 Station 3 = 66

99 Training = 3

### Run Disposition

	#	%		#	%
Treated/Transported	8	4.9%	Dead Prior To Arrival	1	0.6%
Treated / Transferred Care	109	66.9%	Dead After Arrival	1	0.6%
Treated/No Transport (AMA)	12	7.4%	Treat/Transported by Private Veh.	N/A	N/A
Treated / No Transport (Per Protocol)	2	1.2%	Assist	1	0.6%
Transported / Refused Care	N/A	N/A	Other	18	11.0%
No Transport / Refused Care	11	6.7%	No Patient Found	N/A	N/A
Cancelled	N/A	N/A			
Left Blank	N/A	N/A			

### Run Type

	#	%		#	%
<b>Emergency Runs</b>	56	34.4%	<b>Non-Emergency Runs</b>	N/A	N/A
Stand By	N/A	N/A	Stand By	N/A	N/A
Mutual Aid	N/A	N/A	Mutual Aid	N/A	N/A
Interfacility	N/A	N/A	Interfacility	N/A	N/A
Intercept	N/A	N/A	Intercept	N/A	N/A
<b>Emergency Runs (Scheduled)</b>	N/A	N/A	<b>Non-Emergency Runs (Scheduled)</b>	N/A	N/A
Stand By	N/A	N/A	Stand By	N/A	N/A
Mutual Aid	N/A	N/A	Mutual Aid	N/A	N/A
Interfacility	N/A	N/A	Interfacility	N/A	N/A
Intercept	N/A	N/A	Intercept	N/A	N/A

Emergency Type Left Blank: 0

### Runs by Unit

Unit	Total Runs	Treat/Transp	Treat/Transfer	Treat/No Transp(AMA)	Treat/No Transp(PP)	Transp/Ref. Care	Cancelled	Dead Prior Arr	Dead After Arr	T/T Priv Veh	No Trans/Ref. Care	Assist	Other	No Pat Found
ENG1	3	0	0	0	0	0	0	0	0	0	0	0	3	0
ENG3	7	0	0	0	0	0	0	0	0	0	0	0	7	0
RES1	85	6	60	8	1	0	0	1	1	0	5	0	3	0
RES2	4	1	3	0	0	0	0	0	0	0	0	0	0	0
RES3	62	1	46	4	1	0	0	0	0	0	6	1	3	0
UTL1	1	0	0	0	0	0	0	0	0	0	0	0	1	0
Left Blank	1	0	0	0	0	0	0	0	0	0	0	0	1	0
<b>Total</b>	<b>163</b>	<b>8</b>	<b>109</b>	<b>12</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>11</b>	<b>1</b>	<b>18</b>	<b>0</b>

### Runs by Service Level

<u>Service Level</u>	#	%	<u>Recommended Service Level</u>	#	%
Dispatched			Recommended		
BLS	19	11.7%	BLS	98	60.1%
ALS	144	88.3%	ALS1	64	39.3%
SCT	N/A	N/A	ALS2	1	0.6%
			SCT	N/A	N/A
			Rotary Wing	N/A	N/A
			Fixed Wing	N/A	N/A

**Runs by Insurance Type with Service Level** (Multiple insurance types may have

been marked on a run)

Type	BLS	%	ALS1	%	ALS2	%	SCT	%Rotary Wing	%Fixed Wing	%	Total	%
Auto Ins.	12	7.4%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	12	7.4%
Private Ins.	N/A	N/A	1	0.6%	N/A	N/A	N/A	N/A	N/A	N/A	1	0.6%
Medicare	1	0.6%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	0.6%
None	85	52.1%	63	38.7%	1	0.6%	N/A	N/A	N/A	N/A	149	91.4%

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

Description	#	%
Abdominal Pain	2	1.2%
Allergic Reaction	1	0.6%
Alt. Level Conscious	2	1.2%
Anxiety	7	4.3%
Asthma Symptoms	1	0.6%
Behavioral Disorder	3	1.8%
CVA/Stroke	2	1.2%
Cardiac Symptoms	2	1.2%
Chest Pain	12	7.4%
Dehydration Symp.	1	0.6%
Depression (acute)	2	1.2%
Diabetic Symptoms	1	0.6%
Dizziness	1	0.6%
Dyspnea-SOB	8	4.9%
Flu Symptoms	9	5.5%
GI -Bleed	1	0.6%
GI -Diarrhea	1	0.6%
Headache (no trauma)	2	1.2%
Hyperventilation	1	0.6%
Migraine	1	0.6%
No Medical Problem	6	3.7%
Obvious Death	2	1.2%
Psychiatric Emerg.	3	1.8%
Pulmonary Edema	2	1.2%
Respiratory Failure	1	0.6%
Seizure	1	0.6%
Sore Throat	2	1.2%
Syncope/Fainting	5	3.1%
Trauma Injury	27	16.6%
Unconscious	1	0.6%
Unknown Medical	10	6.1%
Vomiting Blood	1	0.6%
Weakness	12	7.4%
Left Blank	30	18.4%
<b>Total</b>	<b>163</b>	<b>100.0%</b>



## Runs by Dispatch (EMD) Code

<u>Description</u>	<u>#</u>	<u>%</u>
10 Chest Pain [non-traumatic]	10	6.1%
12 Convulsions/Seizures	1	0.6%
13 Diabetic	2	1.2%
16 Eye Problems/Injuries	1	0.6%
17 Falls	22	13.5%
18 Headache	3	1.8%
19 Heart Problems A.I.D.C	1	0.6%
2 Allergies/Envenomations	1	0.6%
21 Hemorrhage/Lacerations	2	1.2%
23 Overdose/poisoning	3	1.8%
25 Psychiatric/Abnormal behavior/Suicide Attempt	9	5.5%
26 Sick Person	31	19.0%
28 Stroke [CVA]	5	3.1%
29 Traffic/Accidents	24	14.7%
30 Traumatic Injuries	6	3.7%
31 Unconscious/Fainting	7	4.3%
32 Unknown Problem	6	3.7%
6 Breathing Problems	14	8.6%
88 Not applicable	1	0.6%
9 Cardiac or Respiratory Arrest/Death	2	1.2%
99 Unknown	3	1.8%
<i>Left Blank</i>	9	5.5%
<i>Total</i>	163	100.0%

**Transport From (Category)**

	<u>#</u>	<u>%</u>
Residence (Home)	23	14.1%
Scene of Accident or Acute Event	15	9.2%
--Left Blank--	125	76.7%
<i>Total</i>	163	100.0%

**Transport From (Facility)**

	<u>#</u>	<u>%</u>
--Left Blank--	163	100.0%
<i>Total</i>	163	100.0%

**Transport To (Destination Facility)**

	<u>#</u>	<u>%</u>
St Mary Livonia ER	80	49.1%
--Left Blank--	45	27.6%
St Joe Ann Arbor ER	10	6.1%
UNIVERSITY OF MICHIGAN ER	9	5.5%
Providence Park ER-Novi	7	4.3%
Henry Ford West Bloomfield	4	2.5%
No transport	4	2.5%
Botsford Hospital ER	1	0.6%
Beaumont Hospital Royal Oak	1	0.6%
Oakwood Main	1	0.6%
Oakwood Canton	1	0.6%
<i>Total</i>	163	100.0%

## Incident Summary by Incident Type

Date Range: From 4/1/2017 To 4/30/2017

**Incident Type(s) Selected: All**

<b>Incident Type</b>	<b>Incident Count</b>	<b>Used in Ave. Resp.</b>	<b>Average Response Time hh:mm:ss</b>	<b>Total Loss</b>	<b>Total Value</b>
Fire	3	3	00:06:18	\$7,200.00	\$311,200.00
EMS/Rescue	160	141	00:06:35	\$0.00	\$0.00
Hazardous Condition	9	9	00:07:08	\$0.00	\$0.00
Service Call	21	16	00:06:40	\$0.00	\$0.00
Good Intent	23	3	00:10:48	\$0.00	\$0.00
False Call	21	18	00:06:20	\$0.00	\$0.00
Other	3	2	00:03:00	\$0.00	\$0.00
<b>Totals</b>	<b>240</b>	<b>192</b>		<b>\$7,200.00</b>	<b>\$311,200.00</b>

# PLYMOUTH LIONS CLUB

Post Office Box 701159  
Plymouth, Michigan 48170-0960



5-11-2017

Sparky:

As always - you were a big hit with the kids.

I want to Thank You and your fellow Fire Fighters for your continued support of the Plymouth Lions Club Easter Egg Hunt.

Looking forward to next year.

Thanks again

Jo Ellen Hincker  
Plymouth Lions Club  
Easter Egg Hunt - chair

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES MEETING  
MAY 23, 2017**

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

FUND NAME	FUND NUMBERS	PRO-FORMA INVOICES	
		ALREADY PAID	2017 INVOICES TO BE PAID
General Fund	101	37,767.20	48,374.84
Solid Waste Fund	226	498.00	10.75
Improvement Revolving (Capital)	246	0	64,913.75
Drug Forfeiture Fund	265	0	0.00
Drug Forfeiture Fund	266	0	0.00
Golf Course Fund	510	291.59	8,813.42
Senior Transportation	588	182.31	442.25
Water/Sewer Fund	592	312,615.28	229,355.49
Trust and Agency	701	0.00	14,230.00
Police Bond Fund	702	8,949.00	0.00
Tax Pool	703	69,933.04	0.00
Special Assessment Capital	805	29.65	7,263.80
<b>TOTALS:</b>		430,266.07	373,404.30
<b>GRAND TOTAL FOR MAY 23, 2017 PAYABLES:</b>		803,670.37	

## Charter Township of Plymouth AP Invoice Listing - Board Report

**VENDOR INFORMATION****INVOICE INFORMATION**

<b>Dornbos Sign, Inc.</b> Custom Park signs <i>101-691-931.000</i> <i>101-691-931.000</i>	<i>Do Not Feed The Waterfowl Signs</i> <i>Freight</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$75.90</b> <b>05/24/2017</b> 66.15 9.75
<b>NAPA Auto Parts of Plymouth</b> wiper blades <i>101-336-863.000</i>	<i>wiper blades</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$18.16</b> <b>05/24/2017</b> 18.16
<b>CODE SAVVY CONSULTANTS LLC</b> SPRINKLER PLAN REVIEW <i>101-371-818.000</i>	<i>INV 1214 41605 ANN ARBOR ROAD PLASTI-PA</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$530.00</b> <b>05/24/2017</b> 530.00
<b>CODE SAVVY CONSULTANTS LLC</b> SPRINKLER PLAN REVIEW <i>101-371-818.000</i>	<i>INV 1225 BOSCH ROOM B317 PRE ACT</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$375.00</b> <b>05/24/2017</b> 375.00
<b>CORRIGAN OIL COMPANY</b> Fuel <i>592-291-863.000</i> <i>592-291-863.000</i> <i>592-291-863.000</i>	<i>Gas 87 - Ethanol</i> <i>Dyed Ultra Low Sulfur #2 Mix</i> <i>Fuel Tax Recap</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$1,679.41</b> <b>05/24/2017</b> 1,178.45 490.92 10.04
<b>CORRIGAN OIL COMPANY</b> Fuel <i>592-291-863.000</i> <i>592-291-863.000</i> <i>592-291-863.000</i>	<i>Gas 87 - Ethanol</i> <i>Dyed Ultra Low Sulfur #2 Mix</i> <i>Fuel Tax Recap</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$2,011.23</b> <b>05/24/2017</b> 1,135.86 862.67 12.70
<b>CORRIGAN OIL COMPANY</b> Fuel <i>592-291-863.000</i> <i>592-291-863.000</i> <i>592-291-863.000</i>	<i>Gas 87 - Ethanol</i> <i>Dyed Ultra Low Sulfur #2 Mix</i> <i>Fuel Tax Recap</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$1,548.52</b> <b>05/24/2017</b> 1,044.97 493.30 10.25
<b>DIAMOND PROCLEAN, LLC</b> COMMERCIAL WINDOW CLEANING <i>101-265-776.000</i>	<i>INVOICE 21533</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$1,695.00</b> <b>05/24/2017</b> 1,695.00
<b>HALT FIRE INC</b> E1 REPLACE WINDSHIELD <i>101-336-863.000</i>	<i>E1 REPLACE RIGHT WINDSHIELD</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$929.28</b> <b>05/24/2017</b> 929.28
<b>HALT FIRE INC</b> E3 HINGE REPLACEMENT <i>101-336-863.000</i>	<i>DOOR HINGE REPLACEMENT</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$170.32</b> <b>05/24/2017</b> 170.32
<b>HALT FIRE INC</b> R3 DOOR HINGE <i>101-336-863.000</i>	<i>R3 DOOR HINGE REPLACEMENT</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$85.50</b> <b>05/24/2017</b> 85.50
<b>HARRELL'S, LLC</b> 30-0-12 .08% Dim 100% PCU42 SOP Reg-Ton <i>510-510-737.000</i>	<i>30-0-12 .08% Dim 100% PCU4</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$5,335.00</b> <b>05/24/2017</b> 5,335.00
<b>M H R BILLING SERVICES</b> April billing		<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$270.00</b> <b>05/24/2017</b>

## Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION		INVOICE INFORMATION	
	101-336-727.000	April Billing fee	270.00
<b>MICHIGAN SURVEYORS SUPPLY, INC.</b>		<b>Invoice Amount:</b>	<b>\$525.00</b>
Tool		<b>Check Date:</b>	<b>05/24/2017</b>
	592-172-973.080	Transit Pole	525.00
<b>National Ladder &amp; Scaffold Co.</b>		<b>Invoice Amount:</b>	<b>\$550.48</b>
16' ladder		<b>Check Date:</b>	<b>05/24/2017</b>
	101-336-776.000	16' ladder	550.48
<b>PLM Lake &amp; Land Management Corp.</b>		<b>Invoice Amount:</b>	<b>\$150.00</b>
PLM LAKE AND LAND MANAGEMENT CORP		<b>Check Date:</b>	<b>05/24/2017</b>
	101-265-776.000	INVOICE# 184441	150.00
<b>SPALDING DEDECKER ASSOCIATES, INC.</b>		<b>Invoice Amount:</b>	<b>\$16,480.00</b>
Engineering Fees March 2017		<b>Check Date:</b>	<b>05/24/2017</b>
	101-400-818.000	73619 March 2017 Monthly Retainer	500.00
	101-400-818.000	73620 Lakes of Andover Planning	400.00
	101-400-818.000	73621 Inn at St. Johns	400.00
	701-100-014.000	73625 Edinburgh Estates	625.00
	701-100-014.000	763626 Picnic Basket	135.00
	701-100-014.000	763627 Jague Bldg Addition	292.50
	701-100-014.000	73628 Our Lady of Good Counsel	5,802.50
	701-100-014.000	73629 The Reserve Site Condo	640.00
	701-100-014.000	73631 Bosch Parking Lot Expansion	270.00
	701-100-014.000	73632 Undercover Self Storage	540.00
	701-100-014.000	76333 Lake Pointe Bible Church	67.50
	701-100-014.000	76364 LaCasa/Tuscany Reserve	857.50
	701-100-014.000	76365 Oerlikon	3,592.50
	701-100-014.000	73636 LOC Performance	585.00
	701-100-014.000	73637 Polytec Inc	822.50
	592-172-818.000	73638 Comcast 16GFY9403648CX	57.50
	592-172-818.000	73639 Comcast Livonia HyperBuild	345.00
	592-172-818.000	73640 Comcast CX15078866GFY17	345.00
	592-172-818.000	73641 UCI Underground - Sheldon Rd	202.50
<b>SPARTAN DISTRIBUTORS</b>		<b>Invoice Amount:</b>	<b>\$66.64</b>
Invoice 11740038 Nozzle Sprayer		<b>Check Date:</b>	<b>05/24/2017</b>
	510-510-737.000	Nozzle Sprayer & Freight	66.64
<b>SPARTAN DISTRIBUTORS</b>		<b>Invoice Amount:</b>	<b>\$82.02</b>
Invoice 11740037 HOC Spacers & screw plus freig		<b>Check Date:</b>	<b>05/24/2017</b>
	510-510-737.000	Hoc spacer, screw and freight	82.02
<b>SPARTAN DISTRIBUTORS</b>		<b>Invoice Amount:</b>	<b>\$1,224.27</b>
Invoice 22402062 Maintenance & Repairs Ground		<b>Check Date:</b>	<b>05/24/2017</b>
	510-510-737.000	Groundskeeper 4500 Maintenance & Repairs	1,224.27
<b>SUPERIOR MEDICAL WASTE</b>		<b>Invoice Amount:</b>	<b>\$180.00</b>
medical waste pick up		<b>Check Date:</b>	<b>05/24/2017</b>
	101-336-836.000	waste pick up	180.00
<b>W.J.O'NEIL COMPANY</b>		<b>Invoice Amount:</b>	<b>\$280.00</b>
BOILER PUMP SERVICE		<b>Check Date:</b>	<b>05/24/2017</b>
	101-265-776.000	INV 14578	280.00
<b>W.J.O'NEIL COMPANY</b>		<b>Invoice Amount:</b>	<b>\$1,098.53</b>
NO HEAT FROM rtu#2		<b>Check Date:</b>	<b>05/24/2017</b>



## Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION			INVOICE INFORMATION
	101-265-776.000	INV 15095	1,098.53
<b>W.J.O'NEIL COMPANY</b>			<b>Invoice Amount: \$1,278.53</b>
HVAC			<b>Check Date: 05/24/2017</b>
	101-265-776.000	INV 14577	1,278.53
<b>W.J.O'NEIL COMPANY</b>			<b>Invoice Amount: \$437.50</b>
HVAC			<b>Check Date: 05/24/2017</b>
	101-265-776.000	INV 14899	437.50
<b>NAPA Auto Parts of Plymouth</b>			<b>Invoice Amount: \$3.02</b>
Radar repair supplies Inv. 533047 4/3/17			<b>Check Date: 05/24/2017</b>
	101-305-863.000	Slide Terminal	3.02
<b>BATTERIES PLUS BULBS</b>			<b>Invoice Amount: \$230.16</b>
Misc Batteries Inv. 481-314802 4/11/17			<b>Check Date: 05/24/2017</b>
	101-325-727.000	3 Volt Lithium - 12 pack	103.80
	101-325-727.000	C Batteries	25.20
	101-325-727.000	AAA Batteries	25.92
	101-325-727.000	9 Volt	23.88
	101-325-727.000	AA Batteries	13.20
	101-325-727.000	D Batteries	38.16
<b>OCCUPATIONAL HEALTH CENTERS OF MI</b>			<b>Invoice Amount: \$146.50</b>
Comm. Center Applicant Pre-Employment Physical			<b>Check Date: 05/24/2017</b>
	101-325-818.000	Applicant Vanessa Goodwin	146.50
<b>DANULOFF, LYLE D., PHD.</b>			<b>Invoice Amount: \$600.00</b>
Police Officer Applicant Psychological Evaluation o			<b>Check Date: 05/24/2017</b>
	101-305-818.000	Evaluation for hire - Christopher Wilder	600.00
<b>GOODYEAR WHOLESALE</b>			<b>Invoice Amount: \$278.10</b>
Police Dept. Tires Inv. 44371558 4/12/17			<b>Check Date: 05/24/2017</b>
	101-305-863.000	265/70R17 Tires	278.10
<b>KONICA MINOLTA BUSINESS SOLUTIONS</b>			<b>Invoice Amount: \$72.65</b>
Maint. Agreement - Bizhub C364E Inv. 900335517			<b>Check Date: 05/24/2017</b>
	101-305-851.000	2/26/17 - 3/25/17 coverage dates	72.65
<b>SURE-FIT LAUNDRY CO.</b>			<b>Invoice Amount: \$45.00</b>
Prisoner Blanket Cleaning Inv 379333 3/30/17			<b>Check Date: 05/24/2017</b>
	101-325-851.000	Blanket Cleaning	45.00
<b>SURE-FIT LAUNDRY CO.</b>			<b>Invoice Amount: \$24.75</b>
Prisoner Blanket Cleaning Inv 360456 4-20-17			<b>Check Date: 05/24/2017</b>
	101-325-851.000	Blanket Cleaning	24.75
<b>WEST PAYMENT CENTER</b>			<b>Invoice Amount: \$236.36</b>
Clear Investigations Advanced Inv. 835853966 4/			<b>Check Date: 05/24/2017</b>
	101-305-960.000	March 1-31, 2017	236.36
<b>DELL MARKETING L.P.</b>			<b>Invoice Amount: \$209.99</b>
Quote 3000012821926.1			<b>Check Date: 05/24/2017</b>
	592-172-727.000	Ultrasharp 24 Monitor U2417H	209.99
<b>DELL MARKETING L.P.</b>			<b>Invoice Amount: \$973.47</b>
Quote 3000013074194.1			<b>Check Date: 05/24/2017</b>

## Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION		INVOICE INFORMATION	
	592-172-727.000	Optiplex7040 SFF/VisionTek Radeon HD	973.47
<b>HYDRO CORP</b>			<b>Invoice Amount: \$1,779.00</b>
Cross Connection Inspections & Reporting April-1			<b>Check Date: 05/24/2017</b>
	592-291-804.000	Cross Connection Inspections & Reporting	1,779.00
<b>NAPA Auto Parts of Plymouth</b>			<b>Invoice Amount: \$2.84</b>
Parts			<b>Check Date: 05/24/2017</b>
	592-291-863.000	Grease fitting	2.84
<b>NAPA Auto Parts of Plymouth</b>			<b>Invoice Amount: \$111.07</b>
Parts - 407			<b>Check Date: 05/24/2017</b>
	592-291-863.000	Battery	111.07
<b>OCCUPATIONAL HEALTH CENTERS OF MI</b>			<b>Invoice Amount: \$72.50</b>
DOT Physical			<b>Check Date: 05/24/2017</b>
	592-172-727.000	James Thomas	72.50
<b>JACK DOHENY COMPANIES INC</b>			<b>Invoice Amount: \$191.50</b>
Vactor parts			<b>Check Date: 05/24/2017</b>
	592-291-938.000	Lead hose	140.00
	592-291-938.000	Flexible hose guide	35.00
	592-291-938.000	Male coupler	16.50
<b>Goretski Construction Company</b>			<b>Invoice Amount: \$4,830.00</b>
Sidewalk replacement - mainbreak restoration			<b>Check Date: 05/24/2017</b>
	592-291-932.000	Gov Bradford	2,280.00
	592-291-932.000	Ann Arbor & Rocker	1,750.00
	592-291-932.000	Hammill Lane	800.00
<b>GRAINGER, W.W., INC.</b>			<b>Invoice Amount: \$243.75</b>
Shop supplies			<b>Check Date: 05/24/2017</b>
	592-172-776.000	Sweeping Compound	243.75
<b>RICOH USA, INC.</b>			<b>Invoice Amount: \$282.55</b>
Service agreement			<b>Check Date: 05/24/2017</b>
	592-172-727.000	Ricoh 4/1/2017 - 6/30/2017	217.80
	101-253-727.000	Ricoh 4/1/2017 - 6/30/2017	64.75
<b>KNIGHT TECHNOLOGY GROUP, INC.</b>			<b>Invoice Amount: \$150.00</b>
Firewall Monitoring - May 2017			<b>Check Date: 05/24/2017</b>
	101-290-941.000	Firewall Monitoring - May 2017	150.00
<b>KONICA MINOLTA BUSINESS SOLUTIONS</b>			<b>Invoice Amount: \$215.09</b>
Maintenance 3/1/17 - 3/31/17			<b>Check Date: 05/24/2017</b>
	101-171-727.000	C454e Copier Maintenance	45.17
	101-201-851.000	Maint.	8.60
	101-400-851.000	Maint.	10.75
	226-226-727.000	Maint.	10.75
	592-172-727.000	Maint	139.82
<b>B S &amp; A SOFTWARE</b>			<b>Invoice Amount: \$2,750.00</b>
Annual Service/Support Special Assessment & Tax			<b>Check Date: 05/24/2017</b>
	101-290-941.000	Annual Service/Support Spec Asses Tax	2,750.00
<b>BADER &amp; SONS CO.</b>			<b>Invoice Amount: \$40.66</b>
Repairs			<b>Check Date: 05/24/2017</b>

## Charter Township of Plymouth AP Invoice Listing - Board Report

**VENDOR INFORMATION****INVOICE INFORMATION**

	101-691-863.000	John Deere 1600 - Valve stem	40.66
<b>BORNEMAN, DAVID L.L.C.</b> Prescribed burn at Twp Park	101-691-931.000	Prescribed burn at Twp Park 4/10/17	<b>Invoice Amount:</b> \$1,595.00 <b>Check Date:</b> 05/24/2017 1,595.00
<b>BLACKWELL FORD INC.</b> Senior Bus Repair Invoice # 125388	588-588-863.000	Senior Trans # 125388	<b>Invoice Amount:</b> \$442.25 <b>Check Date:</b> 05/24/2017 442.25
<b>OCCUPATIONAL HEALTH CENTERS OF MI</b> Physical new employee A. Loudon	101-336-835.000	Physical for Andrew W Loudon 4/27/17	<b>Invoice Amount:</b> \$744.50 <b>Check Date:</b> 05/24/2017 744.50
<b>CORPORATE CLEANING GROUP INC</b> PLYMOUTH DPW	592-172-776.000	INV 1091	<b>Invoice Amount:</b> \$405.00 <b>Check Date:</b> 05/24/2017 405.00
<b>CORPORATE CLEANING GROUP INC</b> MONTHLY CLEANING	101-265-776.000 101-265-858.000 101-305-776.000	MONTHLY CLEANING INVOICE 1092 STRIP AND WAX FRIENDSHIP STATION HAZ MAT CLEANS, TWO	<b>Invoice Amount:</b> \$3,643.00 <b>Check Date:</b> 05/24/2017 2,079.00 1,389.00 175.00
<b>DON'S SMALL ENGINE</b> Tune up parts	101-691-931.000	Small engine equipment - parts	<b>Invoice Amount:</b> \$384.76 <b>Check Date:</b> 05/24/2017 384.76
<b>GMIS International</b> GMIS Membership Dues	101-201-960.000	GMIS Membership Renewal	<b>Invoice Amount:</b> \$100.00 <b>Check Date:</b> 05/24/2017 100.00
<b>HARD ROCK CONCRETE INC.</b> Final Invoice 2012 Sidewalk Program	805-805-970.005	Final Invoice 2012 Sidewalk Program	<b>Invoice Amount:</b> \$7,263.80 <b>Check Date:</b> 05/24/2017 7,263.80
<b>IAFC MEMBERSHIP</b> Chief's membership	101-336-727.000	Membership June 2017-June 2018'	<b>Invoice Amount:</b> \$209.00 <b>Check Date:</b> 05/24/2017 209.00
<b>K &amp; D PLUMBING, INC.</b> Repairs	101-691-931.000	1 1/2" copper repair	<b>Invoice Amount:</b> \$225.00 <b>Check Date:</b> 05/24/2017 225.00
<b>K &amp; D PLUMBING, INC.</b> TOWNSHIP PARK REPAIRS	101-691-931.000	REPAIRS REQUESTED BY STEVE RAPSON	<b>Invoice Amount:</b> \$770.00 <b>Check Date:</b> 05/24/2017 770.00
<b>KONICA MINOLTA BUSINESS SOLUTIONS</b> Printer/Copier - Assessor - April 2017	101-209-727.000	April 2017 Assessor	<b>Invoice Amount:</b> \$2.40 <b>Check Date:</b> 05/24/2017 2.40
<b>KSS Enterprises</b> Misc Park Supplies - invoice # 1034505	101-691-931.000	Misc Park Supplies # 1034505	<b>Invoice Amount:</b> \$229.82 <b>Check Date:</b> 05/24/2017 229.82

## Charter Township of Plymouth AP Invoice Listing - Board Report

**VENDOR INFORMATION****INVOICE INFORMATION**

<b>M A H O</b> MAHO TRAINING <i>101-371-958.000</i>	<i>2017 TRAINING &amp; MEMBERSHIP</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$90.00</b> <b>05/24/2017</b> <i>90.00</i>
<b>MICHIGAN MUNICIPAL LEAGUE</b> Classified Ad for Police Officer <i>101-305-727.000</i>	<i>Classified Ad for Police Officer</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$102.20</b> <b>05/24/2017</b> <i>102.20</i>
<b>Ferguson Waterworks #3386</b> Meter supplies <i>592-172-780.000</i>	<i>1 x 2 5/8 Mtr Coup</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$219.15</b> <b>05/24/2017</b> <i>219.15</i>
<b>Ferguson Waterworks #3386</b> Meter supplies <i>592-172-780.000</i>	<i>1 x 2 5/8 Mtr Coup</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$657.45</b> <b>05/24/2017</b> <i>657.45</i>
<b>PLM Lake &amp; Land Management Corp.</b> WEED AND ALGAE TREATMENT FOR 2017 SEASO <i>101-265-776.000</i>	<i>INVOICE 15702</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$1,650.00</b> <b>05/24/2017</b> <i>1,650.00</i>
<b>AIRGAS USA, LLC</b> Rent Cyl <i>101-336-836.000</i>	<i>Rent Cyl Oxygen/hazmat</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$319.80</b> <b>05/24/2017</b> <i>319.80</i>
<b>R.D.REOME COMPANY</b> Maintenance <i>592-172-818.000</i>	<i>Canon Maint. agreement 5/1/17 - 5/1/18</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$270.00</b> <b>05/24/2017</b> <i>270.00</i>
<b>SEHI COMPUTER PRODUCTS</b> Print Cartridge - Laserjet 3015 <i>592-172-727.000</i> <i>592-172-727.000</i>	<i>Print Cartridge - Laserje3015t</i> <i>Freight</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$118.71</b> <b>05/24/2017</b> <i>112.71</i> <i>6.00</i>
<b>Sheldon Road Auto Service</b> Tires - Estimate C-059762 <i>101-691-863.000</i> <i>101-691-863.000</i> <i>101-691-863.000</i>	<i>Truck tires</i> <i>Wheel Balance</i> <i>Service supplles</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$644.23</b> <b>05/24/2017</b> <i>633.88</i> <i>10.00</i> <i>0.35</i>
<b>Trugreen Processing Center</b> Lawn Service Sta#3 <i>101-336-776.000</i>	<i>Lawn Service Sta#2</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$164.35</b> <b>05/24/2017</b> <i>164.35</i>
<b>Trugreen Processing Center</b> Lawn service <i>101-336-776.000</i>	<i>Lawn Service Sta #3</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$99.25</b> <b>05/24/2017</b> <i>99.25</i>
<b>Trugreen Processing Center</b> LAWN SERVICES TWP HALL AND FIRESTATION <i>101-265-776.000</i>	<i>INVOICE 63046395</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$293.49</b> <b>05/24/2017</b> <i>293.49</i>
<b>WAYNE COUNTY</b> 3/17 Traffic Signal Energy <i>101-446-920.000</i>	<i>Traf Sig Energy 3/17</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$120.76</b> <b>05/24/2017</b> <i>120.76</i>
<b>Physio-Control, Inc.</b> 3 lifepaks		<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$1,526.85</b> <b>05/24/2017</b>

## Charter Township of Plymouth AP Invoice Listing - Board Report

**VENDOR INFORMATION****INVOICE INFORMATION**

	101-691-978.000	Pavilion expense	508.95
	101-691-978.000	Soccer Park expense	508.95
	101-691-978.000	Baseball Park expense	508.95
<b>LB Office</b>			<b>Invoice Amount: \$1,350.00</b>
Chairmats Electric Punch Shredder			<b>Check Date: 05/24/2017</b>
	101-253-978.000	Shredder Fellows 2250	1,350.00
<b>ALPHAGRAPHICS #336</b>			<b>Invoice Amount: \$285.88</b>
ORDINANCE VIOLATIONS DOOR HANGER			<b>Check Date: 05/24/2017</b>
	101-371-727.000	ESTIMATE 22766	285.88
<b>A.S.C., INC</b>			<b>Invoice Amount: \$86.00</b>
Check Comm. Television Inv. 42796 4-17-17			<b>Check Date: 05/24/2017</b>
	101-325-851.000	Labor Security Tech Service	86.00
<b>A.S.C., INC</b>			<b>Invoice Amount: \$86.00</b>
Connet new tv to existing DVR Inv. 42765 4-12-1			<b>Check Date: 05/24/2017</b>
	101-325-851.000	Labor Security Tech Service	86.00
<b>ALLIE BROTHERS UNIFORMS</b>			<b>Invoice Amount: \$215.97</b>
Uniform Equip/Ofc. Fetter Inv. 65441 4-19-17			<b>Check Date: 05/24/2017</b>
	101-305-758.000	L/S Shirt	143.97
	101-305-758.000	Turtleneck	72.00
<b>Best Electric Service Technologies</b>			<b>Invoice Amount: \$1,515.00</b>
Proposal/Estimate for Inspecting/retreating Ball P			<b>Check Date: 05/24/2017</b>
	101-691-931.000	Complete Pole Inspections	828.00
	101-691-931.000	Interaled & Fumed Poles	322.00
	101-691-931.000	Trip Charge	365.00
<b>BLACKWELL FORD INC.</b>			<b>Invoice Amount: \$444.81</b>
Oil Change and Filter Replacement			<b>Check Date: 05/24/2017</b>
	101-691-863.000	Labor	325.96
	101-691-863.000	Parts	124.41
	101-691-863.000	Less Insurance	(5.56)
<b>BLACKWELL FORD INC.</b>			<b>Invoice Amount: \$44.34</b>
Vehicle Repair/C41292 Inv. 121800 2/27/17			<b>Check Date: 05/24/2017</b>
	101-305-863.000	Oil change	44.34
<b>BLACKWELL FORD INC.</b>			<b>Invoice Amount: \$42.34</b>
Vehicle Repair/126605 Inv. 122170 3-7-17			<b>Check Date: 05/24/2017</b>
	101-305-863.000	Oil change	42.34
<b>BLACKWELL FORD INC.</b>			<b>Invoice Amount: \$793.95</b>
Vehicle Repair/C41292 Inv. 122490 3-14-17			<b>Check Date: 05/24/2017</b>
	101-305-863.000	Vehicle Repair	793.95
<b>BLACKWELL FORD INC.</b>			<b>Invoice Amount: \$42.34</b>
Vehicle Repair/C41291 Inv. 123256 3-28-17			<b>Check Date: 05/24/2017</b>
	101-305-863.000	Oil change	42.34
<b>BLACKWELL FORD INC.</b>			<b>Invoice Amount: \$42.34</b>
Vehicle Repair/124316 Inv. 123461 3-30-17			<b>Check Date: 05/24/2017</b>
	101-305-863.000	Oil change	42.34

## Charter Township of Plymouth AP Invoice Listing - Board Report

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<b>BLACKWELL FORD INC.</b>		<b>Invoice Amount:</b>	<b>\$42.34</b>
Vehicle Repair/A13226 Inv. 124166 4-12-17		<b>Check Date:</b>	<b>05/24/2017</b>
<i>101-305-863.000</i>	<i>Oil change</i>		<i>42.34</i>
<b>HEMMING,POLACZYK,CRONIN,SMITH,</b>		<b>Invoice Amount:</b>	<b>\$15,803.13</b>
Legal Services April 2017 (KEVIN BENNETT)		<b>Check Date:</b>	<b>05/24/2017</b>
<i>101-305-826.000</i>	<i>Ordinance Prosecutions</i>		<i>5,423.25</i>
<i>101-801-826.000</i>	<i>Community Development</i>		<i>958.12</i>
<i>101-290-826.000</i>	<i>Admin</i>		<i>5,974.00</i>
<i>101-290-826.000</i>	<i>Misc.</i>		<i>9.00</i>
<i>592-172-830.000</i>	<i>Water and Sewer</i>		<i>393.75</i>
<i>101-290-826.000</i>	<i>Cable</i>		<i>538.13</i>
<i>101-371-826.000</i>	<i>Building Dept.</i>		<i>236.25</i>
<i>101-336-826.000</i>	<i>Fire</i>		<i>1,837.50</i>
<i>592-172-830.000</i>	<i>Public Services</i>		<i>433.13</i>
<b>MOBILE COMMUNICATION SERVICES INC</b>		<b>Invoice Amount:</b>	<b>\$738.50</b>
Radio Repair Inv. 54273 4-12-17		<b>Check Date:</b>	<b>05/24/2017</b>
<i>101-325-851.000</i>	<i>Replaced Power Supply/new batteries</i>		<i>738.50</i>
<b>NORTHVILLE CAR WASH, INC.</b>		<b>Invoice Amount:</b>	<b>\$90.00</b>
March Car Washes		<b>Check Date:</b>	<b>05/24/2017</b>
<i>101-305-863.000</i>	<i>March car washes</i>		<i>90.00</i>
<b>NORTHVILLE, CHARTER TOWNSHIP OF</b>		<b>Invoice Amount:</b>	<b>\$382.50</b>
April 2017 Five Mile Road Corridor Proj. (5/12 inv		<b>Check Date:</b>	<b>05/24/2017</b>
<i>101-400-818.000</i>	<i>Apr 2017 5 Mile Corridor Project CoPay</i>		<i>382.50</i>
<b>OFFICEMAX INCORPORATED</b>		<b>Invoice Amount:</b>	<b>\$151.20</b>
Office Supplies - Police Dept. Inv. 672910 4-13-17		<b>Check Date:</b>	<b>05/24/2017</b>
<i>101-305-727.000</i>	<i>Misc. Office Supplies</i>		<i>151.20</i>
<b>GUARDIAN ALARM CO</b>		<b>Invoice Amount:</b>	<b>\$105.00</b>
Hilltop Golf Course Alarm May 2017		<b>Check Date:</b>	<b>05/24/2017</b>
<i>510-510-737.000</i>	<i>Hilltop Golf Course Alarm May 2017</i>		<i>105.00</i>
<b>GUARDIAN ALARM CO</b>		<b>Invoice Amount:</b>	<b>\$102.17</b>
Hilltop Golf Course Alarm April 2017		<b>Check Date:</b>	<b>05/24/2017</b>
<i>510-510-737.000</i>	<i>Hilltop Golf Course Alarm April 2017</i>		<i>102.17</i>
<b>WESTERN TWNSPS UTILITIES AUTHORITY</b>		<b>Invoice Amount:</b>	<b>\$163,560.08</b>
2012 Series Bond Interest		<b>Check Date:</b>	<b>05/24/2017</b>
<i>592-968-969.000</i>	<i>2012 Series Bond Interest</i>		<i>163,560.08</i>
<b>WESTERN TWNSPS UTILITIES AUTHORITY</b>		<b>Invoice Amount:</b>	<b>\$47,812.32</b>
2009 Series Bond Interest		<b>Check Date:</b>	<b>05/24/2017</b>
<i>592-968-969.000</i>	<i>2009 Series Bond Interest</i>		<i>47,812.32</i>
<b>SPARTAN DISTRIBUTORS</b>		<b>Invoice Amount:</b>	<b>\$238.07</b>
Invoice 22403062 Acme Golf Sprklr		<b>Check Date:</b>	<b>05/24/2017</b>
<i>510-510-737.000</i>	<i>Invoice 22403062 Acme Golf Sprklr</i>		<i>238.07</i>
<b>SPENCER OIL COMPANY</b>		<b>Invoice Amount:</b>	<b>\$905.13</b>
Gasoline for Hilltop 512 Gals Oct Unl		<b>Check Date:</b>	<b>05/24/2017</b>
<i>510-510-737.000</i>	<i>Gasoline for Hilltop 512 Gals Oct Unl</i>		<i>905.13</i>

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**VENDOR INFORMATION****INVOICE INFORMATION**

<b>SPENCER OIL COMPANY</b>		<b>Invoice Amount:</b>	<b>\$755.12</b>
Gasoline for Hilltop 443.4 Gals Diesel		<b>Check Date:</b>	<b>05/24/2017</b>
	<i>510-510-737.000</i>		<i>755.12</i>
	<i>443.4 Gal</i>		
<b>US BANK</b>		<b>Invoice Amount:</b>	<b>\$64,913.75</b>
2007 underpass bond		<b>Check Date:</b>	<b>05/24/2017</b>
	<i>246-246-995.000</i>		<i>14,913.75</i>
			<i>2007 Underpass Bond Interest</i>
	<i>246-246-995.000</i>		<i>50,000.00</i>
			<i>2007 Underpass Bond Princ</i>
<b>Total Amount to be Disbursed:</b>			<b>\$373,404.30</b>

## Charter Township of Plymouth AP Invoice Listing - Board Report

**VENDOR INFORMATION****INVOICE INFORMATION**

<b>35TH DISTRICT COURT</b> POLICE BOND 4/26/2017	<i>702-100-087.000</i>	<i>5734</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$100.00</b> <b>05/17/2017</b> <i>100.00</i>
<b>35TH DISTRICT COURT</b> POLICE BOND 4/27/2017	<i>702-100-087.000</i>	<i>5735</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$500.00</b> <b>05/17/2017</b> <i>500.00</i>
<b>35TH DISTRICT COURT</b> POLICE BOND 4/28/2017	<i>702-100-087.000</i>	<i>5736</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$300.00</b> <b>05/17/2017</b> <i>300.00</i>
<b>35TH DISTRICT COURT</b> POLICE BOND 5/1/2017	<i>702-100-087.000</i>	<i>5738</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$1,450.00</b> <b>05/17/2017</b> <i>300.00</i>
	<i>702-100-087.000</i>	<i>5739</i>		<i>150.00</i>
	<i>702-100-087.000</i>	<i>5740</i>		<i>500.00</i>
	<i>702-100-087.000</i>	<i>5742</i>		<i>500.00</i>
<b>35TH DISTRICT COURT</b> POLICE BOND 5/2/2017	<i>702-100-087.000</i>	<i>5744</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$800.00</b> <b>05/17/2017</b> <i>500.00</i>
	<i>702-100-087.000</i>	<i>5745</i>		<i>300.00</i>
<b>35TH DISTRICT COURT</b> POLICE BOND 5/4/2017	<i>702-100-087.000</i>	<i>5746</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$790.00</b> <b>05/17/2017</b> <i>150.00</i>
	<i>702-100-087.000</i>	<i>5747</i>		<i>140.00</i>
	<i>702-100-087.000</i>	<i>5748</i>		<i>500.00</i>
<b>35TH DISTRICT COURT</b> POLICE BOND 5/5/2017	<i>702-100-087.000</i>	<i>5749</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$100.00</b> <b>05/17/2017</b> <i>100.00</i>
<b>52-4 DIVISION DISTRICT COURT</b> Police Bond 5/1/2017	<i>702-100-087.000</i>	<i>5737</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$500.00</b> <b>05/17/2017</b> <i>500.00</i>
<b>35TH DISTRICT COURT</b> POLICE BOND 5/8/2017	<i>702-100-087.000</i>	<i>5751</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$1,394.00</b> <b>05/17/2017</b> <i>500.00</i>
	<i>702-100-087.000</i>	<i>5752</i>		<i>300.00</i>
	<i>702-100-087.000</i>	<i>5753</i>		<i>594.00</i>
<b>16TH DISTRICT COURT</b> Police Bond 5/15/2017	<i>702-100-087.000</i>	<i>5760</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$1,000.00</b> <b>05/17/2017</b> <i>1,000.00</i>
<b>35TH DISTRICT COURT</b> POLICE BOND 5/12/2017	<i>702-100-087.000</i>	<i>5755</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$1,215.00</b> <b>05/17/2017</b> <i>1,215.00</i>
<b>35TH DISTRICT COURT</b> POLICE BOND 5/15/17	<i>702-100-087.000</i>	<i>5758</i>	<b>Invoice Amount:</b> <b>Check Date:</b>	<b>\$800.00</b> <b>05/17/2017</b> <i>500.00</i>
	<i>702-100-087.000</i>	<i>5761</i>		<i>300.00</i>



**Charter Township of Plymouth  
AP Invoice Listing - Board Report**

**VENDOR INFORMATION**

**INVOICE INFORMATION**

**Total Amount to be Disbursed:**

**\$8,949.00**

## Charter Township of Plymouth AP Invoice Listing - Board Report

**VENDOR INFORMATION****INVOICE INFORMATION**

<b>FRITZ, MIKE</b>			<b>Invoice Amount:</b>	<b>\$15.00</b>
Reimbursement for Boot Repair on 4/29/17			<b>Check Date:</b>	<b>05/17/2017</b>
	101-305-758.000	Boot Repair		15.00
<b>BLUE CROSS/BLUE SHIELD OF MICHIGAN</b>			<b>Invoice Amount:</b>	<b>\$5,357.10</b>
Retiree Health June 2017			<b>Check Date:</b>	<b>05/17/2017</b>
	101-336-714.000	Belsky		535.71
	101-336-714.000	Honke		535.71
	101-336-714.000	Knupp		535.71
	101-336-714.000	Maas		535.71
	101-336-714.000	Mothersbaugh		535.71
	101-336-714.000	MothersbaughS		535.71
	101-336-714.000	Belsky B		535.71
	101-336-714.000	Hagopian G		535.71
	101-336-714.000	Knupp :		535.71
	101-305-714.000	Jarvis		535.71
<b>COMCAST</b>			<b>Invoice Amount:</b>	<b>\$194.85</b>
Cable service May 2017			<b>Check Date:</b>	<b>05/17/2017</b>
	101-691-931.000	Lakepointe Soccer fields		64.95
	101-336-921.000	FS#3		64.95
	101-325-853.000	Video arraignment		64.95
<b>DTE ENERGY</b>			<b>Invoice Amount:</b>	<b>\$5,473.60</b>
DTE Service - Municipal Street Light - April 2017			<b>Check Date:</b>	<b>05/17/2017</b>
	101-446-920.000	DTE - March Municipal Street Light		5,473.60
<b>GFL Environmental USA, Inc.</b>			<b>Invoice Amount:</b>	<b>\$744.75</b>
DPW STREET SWEEPING DEBRIS			<b>Check Date:</b>	<b>05/17/2017</b>
	592-172-776.000	PICKUP/RETURN		350.00
	592-172-776.000	7.99 TONS / \$25 per ton		199.75
	592-172-776.000	7.80 TONS / \$25 per ton		195.00
<b>GFL Environmental USA, Inc.</b>			<b>Invoice Amount:</b>	<b>\$390.00</b>
APR 2017 DPW RESIDENTIAL RECYCLE CENTER			<b>Check Date:</b>	<b>05/17/2017</b>
	226-226-810.000	04/12/17 PAPER RECYCLE		195.00
	226-226-810.000	04/12/17 PLASTIC RECYCLE		195.00
<b>GFL Environmental USA, Inc.</b>			<b>Invoice Amount:</b>	<b>\$1,145.00</b>
TWP FACILITIES - MAY 2017 Fees			<b>Check Date:</b>	<b>05/17/2017</b>
	101-691-931.000	TWP PARK TRASH/RECYCLE/YARDWASTE		445.00
	101-336-776.000	FIRE STN 3 TRASH		45.00
	101-691-931.000	LK PNT SOCCER PARK TRASH		90.00
	101-265-776.000	TWP HALL TRASH/RECYCLE		225.00
	592-172-776.000	DPW TRASH		90.00
	510-510-737.000	HILL TOP GOLF COURSE TRASH/RECYCLE		205.00
	101-336-776.000	FIRE STN 2 TRASH		45.00
<b>VERIZON WIRELESS</b>			<b>Invoice Amount:</b>	<b>\$842.54</b>
April 2017 Wireless Billing Acct #2			<b>Check Date:</b>	<b>05/17/2017</b>
	592-172-853.000	DPW wireless devices		418.73
	101-201-853.000	Info services wireless devices		0.27
	101-325-853.000	PD dispatch wireless devices		52.54
	101-336-853.000	Fire wireless devices		120.05
	101-691-853.000	Park foreman wireless device		40.01
	805-805-970.005	Sidewalk Inspector wireless device		29.65
	226-226-853.000	Solid waste wireless device		52.05

## Charter Township of Plymouth AP Invoice Listing - Board Report

**VENDOR INFORMATION****INVOICE INFORMATION**

	588-588-853.000	Senior Transportation wireless device	129.24
<b>VERIZON WIRELESS</b>			<b>Invoice Amount: \$1,291.32</b>
April 2017 Wireless Bills			<b>Check Date: 05/17/2017</b>
	592-172-853.000	DPW wireless devices	164.11
	101-201-853.000	Info services wireless devices	60.56
	101-253-853.000	Treasurer	50.00
	101-336-853.000	Fire wireless devices	300.61
	101-691-853.000	Park foreman wireless device	50.00
	101-305-853.000	Police wireless devices	405.15
	101-371-853.000	Building wireless devices	260.89
<b>WCA ASSESSING</b>			<b>Invoice Amount: \$526.16</b>
WCA Assessing - Special Biling - Full Tribunal Lim			<b>Check Date: 05/17/2017</b>
	101-209-826.000	Special Billing April 2017 (see above)	526.16
<b>WCA ASSESSING</b>			<b>Invoice Amount: \$98.55</b>
WCA Assessing Legal Servioeces April 2017			<b>Check Date: 05/17/2017</b>
	101-209-826.000	Legal Services April 2017	98.55
<b>WOW! BUSINESS</b>			<b>Invoice Amount: \$118.30</b>
Internet Friendship Station - May 2017			<b>Check Date: 05/17/2017</b>
	101-265-854.000	Internet Friendship Station - May 2017	7.10
	101-265-854.000	Internet	111.20
<b>WOW! BUSINESS</b>			<b>Invoice Amount: \$18.33</b>
Internet Friendship Station Service Charges - 5-17			<b>Check Date: 05/17/2017</b>
	101-265-854.000	Service Charges 5-17	17.23
	588-588-921.000	Service Charges 5-17	1.10
<b>A T &amp; T</b>			<b>Invoice Amount: \$623.43</b>
Video Arraignment - May 2017			<b>Check Date: 05/17/2017</b>
	101-325-853.000	Video Arraignment May 2017	623.43
<b>A T &amp; T</b>			<b>Invoice Amount: \$5,089.70</b>
ATT Bill- April 2017			<b>Check Date: 05/17/2017</b>
	101-201-853.000	Information Services	275.45
	101-209-853.000	Assessing	171.68
	101-371-853.000	Building	305.38
	101-336-853.000	Fire	1,034.69
	101-305-853.000	Police	809.87
	101-171-853.000	Supervisor	367.58
	101-253-853.000	Treasurer	238.30
	101-215-853.000	Clerk	368.86
	101-400-853.000	Community Development	443.62
	101-325-853.000	Dispatch	392.31
	226-226-853.000	Solid Waste	38.95
	592-172-853.000	Water/Sewer	350.39
	592-291-805.000	Water/Sewer	129.84
	101-265-854.000	Twp Hall	46.57
	101-691-853.000	Park	116.21
<b>Brams, Susan</b>			<b>Invoice Amount: \$59.67</b>
Refreshments for Friendship Station Event - Coffe			<b>Check Date: 05/17/2017</b>
	101-171-727.000	Kroger - Muffins for Event 4-28-17	59.67
<b>MACDONALD, KENNETH E.</b>			<b>Invoice Amount: \$583.94</b>
BUILDING INSPECTOR TRAINING			<b>Check Date: 05/17/2017</b>

## Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION	INVOICE INFORMATION		
	<i>101-371-960.000</i>	<i>SPRING CONFERENCE</i>	<i>583.94</i>
<b>PLYMOUTH POSTMASTER</b> Postage			<b>Invoice Amount: \$2,000.00</b>
	<i>592-172-730.000</i>	<i>Permit #218 May 2017</i>	<b>Check Date: 05/17/2017</b> <i>2,000.00</i>
<b>HAMMYE, AMY</b> Milegae thru 1/4/17 thru 5/12/17			<b>Invoice Amount: \$207.58</b>
	<i>101-253-727.000</i>	<i>Milegae thru 1/4/17 thru 5/12/17</i>	<b>Check Date: 05/17/2017</b> <i>207.58</i>
<b>PLYMOUTH POSTMASTER</b> Post Office Box Annual Fee			<b>Invoice Amount: \$1,190.00</b>
	<i>101-253-831.000</i>	<i>Post Office Box Annual Fee</i>	<b>Check Date: 05/17/2017</b> <i>1,190.00</i>
<b>Total Amount to be Disbursed:</b>			<b>\$25,969.82</b>

## Charter Township of Plymouth AP Invoice Listing - Board Report

**VENDOR INFORMATION****INVOICE INFORMATION**

<b>A T &amp; T</b>		<b>Invoice Amount:</b>	<b>\$1,823.27</b>
ATT Bill- April-May 2017		<b>Check Date:</b>	<b>05/10/2017</b>
	101-201-853.000	Information Services	98.67
	101-209-853.000	Assessing	61.50
	101-371-853.000	Building	109.40
	101-336-853.000	Fire	370.65
	101-305-853.000	Police	290.12
	101-171-853.000	Supervisor	131.68
	101-253-853.000	Treasurer	85.37
	101-215-853.000	Clerk	132.13
	101-400-853.000	Community Development	158.92
	101-325-853.000	Dispatch	140.54
	226-226-853.000	Solid Waste	13.95
	592-172-853.000	Water/Sewer	125.54
	592-291-805.000	Water/Sewer	46.51
	101-265-854.000	Twp Hall	16.68
	101-691-853.000	Park	41.61
<b>A T &amp; T</b>		<b>Invoice Amount:</b>	<b>\$106.68</b>
FS#2 Meterline - May 2017		<b>Check Date:</b>	<b>05/10/2017</b>
	101-336-921.000	FS #2 - May 2017	106.68
<b>ADP INC</b>		<b>Invoice Amount:</b>	<b>\$424.91</b>
Payroll processing for period ending 4-23-17		<b>Check Date:</b>	<b>05/10/2017</b>
	101-290-941.000	Payroll processing 4-23-17	424.91
<b>BUONO, DUANE</b>		<b>Invoice Amount:</b>	<b>\$2,752.50</b>
MECHANICAL INSP PAY		<b>Check Date:</b>	<b>05/10/2017</b>
	101-371-818.000	APRIL 2017 PAY	2,752.50
<b>COMCAST</b>		<b>Invoice Amount:</b>	<b>\$115.23</b>
Comcast High Speed Internet May 2017 - 9955 N.		<b>Check Date:</b>	<b>05/10/2017</b>
	101-290-941.000	Comcast High Speed Internet May 2017	115.23
<b>HARTFORD, THE</b>		<b>Invoice Amount:</b>	<b>\$6,600.27</b>
Insurance Premium Statement - May 2017		<b>Check Date:</b>	<b>05/10/2017</b>
	101-171-714.000	Supervisor's Dept.	259.58
	101-215-714.000	Clerk's Dept.	325.36
	101-201-714.000	IT Dept.	96.75
	101-253-714.000	Treasurer's Dept.	161.54
	101-305-714.000	Police	2,280.98
	101-325-714.000	Dispatch	606.35
	101-336-714.000	Fire	1,617.11
	101-371-714.000	Building	263.90
	588-588-714.000	Friendship Station	48.81
	592-172-716.000	Public Services	939.89
<b>HEILEMAN, JAMES</b>		<b>Invoice Amount:</b>	<b>\$2,280.50</b>
ELECTRICAL INSP PAY		<b>Check Date:</b>	<b>05/10/2017</b>
	101-371-818.000	APRIL 2017	2,280.50
<b>Heise, Kurt L.</b>		<b>Invoice Amount:</b>	<b>\$207.91</b>
Charge for Township Facebook promo 4/24-4/28-		<b>Check Date:</b>	<b>05/10/2017</b>
	101-171-727.000	Facebook promo 4-24--4-28-2017	207.91
<b>HONKE, ANITA</b>		<b>Invoice Amount:</b>	<b>\$110.00</b>
Medicare Part B May 2017		<b>Check Date:</b>	<b>05/10/2017</b>

## Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION		INVOICE INFORMATION	
	101-336-714.000	Medicare Part B May 2017	110.00
<b>KNUPP, FRED L.</b>			<b>Invoice Amount: \$104.90</b>
Medicare Part B May 2017			<b>Check Date: 05/10/2017</b>
	101-336-714.000	May 2017	104.90
<b>MAAS, CARLAS</b>			<b>Invoice Amount: \$149.20</b>
Medicare Part B May 2017			<b>Check Date: 05/10/2017</b>
	101-336-714.000	Medicare Part B May 2017	149.20
<b>MUNSON, STEVE</b>			<b>Invoice Amount: \$1,665.00</b>
PLBG INSP PAY			<b>Check Date: 05/10/2017</b>
	101-371-818.000	APRIL 2017	1,665.00
<b>CHARTER TWSP OF PLYMOUTH</b>			<b>Invoice Amount: \$1,429.09</b>
Plymouth Township - Water/Sewer - meter read			<b>Check Date: 05/10/2017</b>
	101-171-921.000	Supervisor	36.84
	101-201-921.000	Information Services	19.71
	101-209-921.000	Assessors	10.55
	101-215-921.000	Clerk	32.02
	101-253-921.000	Treasurer	13.37
	101-265-854.000	Senior Center	49.51
	101-305-921.000	Police	105.81
	101-325-921.000	Communications	44.05
	101-336-921.000	Fire	472.83
	101-371-921.000	Building	23.19
	101-400-921.000	Community Development	12.99
	101-691-921.000	Park	308.60
	226-226-921.000	Solid Waste	3.05
	592-172-921.000	Admin / General Expense	155.95
	510-510-737.000	Golf Course	86.59
	592-444-745.000	Power and Pumping	50.87
	588-588-921.000	Friendship Station	3.16
<b>RDC ELECTRIC LLC</b>			<b>Invoice Amount: \$192.00</b>
ELECTRICAL INSPECTIONS FOR APRIL 2017			<b>Check Date: 05/10/2017</b>
	101-371-818.000	APRIL 2017 ELECTRICAL INSP	192.00
<b>VERIZON WIRELESS</b>			<b>Invoice Amount: \$54.05</b>
Verizon - Park Cell Phone April 2017			<b>Check Date: 05/10/2017</b>
	101-691-853.000	Park Cell phone April 2017	54.05
<b>Great Lakes Water Authority</b>			<b>Invoice Amount: \$307,398.70</b>
GLWA March 2017 Water			<b>Check Date: 05/10/2017</b>
	592-441-741.000	GLWA - March 2017 Water	307,398.70
<b>Hoover Universal, Inc.</b>			<b>Invoice Amount: \$69,933.04</b>
2013 & 2014 Michigan STC Refund Docket 154-15			<b>Check Date: 05/10/2017</b>
	703-100-061.010	2013 Summer & Winter Refund	5,679.27
	703-100-061.010	2014 Summer & Winter Refund	64,253.77
<b>Total Amount to be Disbursed:</b>			<b>\$395,347.25</b>

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES MEETING  
MAY 23, 2017**

**ITEM F.1**

**TUSCANY RESERVES OF PLYMOUTH  
LAURA HAW**



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD CONSIDERATION

**MEETING DATE:** May 16, 2017

**ITEM:** Application 2230-0117 – Tuscany Reserves of Plymouth: Cluster Housing Option (CHO) Final Site Plan

**PRESENTER:** Laura Haw, Community Development Director / Planner

**OTHER INDIVIDUALS IN ATTENDANCE:** Applicant, Leo Gonzalez

**BACKGROUND:** Application 2230-0117 pertains to Parcels R-78-036-99-0008-000, R-78-036-99-0011-000, and R-78-036-99-0012-000. The entire development property consists of approximately 9.5 acres and is located south of Ann Arbor Trail, east of McClumpha and is zoned R-1-S, Single Family Residential. The applicant has requested final site plan approval to develop 18 detached, single-family residences.

The residential development is considered a Cluster Housing Option (CHO), which was approved by the Board of Trustees in September of 2016. The CHO was found to be an ideal development approach for this site as it would permit the area south of Tonquish Creek to remain as open space, allow for the preservation of existing vegetation and is a compatible density of 2.02 dwelling units per acre, which is less than the permitted maximum density of 3.05 dwelling units per acre, under the R-1-S district.

On April 19, 2017 the Planning Commission recommended approval of the above site plan request to the Board of Trustees, contingent on the items identified in the Staff Reports to be addressed administratively; please find the attached Planning Commission minutes, highlighted in yellow, for a full summary.

The Township Attorney has also reviewed the draft legal documents, please find the attached memo. The applicant is working to incorporate these recommendations and any approval is conditional upon the legal documents addressed to the satisfaction of the Township Attorney.

**CONSIDERATION REQUESTED:** To consider and discuss the above final site plan approval request.

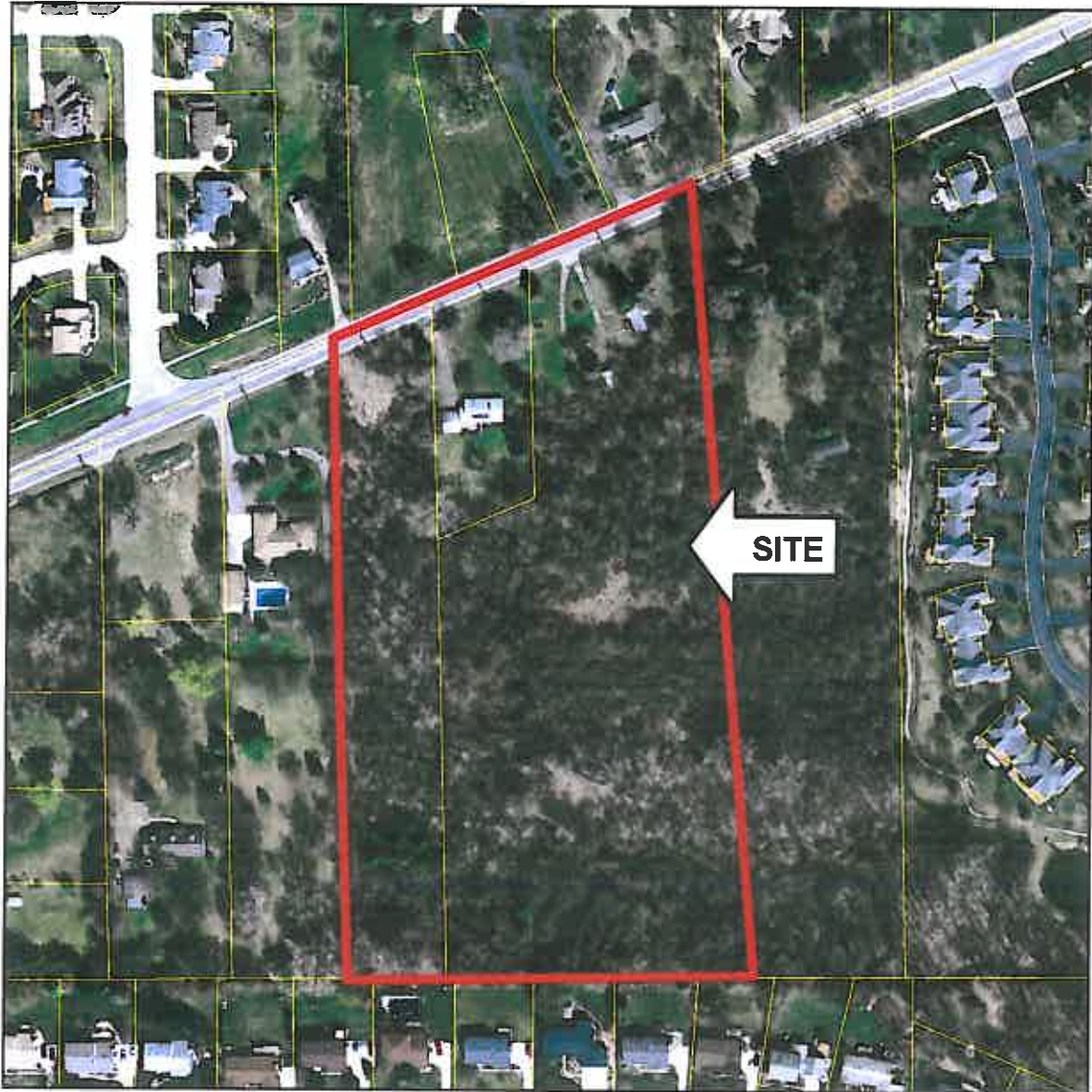
**BUDGET/ACCOUNT NUMBER:** N/A

**RECOMMENDATION:** To consider the above final site plan approval request at a regularly scheduled Board of Trustees meeting.

**MODEL RESOLUTION:** N/A

**ATTACHMENTS:** Staff Reports to Planning Commission  
Proposed Minutes of the April 19, 2017 Planning Commission Meeting  
Township Attorney Memo re: Legal Documents  
Materials Submitted by Applicant





**PLANNING COMMISSION**  
**CHARTER TOWNSHIP OF PLYMOUTH**



**Application:** 2230-0117  
**ApplicationType:** Site Plan Review - Cluster Housing Option  
**Applicant:** Tuscany Reserves of Plymouth  
**Tax I.D(s):** R-78-036-99-0008-000; R-78-036-99-0011-000;  
R-78-036-99-0012-000

April 13, 2017

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

RE: Project: 2230 - 0117 | *Tuscany Reserves of Plymouth*  
Address / Location: South of Ann Arbor Trail, East of McClumpha and West of Sheldon Road  
Applicant / Developer: Gonzalez Enterprise  
Tax ID: R-78-036-99-0008-000; R-78-036-99-0011-000; and R-78-036-99-0012-000  
Review Type: Cluster Housing – Final Site Plan Review  
Review Number: Written Review #2

Dear Commission Members,

We have reviewed the above final site plan request for a residential development under a Cluster Housing Option. Approximately 9.5 acres in size, the subject site is zoned R-1-S (Single Family Residential) and was granted the Cluster Housing Option by the Board of Trustees in September of 2016 for the development of 18 detached, single-family residential units.

The Cluster Housing Option was found to be an ideal alternative development as it would permit:

- The area surrounding the Tonquish Creek to remain as natural open space and would also allow existing vegetation to be preserved; and
- A compatible density of 2.02 dwelling units per acre, less than the maximum potential density of 3.05 dwelling units per acre under the R-1-S Zoning District.

On February 15, 2017, the Planning Commission granted tentative site plan approval, contingent on a number of items to be addressed prior to final site plan review. The applicant has since submitted plans for final site plan approval.

We have reviewed the above request in light of the Township's Zoning Ordinance, Master Plan, existing site conditions, and sound planning and design principles in an effort to provide constructive and helpful feedback for the development of this site. We offer the following comments for your consideration:

## **OUTSTANDING SITE PLAN REVIEW COMMENTS**

Tentative site plan approval was contingent that the following items be addressed on a revised site plan prior to final site plan approval, as follows:

### **1. DIMENSIONAL REQUIREMENTS**

The site plan has since been revised to illustrate setback and building separation dimensions and the proposed development is in compliance with the required yard and building separation standards of Section 22.10.8, expect for the minimum setback from the Ann Arbor Trail ROW, proposed 25 feet (30 feet required by Ordinance). However, the Planning Commission has the authority to grant a lesser setback, provided it is not less than 25-feet.

## 2. LANDSCAPING

- a. **Residential Screening** – Section 22.10.4 requires an orderly transition between developments when a cluster development abuts a conventional single family residential development / property. When requiring an evergreen screen, per Section 26.11(3), proposed evergreens must be planted 10-15 feet on center in two (2) staggered rows, 10 feet apart. The following buffers are proposed (please note the applicant is proposing additional landscaping around each residential unit):
  - i. **East Buffer:** Approximately 24 additional trees are proposed along the western boundary, a mix of deciduous and evergreen species. It is unclear if additional screening is necessary and must be addressed to the satisfaction of the Planning Commission.
  - ii. **West Buffer:** During the Cluster Housing Option approval process, it was noted that existing vegetation would be retained within the 50-foot setback area of the western property line, which runs over 350 feet (impacted vegetation north of Tonquish Creek). It appears that due to the location of the detention basins, the 50-foot vegetated area has been encroached upon. It is unclear if additional screening is necessary and must be addressed to the satisfaction of the Planning Commission.
- b. **ROW Landscape Buffer** – Section 26.12 requires a landscape buffer, min. 20 feet, along the Ann Arbor Trail right-of-way. While a landscaped buffer space has been provided, it is approximately 15 feet in width and must be expanded / enhanced to meet this requirement. Further, the Ordinance calls for a mix of deciduous, evergreen tree and shrubs, ornamental trees, and flowers within this area. Especially with the expansion of the buffer widths, there is ample space for additional greenery, including flowering species, along Ann Arbor Trail.
- c. **Detention Basin Landscaping** – Section 26.16 requires detention basin landscaping. It is recommended that a mix of native wildflowers and grasses be incorporated into the detention site.

## 3. PEDESTRIAN CIRCULATION & ACCESS

A five (5) foot concrete sidewalk is proposed along the Ann Arbor Trail frontage. No internal sidewalk (minimum four (4) feet) is proposed on either side of the internal street. Given the low-volume of traffic and cul-da-sac design of the internal street, the absence of an internal sidewalk may be appropriate and must be addressed to the satisfaction of the Planning Commission and Township Engineer. Payment in lieu of sidewalk installation may be determined as the best course for the proposed development.

## 4. ENTRY FEATURE SIGN & GATED ENTRANCE

The applicant previously stated that an entrance, ground monument sign may be proposed along Ann Arbor Trail. Actual signage must be reviewed by the Building Department, prior to the issuance of a permit. A note to that effect must be provided on the site plan.

Additionally, details regarding the proposed gate and brick columns / fence have been illustrated on the landscaping plan. The height of the proposed fence, appears to be approximately seven feet, exceeds the maximum height permitted for fencing in the R-1-S district by three feet. The Planning

Commission has the authority to grant addition fence heights, provided the applicant demonstrates a need.

**5. ARCHITECTURE & BUILDING DESIGN**

The conceptual elevations of the proposed homes for the Cluster Housing Option illustrate the building materials as brick and stone. Labeled building elevations must be provide with the site plan package and material samples presented to the satisfaction of the Planning Commission.

**6. LIGHTING**

It is unclear if entry or street lighting is proposed as part of this project. Lighting details, including a photometric plan (if necessary) must be provided or if no lighting is proposed, so noted on the site plan.

**7. MAILBOX FACILITIES**

The location of mailboxes facilities and their appearance (if proposed) must be detailed on the site plan.

**8. CLUSTER HOUSING DOCUMENTS**

A finalized Cluster Housing Contract, Master Deed and Bylaws, (including Exhibit B) must be submitted for review and are subject to the Township Attorney's approval. The Attorney is currently in the process of reviewing the documents.

**9. ADDITIONAL APPROVALS**

Final approval from the Township Engineer, Fire Department, and Township Board of Trustees is necessary, prior to the issuance of any building permits.

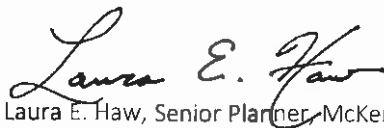
## **RECOMMENDATION**

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*Provided the above underlined items are addresses to the satisfaction of the Planning Commission, final site plan approval is recommended at this time, with the above items detailed on a revised and dated site plan for administrative review.*

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

Respectfully submitted,



Laura E. Haw, Senior Planner, McKenna Associates

April 13, 2017

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

Re: La Casa/Tuscany Reserve – Final Site Plan Review  
South of Ann Arbor Trail, East of McClumpa and West of Sheldon Road  
SDA Review No. PL16143

Dear Commission Members:

We have reviewed the above-referenced plan set dated March 16, 2017. The following are our comments regarding the site plans:

#### **Site Location**

The site is located at the south side of Ann Arbor Trail, east of McClumpha Road.

#### **Site Plan Review**

For Final Site Plan approval, the engineering plans must be complete, in conformance with Township requirements, approved by SDA, all permits secured and provided, and engineering escrow fees deposited with Plymouth Township Treasurer.

Our Final Site Plan review comments are as follows:

#### **A. GENERAL**

1. Extend proposed 5' wd. concrete sidewalk up to west property line.
2. Note the elevation of the 100-year floodplain contour on plans.
3. The water main near Ann Arbor Trail depicts two 90 degree bends, which are not allowed in Township water main. In place of the 90 degree bends, two 45 degree bends should be depicted on the plans.

#### **B. PERMITS REQUIRED**

The following permits are required and need to be provided to the Township:

1. Soil Erosion and Sedimentation permit from Wayne County Department of Public Services, Land Resource Management Division.

2. MDEQ N.P.D.E.S. Notice of Coverage Documentation.
3. Copy of Wayne County Department of Public Services Approval and/or Permit.
4. Right-of-Way Dedication received and recorded with WCDPS.
5. Copy of State (MDEQ) Construction Permit where public water main construction is proposed.
6. Copy of State (MDEQ) Construction Permit where public sanitary sewer construction is proposed.
7. All necessary easements. Easements must be on Plymouth Township Standard Easement document and include a sketch. A current title policy for ownership verification shall be provided with all executed easement submittals to this office.
8. MDEQ Permit for all proposed work in 100-year flood plain.
9. MDEQ Drain Tap Permit.
10. Storm Water Agreement.
11. Maintenance Bond and Insurance.

**RECOMMENDATION**

We would not have any concerns with the planning commission granting final site plan approval with the conditions of receiving revised engineering plans, and securing all necessary permits. The above comments are not to be construed as approvals and are not necessarily conclusive. If you have any questions regarding this matter, please contact our office at your convenience.

Sincerely,

**SPALDING DEDECKER ASSOCIATES, INC.**



David E. Richmond, PE  
Project Manager

BA

cc: Patrick Fellrath, Director of Public Utilities, Charter Township of Plymouth (via Email)  
Laura Haw, Interim Community Development Director, McKenna Associates (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

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TO: PLYMOUTH TOWNSHIP COMMUNITY DEVELOPMENT

FROM: PLYMOUTH TOWNSHIP FIRE DEPARTMENT

DATE: 04/13/2017

RE: APPLICANT           Gonzalez Enterprizes  
Project;                Tuscany Reserves of Plymouth  
Location:             South of Ann Arbor Road, East of McClumpha, West of Sheldon  
                              Road.  
Tax I.D. No:           R-78-036-99-0008-000; R-78-036-99-0011; R-78-036-99-0012-000

DEAR COMMUNITY DEVELOPMENT.

The Plymouth Township Fire Department has completed the review of the **Site Plan Approval** 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 no objection to Site Plan Approval.**

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.

William Conroy  
  
Fire Inspector/ Investigator  
734-354-3219

**CHARTER TOWNSHIP OF PLYMOUTH  
PLANNING COMMISSION -- REGULAR MEETING  
WEDNESDAY, APRIL 19, 2017 • 7:00 PM  
PROPOSED MINUTES**

Meeting called to order 7:03 p.m. by Chairman Cebulski.

<b>MEMBERS PRESENT:</b>	Kendra Barberena Robert Doroshewitz John Itsell Bill Pratt	Dennis Cebulski Jim Harb Keith Postell
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**MEMBERS EXCUSED:** None

**OTHERS PRESENT:** Laura Haw, McKenna Associates  
Dave Richmond, Spalding DeDecker Associates  
Alice Geletzke, Recording Secretary

**ITEM NO. 1 – APPROVAL OF AGENDA**

1. Regular Meeting – April 19, 2017

Chairman Cebulski noted that Item 6(1) will be Election of a Vice-Chairman rather than Zoning Board of Appeals appointment.

Moved by Commissioner Pratt and supported by Commissioner Postell to approve the agenda for the regular meeting of April 19, 2017 as amended. Ayes all.

**ITEM NO. 2 – APPROVAL OF MINUTES**

1. Regular Meeting – March 15, 2017

Moved by Commissioner Pratt and supported by Commissioner Barberena to approve the minutes of the regular meeting of March 15, 2017 as submitted. Ayes all.

2. Work Session Meeting – April 5, 2017

Moved by Commissioner Pratt and supported by Commissioner Barberena to approve the minutes of the work session meeting of April 5, 2017 as submitted. Ayes all.



CHARTER TOWNSHIP OF PLYMOUTH  
PLANNING COMMISSION -- REGULAR MEETING  
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**ITEM NO. 3 – WELCOME FOR COMMISSIONER JOHN ITSELL**

Chairman Cebulski welcomed new member John Itsell, appointed to replace Ray Sturdy, who resigned.

**ITEM NO. 4 – RECOGNITION OF RAY STURDY**

Moved by Commissioner Barberena and supported by Commissioner Pratt:

WHEREAS, **Ray Sturdy** has been a resident of Plymouth Township for the last 40 years; and

WHEREAS, **Ray Sturdy** has served on the Plymouth Township Planning Commission for the past 16 years, having been appointed on July 17, 2001; and

WHEREAS, **Ray Sturdy** has served on the Plymouth Township Zoning Board of Appeals as the Planning Commission's representative for the past 14 years, having been appointed on March 11, 2003; and

WHEREAS, **Ray Sturdy's** dedication, ability, and talent have been invaluable to the execution of the duties charged to the Charter Township of Plymouth Planning Commission, Zoning Board of Appeals, and to citizens of Plymouth Township; and

WHEREAS, **Ray Sturdy's** professionalism, dedication, talents, and personal commitment to seek planning excellence, best practices, and advocacy of sound planning principles have contributed immeasurably to the continued progress and orderly development of the Plymouth community, and have been invaluable to the execution of the duties charged to the Charter Township of Plymouth Planning Commission and to the citizens of Plymouth Township; and

WHEREAS, the success of the democratic form of government depends upon the voluntary leadership and contribution of time and talent on the part of its citizens; now

THEREFORE BE IT RESOLVED that the Planning Commission of the Charter Township of Plymouth herewith expresses recognition and appreciation for the service and support rendered by **Ray Sturdy** to the Planning Commission and the people of Plymouth Township, and extends best wishes to him for the future.

Ayes all.

**CHARTER TOWNSHIP OF PLYMOUTH  
PLANNING COMMISSION -- REGULAR MEETING  
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**ITEM NO. 5 – PUBLIC HEARINGS**

**1. P.C. No: 2237-0317**

Applicant / Developer	Trowbridge Land Holdings
Project Name:	Lakes of Andover
Location:	South of Five Mile Road, East of Napier Road, North of N. Territorial Road and West of Ridge Road
Section No:	30
Tax I.D. No:	R-78-042-99-0002-701
Zoning:	R-1-S, Single Family Residential
Action Request:	Cluster Housing Option Review (CHO)

Laura Haw of McKenna Associates reviewed her report dated April 12, 2017 and David Richmond of Spalding DeDecker reviewed the engineering report. The Fire Department report was received.

Applicant Bruce Michael of Trowbridge Land Holdings addressed the Board and answered questions, including questions regarding the lack of a parallel plan, reduction in setbacks, accessible open space, the individual driveway onto North Territorial Road, and shoreline seasonal fluctuations.

Chairman Cebulski opened the public hearing at 7:35 p.m. There being no public comment, the hearing was closed at 7:36 p.m.

After further discussion, it was moved by Commissioner Pratt and supported by Commissioner Barberena to table Application 2237-0317, Lakes of Andover, up to the July meeting of the Planning Commission. Prior to the July 2017 meeting, the applicant was instructed to revised the proposed Cluster House Option concept plan to address the following concerns raised by the planner's report, engineering report, and Planning Commission, including but not limited to:

- Identification of the water line, taking into account seasonal fluctuations and the floodplain, in relation to required rear yard setbacks and the grade change;
- Programmable, open space and recreation development, including a pedestrian path along the water's edge;
- Refinement of building design and architecture, including façade calculations and greater incorporation of brick materials, architectural details, and windows;
- Elimination of individual driveways along N. Territorial, especially with the grade change and blind spot from the west; and
- Justification for reduction request in setbacks.

Ayes all.

**CHARTER TOWNSHIP OF PLYMOUTH  
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**2. P.C. No: 2238-0317**

Applicant / Developer	Anderson, Eckstein and Westrick, Inc
Project Name:	The Inn at St. John's
Location:	South of Five Mile Road, East of Sheldon Road, and North of M-14
Section No:	22
Tax I.D. No:	R-78-013-99-0001-001 & R-78-013-01-0001-301
Zoning:	TAR, Technology and Research
Action Request:	Amendment to Planned Unit Development Option (PUD)

Laura Haw and David Richmond reviewed their respective reports and the Fire Department report was received.

Michael McInerny of the Archdiocese of Detroit, Mike Noles of Toll Brothers Land Development, and Lyle Winn of Anderson, Eckstein and Westrick addressed the Commission and answered questions regarding their intent to reduce the golf course from 27 to 18 holes, incorporate 174 multi-family townhouses into the golf course, convert the monastery retreat center to 120 hotel rooms, and introduce a small commercial, office or multifamily use along Sheldon Road.

Chairman Cebulski opened the public hearing at 8:31 p.m. There being no public comment, the hearing was closed at 8:32 p.m.

Moved by Commissioner Pratt and supported by Commissioner Barberena to recommend to the Board of Trustees the amendment to the Planned Unit Development Option requested in Application 2238-0317, The Inn at St. John's, with the planning and engineering staff report comments to be addressed during the site plan review process. Ayes all.

**3. P.C. No: 2239-0317**

Applicant / Developer	Contact Paintball
Project Name:	Outdoor Sports
Location:	East of Haggerty, North of Plymouth Road, and West of Concept Drive
Section No:	25
Tax I.D. No:	R-78-026-99-0002-705
Zoning:	IND, Industrial
Action Request:	Special Land Use Approval

Ms. Haw reviewed her report dated April 11, 2017 regarding the request for special land use on the grounds of the Burroughs building. The proposed use would include an outdoor play area for airsoft, archery tag, low impact paintball, Nerf tag, speedball and "woodsball

**CHARTER TOWNSHIP OF PLYMOUTH  
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Among the items reviewed by the applicants were the hours of operation, types of activities involved, safety netting for the play areas, parking, lighting, aesthetics of the facilities, and working with DTE regarding the electric lines.

The applicant's use statement, provided March 20, 2017, is as follows:

***Location***

*The location of the proposed activity will be at the Burroughs building located at 41100 Plymouth Road currently zoned for industrial use. The area of our playfields will be in the existing grass lots east of the Burroughs building, and behind the fence located at the powerhouse. The entire proposed special use area is currently completely fenced in.*

***Activities***

*Outdoor activities will include airsoft, archery tag, low impact paintball, nerf tag, speed ball, and woodsball. Activities are primary intended for private parties of approximately 10 players each and will be geared to promote a family friendly atmosphere for players of all ages. These private sessions are expected to be for birthday parties, corporate events, and other private gatherings. There will be no smoking, vaping, or alcohol allowed on the premises.*

*The main purpose of this facility will be to provide a safe, designated area for players to come and enjoy the sports that we will provide. As part of our packages we will provide not only all the gear to safely play paintball and airsoft, but will also provide trained referees to ensure that everyone is playing safely. All of the equipment that will be provided to participants will meet or exceed ASTM and industry standards.*

***Hours of Operation***

*All of the sports activities proposed depend greatly on weather which may reduce hours of operation accordingly.*

***Spring/Fall***

*Monday, Tuesday, and Thursday - By appointment only Wednesday and Friday - 4:30 PM - Dusk  
Weekends- 9Am- 5 Pm*

***Summer***

*Weekdays - 10:00 AM - Dusk Saturdays - 9:00 AM - Dusk Sundays - 11:00 AM – Dusk*

***Employees***

*The total number of initial employees is anticipated to be between ten and fifteen. These will consist of a minimum of one employee acting as team leader and referee per private party to ensure the safety of players and a positive experience. Five to ten referees will be required. Two employees will be required for registration, rental, and consumable sales. A minimum of one groundskeeper will also be required. Maximum number of employees per shift should not exceed ten.*

***Maximum Occupancy***

*We would set a maximum occupancy of 75 players. The property and employees should easily handle this. There is ample parking on the south side of building and will also be parking to the east of the building. As our main focus will be private parties, we will use a staggered scheduling system so that there is never a buildup of players.*

***Material Delivery***

*Consumable supplies and a limited quantity of items for retail sales will be brought to the site as needed*

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*on a daily basis from our pro shop in Livonia and do not represent any significant volume or require any material handling equipment. Because of the nature of private parties, we have seen most people will car pool. This will cause less traffic and require fewer spaces. We also will not be using any of the parking to the west of the building.*

**Site Impact**

*There will not be any substantial or permanent changes to the landscape. There will be no increase in the amount of impervious surface. The lawn and existing trails will be groomed and play will be rotated between fields to mitigate turf damage. Safety netting, designed for the application, will be installed around all play fields, to protect non- players, buildings, and vehicles from being accidently struck. The net supporting poles will be up to 20 feet tall and will be removable. Obstacles and inflatable bunkers used in play will not be permanently installed and will be moved on a regular basis. There will be no changes to the existing structures on the property relative to the proposed special land use.*

*Supplies for Nerf and Archery Tag are reusable and will be picked up at the end of each session. All other supplies used are biodegradable, environmentally safe, and will have no lasting impact to the property. Attached you will find the MSDS sheets for the airsoft pellets and paintballs that will be used exclusively. Players will not be allowed to bring their own pellets or paint to the field.*

*A sign designating our facility that complies with township ordinances and limitations will be installed near Plymouth road.*

*Parking will be readily available as there will be 48 spaces to the east of the building and an additional 117 spaces to the south of the building for any overflow parking. All parking areas will be maintained by staff to ensure there is no garbage left behind that may become unsightly."*

Chairman Cebulski opened the public hearing at 9:04 p.m. There being no public comment, the hearing was closed at 9:05 p.m.

After further discussion, it was moved by Commissioner Pratt and supported by Commissioner Harb to grant special land use approval requested in Application 2230-0317, Outdoor Sports, to be located on the grounds of Burroughs at Plymouth and Haggerty Roads, for reasons that in the industrial zoning these types of activities are permitted, that there is a history of outdoor recreation facilities as an allowable use at this site, and that the operations will be separate from the planned industrial activities located elsewhere on the site. The approval is limited to one year, with the applicant returning to the Planning Commission at least two months prior to reopening in 2018 with a report on their operations including numbers served, any injuries, and any outstanding lease issues or unforeseen circumstances. Reapproval is not to be unreasonably withheld. Ayes all.

**ITEM NO. 4 – TOWNSHIP CAPITAL IMPROVEMENT PROJECTS**

N/A

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**ITEM NO. 5 – OLD BUSINESS**

<b>1. P.C. No:</b>	<b>2230-0117</b>
<b>Applicant / Developer</b>	<b>Gonzalez Enterprises</b>
<b>Project Name:</b>	<b>Tuscany Reserves of Plymouth</b>
<b>Location:</b>	<b>South of Ann Arbor Road, East of McClumpha, West of Sheldon Road</b>
<b>Section No:</b>	<b>28</b>
<b>Tax I.D. No:</b>	<b>R-78-036-99-0008-000; R-78-036-99-0011-000; R-78-036-99-0012-000</b>
<b>Zoning:</b>	<b>R-1-S, Single Family Residential</b>
<b>Action Request:</b>	<b>Final Site Plan Approval</b>

Ms. Haw reviewed her report dated April 13, 2017 which recommended final site plan approval, subject to items detailed added to a revised and dated site plan for administrative approval. Dave Richmond reviewed his report and the Fire Department report was received.

Applicant Leo Gonzalez and his partner addressed the Commission and answered questions regarding the development of 18 detached, single-family residential units under a cluster housing option. Among the items discussed were setbacks, east and west buffer screening, fence height, and architecture and building design.

Moved by Commissioner Pratt and supported by Commissioner Barberena to recommended final site plan approval to the Board of Trustees as requested in Application 2230-0117 for Tuscany Reserves of Plymouth with the condition that the mailbox and sign specifications return for approval of the administrative committee and all other planning and engineering items, as identified in the respective review letters, to be addressed. Ayes all.

**ITEM NO. 6 – NEW BUSINESS**

1. Election of Vice-Chairman

Moved by Commissioner Barberena and seconded by Commissioner Harb to elect Commissioner Pratt as Vice-Chairman. Ayes all.

**ITEM NO. 7 – OTHER PLANNING COMMISSION BUSINESS**

1. Site Plan Extension Request for P.C. #2147-0194: EZ Storage

Moved by Commissioner Postell and seconded by Commissioner Barberena to grant site plan extension for a one-year period for P.C. #2147-014, EZ Storage. Ayes all.

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Ms. Haw spoke briefly with Commission members regarding a proposed lot split of 1.8 acres on Powell Road.

**ITEM NO. 8 – COMMUNICATIONS AND/OR INFORMATION**

N/A

**ITEM NO. 9 – BOARD OF TRUSTEES ACTION**

N/A

**MOTION TO ADJOURN**

Moved by Commissioner Pratt and supported by Commissioner Barberena to adjourn the meeting at 9:56 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).

# Memo

*Confidential Attorney/Client  
Privileged Information*

To: Laura Haw, Community Planner  
From: Kevin L. Bennett  
Date: May 3, 2017  
Re: Tuscany Reserve Cluster Housing Project

---

I have reviewed the Tuscany Reserve Condominium Cluster Housing Agreement, Master Deed, and Bylaws. The following are my comments.

## **Cluster Housing Agreement**

Section 22.9 of the Zoning Ordinance contains the requirements for the Contract:

. . . . Said contract shall provide:

1. The manner of ownership of the land, including mineral rights.
2. The manner of the ownership and of the dedication of the open land.
3. The restrictive covenants required for membership rights and privileges, maintenance and obligation to pay assessments for the open land.
4. The stipulations pertaining to commencement and completion of the phases of the development, to construction, installation, repairs and maintenance of improvements, to obligations for payment of any costs, expenses or fees planned or reasonably foreseen, and to the manner of assuring payment of obligations.
5. Provisions for the Township to effect construction, installation, repairs and maintenance and use of public utilities, storm and sanitary sewers and drainageways, water, streets, sidewalks and lighting, and of the open land and improvements thereon, and any other conditions of the plan, and the manner for the assessment, and enforcement of assessments for the costs, expenses, or fees incidental thereto against the applicant, or the future owners or occupants of the Cluster Housing Development.



6. The final site plan, final condominium site plan or final plat shall be incorporated by reference and as exhibits.

7. Provisions reasonably and necessarily intended to protect public health, safety, or general welfare of neighboring residents or the Township as a whole, to address any conditions of approval, or to further the purpose and intent of this Article.

With respect to these requirements, the Tuscany Reserve Contract is not fully compliant.

- Section 22.9.1 requirements are contained in paragraphs 2 and 3 of the Contract. However, the Agreement is silent with respect to mineral rights; the applicant should amend the contract to include ownership of mineral rights.
- Section 22.9.2 requirements are contained in paragraph 4 of the Contract.
- Section 22.9.3 requirements are contained in paragraphs 3, 5, 7, and 9 of the Contract.
- Section 22.9.4 requirements are contained in paragraph 4 of the Contract.
- Section 22.9.5 requirements are contained in paragraphs 4, 6(a), 6(b), 6(c), 7, and 8 of the Contract.
- Section 22.9.6 requirements are contained in paragraph 14 of the Contract. However, the Contract provides that the "Site Plan" "is approved by the Township." The Contract must be signed prior to the Township's approval of the Final Site Plan (Final Development Plan); as such, **paragraph 14 should be revised to read that "Exhibit A . . . is subject to approval by the Township pursuant to Ordinance 99."** Further, the Ordinance refers to the "Final Site Plan" whereas the Contract simply refers to the "Site Plan;" the Planning Commission should ensure that Exhibit A to the Contract is the Final Site Plan.
- Section 22.9.7 requirements are not fully addressed. Although paragraph 6(c) addresses this requirement from the standpoint of the residents of Tuscany Reserve, the Contract fails to explicitly address public health, safety, or general welfare of neighboring residents or the Township as a whole. The applicant should amend the Contract to comply with Section 22.9.7.
- On page 1, the reference to Article "XVII" should be "XXII."
- Exhibit A (the general development plan and final site plan) was not attached.
- There is no contact information for the "Owner," the "Developer," or the "Association." Such information should be included in the Contract.

### **Master Deed**

The minimum requirements for a Master Deed are set forth in Sections 8, 9, 37(3), and 69 of the Michigan Condominium Act, and Rule 559.301 of the Michigan Administrative Code. The Master Deed appears to comply with each requirement, except:

- I was unable to locate within the Master Deed a statement that “the detailed architectural plans and specifications for the project have been filed with the Township.” **This is contrary to MCL 559.108(d).**

#### **Other Concerns**

- The legal descriptions contained in the Contract and the Master Deed should be reviewed and approved by a qualified person.
- The “Association” as contemplated by the Contract is listed as Tuscan Reserve of Plymouth Homeowners Association, a Michigan nonprofit corporation. **The Michigan Department of Licensing and Regulatory Affairs has no record of Tuscan Reserve of Plymouth Homeowners Association; if the entity has not yet been formed, it cannot be a party to the Contract.**

TUSCANY

Proposed 2300/2750

Alternate Elevations

3-29-17



T K D E S I G N

— & —

A S S O C I A T E S



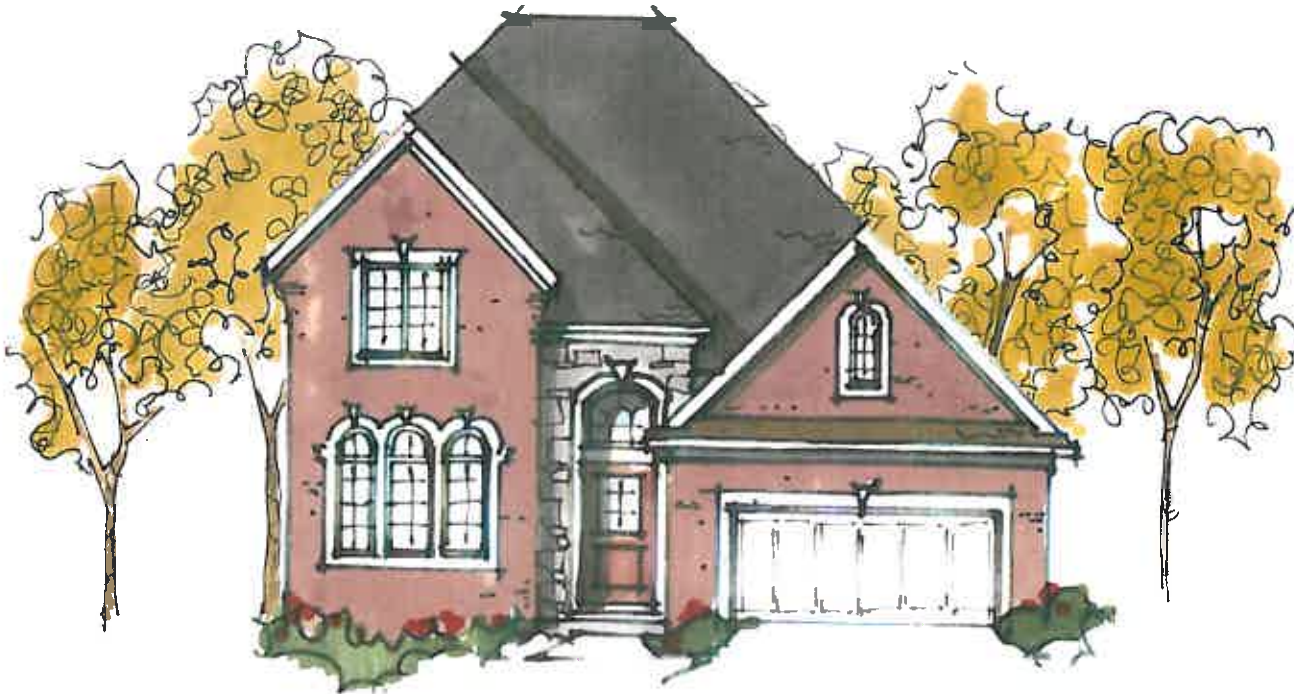
**Proposed Ranch**  
**Elevation A**



**Proposed Ranch**  
**Elevation B**



**Proposed 1-1/2 Story**  
**Elevation A**



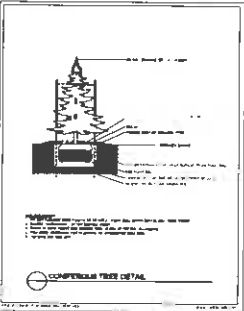
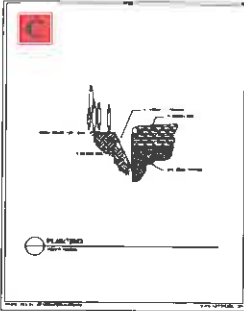
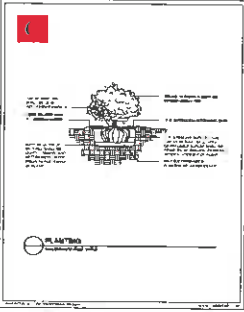
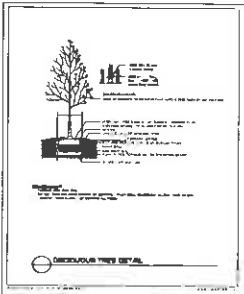
**Proposed 1-1/2 Story**  
**Elevation B**



Project Name	Project No.	Scale	Date

Client Name	Client Address	Client Phone

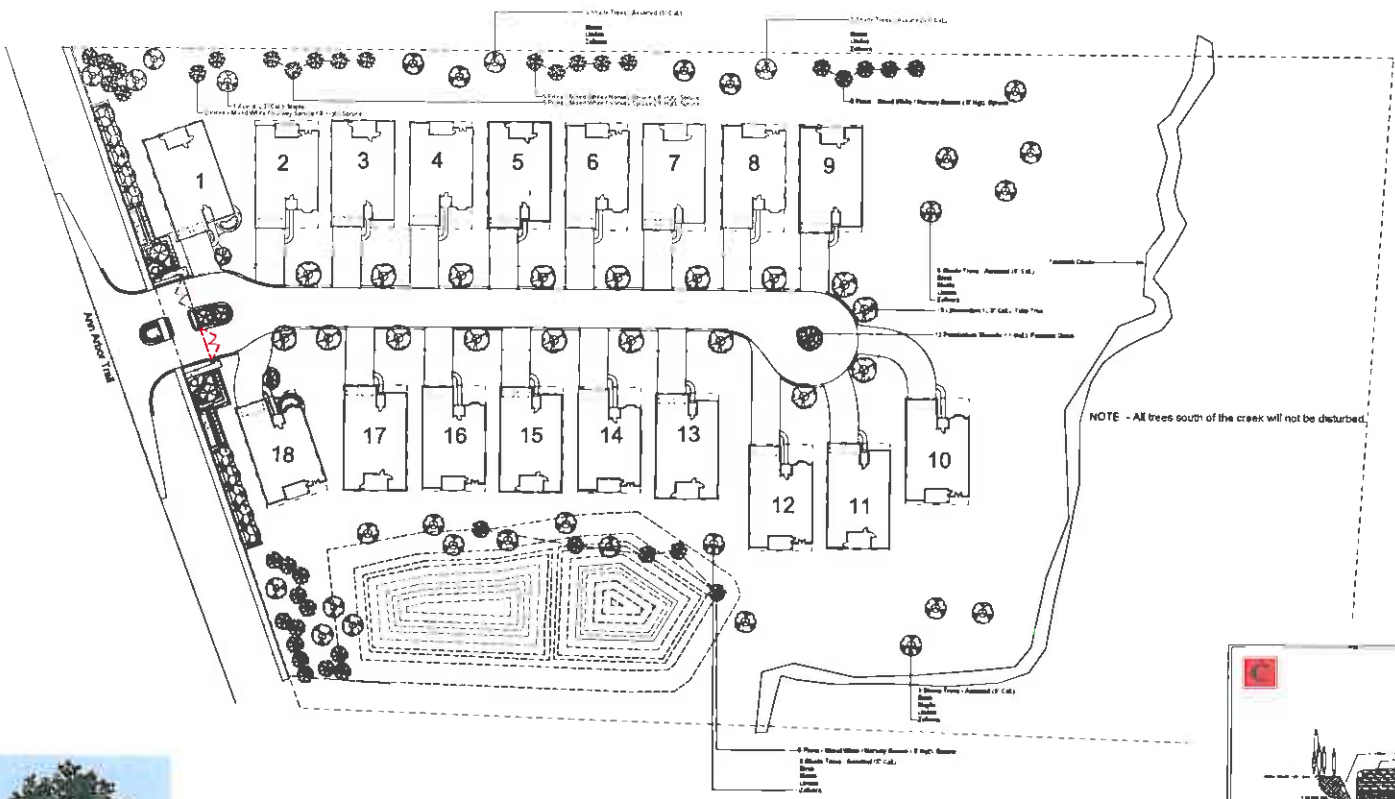
Michigan Landscape Design Services 2205 S. State St. Farmington, MI 48320 734-254-2419	Michigan Landscape Design Services Michigan Landscape Design Plan LDP-007 Site Plan
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**Plant Schedule: Site Plan**

Botanical Name / Common Name	Size	Quantity	Description	Ordinance
Asteroid 1000 - Yellow, Many Spikes, Dark	1' Cal	14	SAB	Required for ornamentals
Liriodendron 1 - Yellow	1' Cal	19	SAB	1 tree per 40' of roadway
Panicum 1000 - Yellow Grass, Green	1' Cal	12	Common	
Plant 1000 - White Snow	1' Cal	11	SAB	Required for ornamentals
Plant 1000 - Reddish Snow	1' Cal	11	SAB	Required for ornamentals

- NOTE**
- 1) All landscape areas are to be kept in a neat, orderly and healthy growing condition, free of debris and refuse.
  - 2) Landscape pruning shall be minimal to assure proper maintenance of plants.
  - 3) All landscape areas will be irrigated by an automatic underground irrigation system.
  - 4) Lawn areas will be mowed weekly at the proper height.
  - 5) Trees / shrubs and lawn areas will be monitored for insects and diseases regularly.
  - 6) Tree / shrub and lawn areas will be managed by a professional fertilization company who will help maintain health and vigor of the plant material.









**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES MEETING  
MAY 23, 2017**

**ITEM F.2**

**ORDINANCE 1016**

**AMENDMENT #20 – FIRST READING**

**CREATION OF BUILDING BOARD OF**

**APPEALS**

**BUILDING OFFICIAL LEWIS AND**

**ATTORNEY BENNETT**



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** May 23, 2017

**ITEM:** Ordinance to create a Building Board of Appeals in accordance with the requirements of the State of Michigan Building Code.

**PRESENTER:** Mark Lewis, Chief Building Official and Attorney Kevin Bennett

**BACKGROUND:**

The State Building Code requires that the Township establish and maintain a Construction Board of Appeals to be utilized when an application for a permit is denied or any other decision pursuant to the State Construction Code is made that an applicant wants to appeal.

This was discussed at the study session on May 16, 2017.

**ACTION REQUESTED:** Approve the first reading of Ordinance #1016, Amendment 20, which will have to have a second reading; then be published in the local newspaper before becoming effective.

**RECOMMENDATION:**

**PROPOSED RESOLUTION:** I move to establish May 23, 2017 as the "first reading" date of Ordinance #1016, Amendment #20 which exists for the purpose of Creating a Construction Board of Appeals.

**ATTACHMENTS:** Proposed Amendment #20 to Ordinance #1016

Moved By \_\_\_\_\_ Seconded By \_\_\_\_\_

ROLL CALL:

\_\_\_\_\_ JD \_\_\_\_\_ CC \_\_\_\_\_ MC \_\_\_\_\_ KH \_\_\_\_\_ JV \_\_\_\_\_ GH \_\_\_\_\_ BD

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

**CREATION OF CONSTRUCTION BOARD OF APPEALS**

**ORDINANCE NO. 1016  
Amendment #20**

**AN ORDINANCE TO AMEND CHAPTER XII, ARTICLE 5 TO PROVIDE FOR THE CREATION OF THE CONSTRUCTION CODE OF APPEALS; TO PROVIDE FOR THE COMPOSITION, APPOINTMENT OF A CHAIRMAN, AND QUALIFICATIONS FOR MEMBERS OF THE CONSTRUCTION BOARD OF APPEALS; TO PROVIDE FOR REGULAR MEETINGS AND COMPLIANCE WITH THE OPEN MEETINGS ACT; TO PROVIDE FOR OPERATION OF THE CONSTRUCTION BOARD OF APPEALS; TO PROVIDE THAT THE TOWNSHIP BOARD MAY ESTABLISH A FEE SCHEDULE FOR APPEALS TO THE CONSTRUCTION BOARD OF APPEALS; TO PROVIDE FOR ADDING SECTION 5.07; TO PROVIDE FOR PENALTY; TO PROVIDE FOR REPEAL; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR PUBLICATION AND EFFECTIVE DATE.**

**THE CHARTER TOWNSHIP OF PLYMOUTH ORDAINS:**

Ordinance No. 1016, is hereby adopted to read as follows:

**SECTION I. AMENDMENT TO CHAPTER XII, ARTICLE 5**

Chapter XII, Article 5, Sections 5.06 the Code of Ordinances is hereby amended to read as follows:

XII-5.06      Construction Code of Appeals

A.      Created.

There is hereby created in and for the Township a construction board of appeals.

B.      Composition; chairman; qualifications.

The building board of appeals shall consist of 3 appointed members, plus the Building Official, whom shall be an ex officio member of said board but shall have no vote on any matter before the board. The members of the board of appeals shall be nominated by the Supervisor, and approved by the Township Board. Each member's term shall be two

years. One member of the board shall be chosen and appointed by the Township Board to act as chairman. Persons appointed to the board of appeals shall be qualified by experience or training to perform the duties of members of the board of appeals.

C. Meetings.

Meetings of the building board of appeals shall be held at regular intervals and at such other times as the board chairman may determine. All meetings shall be held in compliance with the Open Meetings Act, MCL 15.261 et seq.

D. Operation.

If the Building Official refuses to grant an application for a permit for a matter regulated by the State Construction Code, or makes any other decision pursuant or related to the State Construction Code, an interested person, or the person's authorized agent, may appeal in writing to the board of appeals. The board of appeals shall hear the appeal and render and file its decision with a statement of reasons for the decision with the enforcing agency from whom the appeal was taken not more than 30 days after submission of the appeal. Failure by the board of appeals to hear an appeal and file a decision within the time limit is a denial of the appeal. A copy of the decision and statement of the reasons for the decision shall be delivered or mailed, before filing, to the party taking the appeal. The building board of appeals may adopt rules of procedure and shall keep records of appeals to it and decisions rendered.

F. Fees

The Township Board may establish a fee schedule for submitting an appeal to the construction board of appeals.

Chapter XII, Article 5, Sections 5.07 the Code of Ordinances is hereby added to read as follows:

Unless otherwise provided, any person, corporation, partnership or any other legal entity who violates the provisions of this ordinance shall be guilty of a misdemeanor and may be fined not more than \$500 or imprisoned for not more than 90 days, or both, at the discretion of the court.

**SECTION II. PENALTY.**

Unless otherwise provided, any person, corporation, partnership or any other legal entity who violates the provisions of this ordinance shall be guilty of a misdemeanor and may be fined not more than \$500 or imprisoned for not more than 90 days, or both, at the discretion of the court.

**SECTION III. REPEAL.**

All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance, except as herein provided, are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

**SECTION IV. SEVERABILITY.**

If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

**SECTION V. SAVINGS CLAUSE.**

The repeal or amendment herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending litigation or prosecution of any right established or occurring prior to the effective date of this Ordinance.

**SECTION VI. PUBLICATION.**

The Clerk for the Charter Township of Plymouth shall cause this Ordinance to be published in the manner required by law.

**SECTION VII. EFFECTIVE DATE.**

This Ordinance shall take full force and effect upon publication.

CERTIFICATION

The foregoing Ordinance was duly adopted by the Township Board Trustees of the Charter Township of Plymouth at its regular meeting called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and was ordered to be given publication in the manner required by law.

---

Jerry Vorva, Clerk

Introduced: May 23, 2017, First Reading  
Published: \_\_\_\_\_  
Adopted: \_\_\_\_\_  
Effective upon Publication: \_\_\_\_\_



**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES MEETING  
MAY 23, 2017**

**ITEM F.3**

**APPROVAL OF RECREATION SURVEY  
PLYMOUTH COMMUNITY  
SUPERVISOR HEISE**



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** May 23, 2017

**ITEM:** Recreation Survey for the City of Plymouth and Plymouth Charter Township

**PRESENTER:** Kurt Heise, Supervisor

**BACKGROUND:**

It is our opinion that we need a survey that considers the possibility of future joint recreational programs with the City of Plymouth, who has consulted with EPIC-MRA to inquire about having a professional survey which provides for specific focus groups based on the criteria established.

**ACTION REQUESTED:** Approve entering into an agreement with the City of Plymouth on a 50/50 cost sharing formula for them to hire EPIC/MRA to conduct this survey at a cost not to exceed \$7,125.00.

**RECOMMENDATION:** Approve

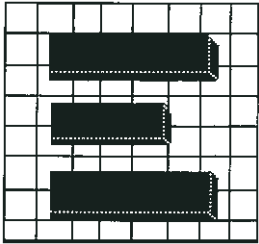
**PROPOSED RESOLUTION:** I move to approve entering into a cost sharing agreement with the City of Plymouth in accordance with the letter from EPIC/MRA dated April 3, 2017, to conduct a one-time recreational survey from residents in both communities at a cost not to exceed \$7,125.00.

**ATTACHMENTS:**

Moved By \_\_\_\_\_ Seconded By \_\_\_\_\_

ROLL CALL:

\_\_\_\_\_ JD \_\_\_\_\_ CC \_\_\_\_\_ MC \_\_\_\_\_ KH \_\_\_\_\_ JV \_\_\_\_\_ GH \_\_\_\_\_ BD



April 3, 2017

Steve Anderson, Recreation Director  
City of Plymouth  
525 Farmer  
Plymouth, MI 48170

Dear Mr. Anderson:

Thank you for your recent inquiry about our company and your request for further detail in regard to our survey research services. For well over two decades, municipalities such as the City of Plymouth have been using our firm's research services to assist in charting overall policy direction, as well as to give guidance for strategic planning, budgeting priorities, and public outreach and education efforts. Our constituent contact databases have also been widely used by clients to help advance their objectives as a proven effective and efficient means to communicate information gleaned from the research to the general public; whether simply educational in nature, or to communicate directly to and target voters in the event of an election issue.

#### **SURVEY RESEARCH:**

As understood at this juncture, the City of Plymouth may wish to pursue a joint venture with Plymouth Township to provide Parks and Recreation services to both communities, and commission a survey of residents to test support for such a venture. Obviously, this broad understanding of the City's general interest would require further refinement in order to create a useful survey instrument. If we are fortunate enough to be selected to assist with this objective, the process would begin by conferring with the representatives of the City of Plymouth and, if desired, Plymouth Township, to define more precisely the desired lines of inquiry, and formulate specific questions that will address the topics of importance and generate data that would be used to guide and inform the City and Township.

From this dialogue, which is often the most time consuming aspect of the process, an initial draft of a survey instrument is presented for review and comment, with this review and re-draft process continuing until a questionnaire that is satisfactory to all parties is developed. Typically, this phase consumes the lion's share of what is normally a *six-to-eight week* timeline for completion of the research; from initial consultation through presentation of a final report with recommendations.

- Educational
- Political
- Industrial
- Consumer
  
- Market
- Research
- Analysis

Presentation of the draft questionnaire would include an estimate of the average interview length. As can be seen from the price chart that follows, interview length is one primary factor in determining the overall price of the research. Sample size, or the number of interviews to be administered, is the other main variable that determines survey's cost.

The number of samples selected for completion is dependent on a number of factors, chief among them being the overall size of the potential respondent pool, as well as the Client's need to analyze population subsets (e.g. park and recreation users vs. non-users, respondents by age group, respondents by income range, parents of school-age children, registered voters, etc.) within the overall sample. EPIC • MRA maintains an in-house file of published telephone numbers, and also maintains the latest update of the Secretary of State's qualified voter file and Bureau of the Census information. For example; if the survey is to be conducted among registered voters only, then the telephone file is matched against that portion of the voter file containing addresses denominated as being within the district's jurisdiction. From this resulting matched file, numbers are randomly pulled in a manner that ensures proper stratification (i.e. proportional to governmental subunit-based on voter turnout) across the subject jurisdiction. Similarly, if the survey is to be conducted of the general public, a similar method of stratification would be used based on the respective populations of the City of Plymouth and Plymouth Township.

With the increased incidence of exclusive use of non-landline devices, practitioners in the industry continue to explore ways to ensure that all segments of the subject population are appropriately represented in the sample. For the past several years, EPIC • MRA has acquired cell phone number lists and successfully incorporated cell phone-only users in all of its surveys. As standard practice, EPIC • MRA augments its land-line sample by completing *a minimum of 20 percent, and up to 30 percent*, of the sampling with cell phone only-users, without a concomitant increase in the end service price. This helps to ensure that the entire population, especially those in the younger age categories, are sufficiently sampled and represented in the overall survey results.

An initial review of the City of Plymouth reveals a resident population of approximately 9,000, and a resident population of approximately 29,000 in Plymouth Township. Experience indicates these respective totals will comfortably support a 300 sample survey, but extending the sampling beyond that would not be cost efficient. Our recommended stratification would be: completing 75 interviews from the City of Plymouth (a margin of error of  $\pm 11.25\%$  for the City segment), completing 225 interviews from Plymouth Township (a margin of error of  $\pm 6.5\%$  for the Township segment) and offering an "overall" margin of error of  $\pm 5.7\%$ . This stratification maintains the nearly 3:1 population ratio found between the two jurisdictions. Regarding the City, the desire for a lower margin of error outweighs the potential cost, and EPIC • MRA would recommend an oversample of 25 additional interviews be taken from the City of Plymouth, which would decrease the margin of error to  $\pm 9.8\%$ , and bring the total sample size to 100.

Once collaboration on creating a satisfactory survey instrument and sampling frame is complete, we set about conducting the interviews. Typically, the interview administration for a 15-minute, 300-sample survey will take three to five days to complete; after which the data set is ready for application of aggregation and tallying software. The resulting compiled data are referred to as tabular reports and consist of:

Frequency results - the percentage of all respondents saying "yes, no, undecided, or don't know/refused" to the survey questions (presented in the form of a filled-in questionnaire);

and,

Cross tabulation tables - the tabulation of responses to individual questions by segment; that is, demographic subgroups: such as proclivity to vote, gender, age, parent status, etc.

The frequency results are useful in gauging overall reaction to specific questions posed, and for garnering a notion of what the attitudes of the population as a whole might be. The cross tabulation tables are beneficial (presuming the subset being analyzed is sufficiently large) in getting a handle on how particular segments of the population (e.g. frequent ballot issue voters v. infrequent ballot issue voters) react to a question in comparison to the entire sample.

The comparison of frequencies with crosstabs is useful in analyzing the respective attitudes of subgroups toward the topics being measured, as well as gauging popular acceptance for particular proposals, policy changes, or other measures that are potentially controversial. Moreover, if the survey includes a message-test battery, (a portion of the survey wherein "Pro/Con" statements precede the substantive "Support/Oppose" question) the Client has the opportunity to preview what arguments - both supporting and opposing - are most resonant among the entire population, as well as within specific subgroups. In this way, policy makers are able to put the best foot forward when formulating or advancing an idea or initiative.

With the foregoing given as a brief background primer, the following chart illustrates prices for the live-operator, telephone survey research services:

	<b>300 Samples</b> (±5.7% margin of error) w/25 "Oversamples"
Up to 12-Minutes	\$14,250.00
Up to 15-Minutes	\$16,750.00

The quoted prices are for all survey-related services, including:

- The professional fee for one on-site pre-survey client consultation
- Ongoing consultation to finalize the survey instrument
- Telephone sample draw
- Interview administration and supervision
- Data entry of results and coding of open-ended questions
- Frequency and cross-tabulation tables
- Textual executive summary
- One on-site oral presentation of results

**PLEASE NOTE:** The prices quoted also include an electronic voter contact database, which includes the name and address of the district's registered voters, along with other designations; such as individual vote history and absentee-voter status. Such a database is also available for purchase as a stand-alone product if survey research services are NOT commissioned.

The on-site oral presentation would include, if desired, a slide show illustrating survey findings, and we would also make ourselves available for a Q&A session afterward if deemed appropriate. Often, such a presentation is requested by the client to be held during a regularly scheduled Board meeting, and goes a long way to justify the expenditure of taxpayer dollars on survey research services.

### **FOCUS GROUPS:**

In addition to the more "quantitative" approach of a telephone survey, EPIC • MRA frequently conducts more "qualitative" research by way of Focus Groups. Focus Groups often allow a more in-depth analysis of topics, conducted among a small group of participants, which allows the client to drill-down more deeply on desired lines of inquiry.

Most focus group sessions will ideally have from 8 to 12 participants who are guided through a 90-minute discussion of pre-selected topics and issues. Recruiting of the participants is akin to conducting oversamples of a survey in that specific demographic criteria are developed and individuals fitting those criteria are solicited. At the conclusion of the session, monetary incentive payments are issued, and the participants return home.

Upon conclusion of a session, or series of sessions probing the same topic, a written report is drafted. These reports seek to distill the individual participants' comments on the variety of discrete topics discussed. In addition, the session's Audio/Visual recordings allow the use of selected verbatim comments to highlight particular points.

EPIC • MRA maintains a wonderful, on-going working relationship with Cypher Research - located in Canton, MI – a professional, stand-alone Focus Group research facility that would be used in the event that Focus Groups are desired by the client.

General pricing parameters for Focus Group research services are as follows:

TASK	DESCRIPTION	PRICE
Secure facilities	Includes: reserving site, providing A/V recording and DVD/Flash Drive copies to the client, attending to food and beverages for participants and guests, and associated logistical details.	\$ 1,000
Recruit participants	Call center hours expended to fill groups and data entry.	\$33.00 per hour
Administration	Includes: script writing; attendance at sessions and travel; distribution of stipends; oversight of recruitment; confirmation letters and phone call follow-ups to all recruits; telephone sample draw; amendment and incorporation into recruitment protocols; ongoing consultation with concerned parties.	\$750
Moderation	Includes: all travel expenses, moderator's guide script writing, moderating the Focus Group, analysis and written report of the Groups' findings.	\$1,500 - \$2,000 <i>(depending on # of groups commissioned)</i>
Stipends	Recommended stipends for 10 participants per group (recruiting 12 to 15; for 10 to 12 to show).	\$100 per recruit

*Please note: For Focus Groups, two thirds of the total final estimate is generally required as an initial installment due prior to the sessions, with the final installment for the work totaling either a greater or lesser amount for the balance based on actual call center hours expended during recruitment, offset by the difference of unissued stipends due to no-shows, if any.*

It is hoped that the foregoing is helpful in your deliberations. Of course, if you would like to discuss this proposal in further detail, please do not hesitate to contact me. In addition, a detailed list of references can be provided at your request.

Thank you for the opportunity to offer our firm's services.

Yours truly,

Kelly Sullivan  
 EPIC-MRA

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES MEETING  
MAY 23, 2017**

**ITEM F.4**

**APPROVAL OF CONTRACT FOR  
RESTORATION OF GOVERNMENT  
ACCESS CABLE CHANNEL  
SUPERVISOR HEISE**





## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** May 23, 2017

**ITEM:** Contracts with ELAN Engineering for Restoration of Government Access Channel

**PRESENTER:** Kurt Heise, Supervisor

**BACKGROUND:**

Our government access channel has been dormant for a very long time, despite the fact that the Township is receiving quarterly PEG fees for that purpose.

**ACTION REQUESTED:** Approve the contracts with ELAN Engineering so that we can move forward with restoring our government access channel.

**RECOMMENDATION:** This was previously discussed at our March 21, 2017 Study Session.

**PROPOSED MOTION:** I move to approve entering into the contract with ELAN Engineering for the restoration of our government access channel, which includes all needed cable related services, computer systems and professional services.

Moved By \_\_\_\_\_ Seconded By \_\_\_\_\_

ROLL CALL:

\_\_\_\_\_ JD \_\_\_\_\_ CC \_\_\_\_\_ MC \_\_\_\_\_ KH \_\_\_\_\_ JV \_\_\_\_\_ GH \_\_\_\_\_ BD




# 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: May 15, 2017

---

I have attached for your consideration a contract with ELAN Engineering that is needed for the restoration of our township's long-dormant government access channel. This item was discussed at our Study Session of March 21.

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 description of ELAN's scope of work is incorporated into the contract.

ELAN has now created a single contract rather than three separate quote documents as was presented to the Board on March 21. The contract addresses many of the legal and payment issues raised by the Board, and increases the amount of the original quote by \$2,194.99 due to our requested four-year warranty on the Dell computer needed for the system, and other needed technical enhancements. The contract covers all needed cable-related equipment, computer systems, and professional services.

The contract has been reviewed by Attorney Bennett. Funding will come out of our PEG fees which we receive annually from both Comcast and WOW.

**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

This Services Agreement (“Agreement”) made and entered into this 11th day of April 2017, by and between **ELAN EQUIPMENT, INC. dba ELAN ENGINEERING**, a Michigan corporation, located at 55309 LYON INDUSTRIAL DRIVE, NEW HUDSON, MI 48165 (hereinafter referred to as "**ELAN Engineering**" or "**ELAN**") and **Plymouth Township located at 9955 N. Haggerty Road, Plymouth, MI 48170** (hereinafter "**OWNER**") (ELAN and OWNER may be referred to herein individually as a “Party” or collectively as “Parties”).

Whereas, **ELAN** wishes to provide to **OWNER** and **OWNER** wishes to engage **ELAN** to perform certain design, installation and maintenance services with respect to the certain systems installed in and/or between **OWNER**'s buildings (hereinafter “Project”).

Now therefore, for good and valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

1. **Services.** **OWNER** hereby engages **ELAN** to provide the services specifically described in Schedules, which are attached hereto and incorporated herein as if fully restated herein. The services specifically described in Schedules shall be hereinafter referred to as “Services.” By separate written agreement, on terms mutually agreeable between **OWNER** and **ELAN**, the **OWNER** may engage **ELAN** to perform additional services in addition to those specified on Schedules.
2. **Term.** This Agreement shall remain in force for a term of five (5) years commencing on April 11<sup>th</sup>, 2017 (hereinafter “Initial Term”) Thereafter, and without further action from the Parties, the Agreement shall automatically renew for successive terms of five (5) years each (“hereinafter each a “Successive Term”). There shall be no limit on the number of Successive Term periods, it being understood and agreed this Agreement may continue in perpetuity. The Agreement may only be terminated at the end of the Initial Term or any Successive Terms, provided the terminating Party provides written notice to the other Party no later than one hundred and twenty (120) calendar days prior to the expiration of the Initial Term or Successive Term, whichever term the Parties are currently under.
3. **Additional Services** All services performed that are not specified in schedules will be billed Time and Material
4. **Price and Payment.** **OWNER** shall pay **ELAN** service fees based on schedules attached (hereinafter “Service Fees”) or Time and Material invoice. **OWNER’S** payment of the Service Fees to **ELAN** shall be due on or before the first day of each month. Recurring Maintenance Contract Fees shall be due on or before the first day of each month regardless of whether **ELAN** issues an invoice to the **OWNER**. **Owner** may make a single annual payment instead of monthly payments for Maintenance Contracts. In addition to the Service Fees, a deposit when required (hereinafter “Deposit”) is due no later than five (5) days after **OWNER** signs this Agreement. **OWNER’S** payment of the Deposit is a condition precedent to **ELAN’S** obligation to perform the Services. If the **OWNER** fails by the tenth (10<sup>th</sup>) day of the month to make any payment required by this Agreement, all unpaid amounts shall bear interest

from the payment due date until paid at the rate of eighteen percent (18%) per annum or maximum interest rate a public corporation may agree to. All payments shall be sent to ELAN'S address as set forth on page one (1) of this Agreement, unless ELAN notifies the OWNER of a new address for ELAN or payment remittance. Payments may also be made by ACH or check. Each payment received by ELAN shall be applied first to the oldest charge due under this Agreement. The OWNER'S duty to make payments due pursuant to this Agreement is absolute and unconditional, and all payments shall be paid to ELAN without notice or demand, and without abatement, setoff, deferment, reduction, counterclaim and/or recoupment. Any partial payment by OWNER shall not constitute a release or an accord or satisfaction for any greater sum due, or to become due, regardless of any endorsement or restriction. All equipment/material sales are subject to state and local taxes and shipping and handling charges. In order to be exempt from sales tax, a tax ID number is required at the time the order is placed.

5. **Adjustment to Service Fee.** The Maintenance Service Fee shall remain in effect for the Initial Term. Thereafter, with each Successive Term the Maintenance Service Fee may increase, at the sole and exclusive option of ELAN and upon written notice to OWNER, and to cover increases in labor rates, insurance, published retail prices of parts suppliers and other expenses.
6. **Equipment to be serviced.** The Services shall be specifically limited to those systems and components described in the Schedules. The Services shall not be expanded unless the Parties execute a written amendment to this Agreement. The Services shall not apply to the replacement or repair of the equipment necessitated by reason of negligence, misuse, theft or vandalism, war, acts of God or by reason of any cause beyond ELAN'S control, except for normal wear and tear, nor shall ELAN be required to repair or replace parts because of purely cosmetic imperfections. Further, ELAN will have no obligation to repair or replace any part or equipment which was installed, repaired or otherwise serviced by anyone other than ELAN. Further, except as provided in this Agreement, ELAN shall not be required to make any safety tests or to install new attachments or additional controls as recommended or directed by any insurance company, laboratory or government authority, or to replace components covered by this Agreement with parts of devices of a design different than that specified herein.
7. **Timing of Services.** ELAN shall only be required to provide the Services during ELAN'S regular working hours and on ELAN'S regular business days. OWNER shall be billed separately for all work performed outside regular working hours by ELAN on an overtime basis.
8. ELAN shall have exclusive responsibility for the selection of service suppliers and subcontractors for the completion of the Agreement.
9. Upon receipt of any invoice from ELAN, the OWNER shall pay ELAN for all overtime charges. Payment for overtime shall be in addition to the Service Charge. The payment of overtime charges shall be governed in the same manner as payment of the Service Fee as required by this Agreement.

10. At **OWNER'S** request, **ELAN** shall use its best efforts to provide unscheduled service (i.e., not regularly required under the terms of this Agreement) as may be necessary to maintain the systems covered by this Agreement, billed at Time and Material rates or estimate.
11. **Repair and Replacement of Parts.** In performing the testing and maintenance services required under this Agreement, **ELAN** shall have the sole and absolute right to determine whether a worn or malfunctioning part shall be repaired or replaced.
12. **OWNER'S Obligations.** **OWNER** shall (1) maintain proper environmental conditions for all equipment, (2) exercise reasonable protection against misuse or vandalism, (3) provide **ELAN** with reasonable access to all equipment, and (4) assign one or more representatives who shall be present during the performance of all services required under this Agreement.
13. **Limitation of Liability.** **ELAN** shall not be liable for any delay in furnishing, or failure to furnish service required under this Agreement due to fire, flood, strike, lock-out, and dispute with workmen, inability to obtain material, war, acts of God, or any cause beyond its reasonable control. The parties agree that **ELAN** is not an insurer, and shall not be liable for any damage to **OWNER'S** property, or the property of any other person, either direct or consequential, which may arise from the failure or delay in furnishing service, or the improper operation of the systems covered by this Agreement. ~~**OWNER** hereby agrees to the fullest extent permitted by law, indemnify and defend **ELAN** and hold **ELAN** harmless from all losses, claims, expenses, damages or liabilities of any kind, including attorney's fees, arising out of or in any way related to **ELAN'S** delay in furnishing or failure to furnish service under this Agreement, or the improper operation of the systems covered by this Agreement.~~ **Owner** hereby agrees that Project, equipment and services provided are specifically not designed or provided for use as 'Emergency Alert' or for 'Public Safety Announcement'. **Owner's** use of Project, equipment or services for use as 'Emergency Alert' or for 'Public Safety Announcement' is a material breach of contract. Owner Initial \_\_\_\_\_

#### 14. **Intellectual Property**

- a) The **Owner** acknowledges that **ELAN** has custom designed the Services on the basis of Projects specific requirements and an interactive telecommunications and Communication Platform as a Service, established and owned by **ELAN** (the CPaaS "Communication Platform as a Service"). The **Owner** agrees that all work produced in the development of the Services and all work product which **ELAN** produces in performing the Services, or any component thereof, including computer software, publications, reports and other materials prepared by **ELAN** (whether or not copyrighted or patentable), shall be the property of **ELAN**. The **Owner** acknowledges that all copyright, rights to patents, trade secrets or other intellectual property in all such work and in the Services, are the property of **ELAN**.
- b) **Owner** hereby expressly reserves any and all moral rights arising under the Copyright Act (USA) as amended (or any successor legislation of similar force and effect) or at common law with **ELAN**, as author, has with respect to all copyrighted works prepared by **ELAN** hereunder including, without

limitation, the right to attribution of authorship, the right to restrain any distortion, mutilation or other modification of any such work and the right to prohibit any use of any such work in association with a product, service, cause or institution that might be prejudicial to ELAN's reputation.]

**15. Termination.**

- a. Either Party may terminate this Agreement because the other party has materially breach any term of this Agreement, by giving the materially breaching party ninety (90) days written notice.
- b. The **OWNER** may terminate services specifically described in Schedules, without cause, by giving **ELAN** one hundred twenty (120) days written notice, and by 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.
- c. The **OWNER** may terminate Maintenance Service Agreement, without cause, by giving **ELAN** one hundred twenty (120) days written notice, and by paying **ELAN** liquidated damages equal to twelve (12) payments of the Service Fee.
- d. The Parties expressly agree the liquidated damages permitted by this Agreement shall not be deemed a penalty, it being understood and agreed **ELAN'S** damages for a termination would be difficult to ascertain, and, therefore the Parties agree the liquidated damages required by this Agreement are fair and reasonable.

16. **Benefits.** This Agreement shall be binding upon and shall insure to the benefit of the Parties, and their respective successors and assigns. Neither Party shall assign any part of this Agreement without prior written consent of the other Party, which shall not be unreasonably withheld.

17. **Owner** acknowledges there are no warranties (express or implied), representations, promises or verbal statements whatsoever which are binding on **ELAN**.

18. 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 and serviced under this estimate. Any legal or collection fees incurred by **ELAN** shall be the responsibility of Owner.

19. **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. Owner hereby expressly waives and releases **ELAN** from any and all consequential damages resulting from or related to this Agreement, it being agreed and understood Owner's sole and exclusive remedy for any default in performance is the re-performance of the work.
20. **Provisions** This Agreement 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. Owner 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 Agreement unless otherwise specified in the schedule. 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.
21. **Entire Agreement.** This Agreement supersedes all statements and representations and contains the entire agreement between the parties with respect to the subject matter hereof. The provisions of this Agreement may be modified only by a writing signed by all the parties.
22. **Notices.** All notices required under this Agreement shall be in writing and must be delivered in person or by registered or certified mail, return receipt requested, postage fully prepaid, to the addresses shown on page one of this Agreement. Notices shall be considered received upon personal delivery or, if mailed, two (2) business days after deposit in the mail.
23. **Severability.** If any provision of this Agreement, or the application of such provision to any person, entity or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provisions to persons, entities or circumstances other than those to which it is held invalid, shall not be affected thereby.
24. **Miscellaneous.** This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan. The Parties agree each of them is vested with the full authority to sign this Agreement. The Parties acknowledge and agree this Agreement is the product of negotiations between the Parties and the each of the Parties has contributed to this Agreement. Accordingly, the Parties agree that any otherwise applicable legal rule of contract construction requiring ambiguities to be construed against the drafter will not be applicable in any dispute regarding the terms of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed equally authentic. The Parties may exchange signed copies of this Agreement by facsimile and/or electronic mail copy.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

**ELAN ENGINEERING**

**MICHAEL W. REFALO**

**President**

**Date** \_\_\_\_\_

**Plymouth Township**

**BY:** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**Date** \_\_\_\_\_



## **SCHEDULE – PEG Channel**

1. Whereas, **ELAN** wishes to provide to **OWNER** and **OWNER** wishes to engage **ELAN** to perform certain services with respect to the installation of PEG channel originating at the township building. The following services will be provided;
2. Work with Comcast to determine cost effective fiber optic connection for encoding equipment.
3. Work with WOW to determine cost effective fiber optic connection for encoding equipment.
4. Coordinate Comcast's fiber optic connections to township hall.
5. Coordinate WOW's fiber optic connections to township hall.
6. Schedule CATV installation and testing.
7. CATV fiber terminated in LIU at POP.
8. Coordinate installation and testing with Bob Janks.
9. POP (Point of Presence) has UPS power and rack available.
10. Provide and install fiber optic LIU, cable, patch cables, couplers and patch panels as needed at POP from rack to CATV LIU.
11. Install Radiant 4500 HD/SD-SDI fiber optic video encoder, with WDM laser, in rack at POP in **OWNER's** DATA Center to connect to Comcast.
  - a. Configure equipment and co-ordinate with Comcast engineers to turn up new channels.
12. Generate test page from POP on Comcast PEG channel
13. Install Radiant 4500 HD/SD-SDI fiber optic video encoder, with WDM laser, in rack at POP in **OWNER's** DATA Center to connect to WOW.
  - a. Configure equipment and co-ordinate with Comcast and WOW engineers to turn up new channels.
14. Generate test page from POP on WOW PEG channel
15. Provide and Install Leightonix ULTRA Nexus HD-SDI digital video server in rack at POP.
  - a. HD-SDI input/output
  - b. 1TB SSD
    - i. Expandable to 16TB
  - c. Emergency Messaging
  - d. Twitter Feed Integration
  - e. 5-year warranty
16. Install cables from VL4500 to Nexus.
17. Generate PEG channel broadcast from Ultra Nexus server on Comcast PEG channel.

OWNER \_\_\_\_\_ DATE \_\_\_\_\_

18. Provide and install SDI coaxial cable from video server to editing room.
19. ELAN will provide training on Ultra Nexus;
  - a. 1<sup>st</sup> meeting to review logging into website
    - i. Review training videos
    - ii. Schedule 1 hour webinar training
20. Dell computer;
  - i. I7 – 3.4GHz
  - ii. 16GB RAM (single DIMM, DR4, 2133MHz),
  - iii. 1.0 TB drive
  - iv. W10 PRO
  - v. 4GB NVIDIA GeForce GTX 745
  - vi. Initial computer configuration
21. Dell SE27 27” flat scree
22. DaVinci Resolve video software
23. Comcast and WOW to provide:
  - a. Fiber optic cable and termination at POP and headend
  - b. PEG channel equipment at headend
24. Final payment 30 days after acceptance

OWNER \_\_\_\_\_ DATE \_\_\_\_\_

**PROFESSIONAL SERVICES**

1. CATV fiber terminated in LIU at POP	\$3,500.00
2. Fiber Optic cable installation	\$1,200.00
3. Generate page from POP on Comcast PEG channel	\$2,968.53
4. Generate page from POP on WOW PEG channel	\$2,968.53
5. Generate PEG channel broadcast from Ultra-Nexus server on Comcast PEG channel.	\$1,500.00
6. Install SDI cable	\$500.00
7. Final Payment	\$1,500.00

**EQUIPMENT**

8. Leightonix ULTRA Nexus	\$13,995.00
a. Monthly warranty fee	\$0.00
9. Dell computer	\$1,699.99
10. Dell Monitor	\$229.99
11. Extend Dell warranty 4 years	\$299.99
12. DaVinci Resolve software	\$995.00

OWNER \_\_\_\_\_ DATE \_\_\_\_\_

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES MEETING  
MAY 23, 2017**

**ITEM F.5**

**APPROVAL TO HIRE THREE (3)  
FULL-TIME FIREFIGHTERS  
SUPERVISOR HEISE  
FIRE CHIEF PHILLIPS**



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** May 23, 2017

**ITEM:** Authorization to hire three (3) full-time firefighters

**PRESENTER:** Kurt Heise, Supervisor and Dan Phillips, Fire Chief

**BACKGROUND:**

In accordance with our recent discussions, it is my recommendation that we move forward with hiring three (3) full time firefighters.

**ACTION REQUESTED:** Authorize the Township Supervisor to hire three (3) full-time firefighters. As we have discussed, the Civil Service process is tedious and time consuming. We are currently preparing to schedule interviews for candidates, after which favorable physical examinations, background checks and psychological testing must be completed before job offers can be made.

**RECOMMENDATION:** Approve

**PROPOSED MOTION:** I move to authorize the Township Supervisor to recruit three (3) full-time firefighters in order to reopen Fire Station #2, pursuant to the rules and hiring procedures of the Civil Service Commission, with the understanding that the reopening is facilitated by an agreement with Northville Township that will be presented to this Board upon the conclusion of negotiations.

Moved By \_\_\_\_\_ Seconded By \_\_\_\_\_

ROLL CALL:

\_\_\_\_\_ JD \_\_\_\_\_ CC \_\_\_\_\_ MC \_\_\_\_\_ KH \_\_\_\_\_ JV \_\_\_\_\_ GH \_\_\_\_\_ BD

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES MEETING  
MAY 23, 2017**

**ITEM F.6**

**APPROVAL OF IGA FOR  
FIREFIGHTER HEALTH CARE  
WITH CITY OF PLYMOUTH  
RESOLUTION #2017-05-23-15  
SUPERVISOR HEISE**



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** May 23, 2017

**ITEM:** Approval of Intergovernmental Agreement with the City of Plymouth for Post-Retirement Healthcare Costs, Resolution #2017-05-23-15

**PRESENTER:** Kurt Heise, Supervisor

**BACKGROUND:**

We have been working cooperatively with the City of Plymouth administration and staff to reach a consensus on the payment of healthcare legacy costs for post-retirement benefits for those firefighters who were a part of the joint fire department. This was accomplished for the period up to December 31, 2015 last July. We are now looking at payment for the costs related to 2016 with a lump sum payment and will begin billing the City of Plymouth on a quarterly basis thereafter.

**ACTION REQUESTED:** Approve Resolution #2017-05-23-15 to acknowledge settlement of retiree health care costs for calendar year 2016 and allow for future billing for all affected fire department staff members.

**PROPOSED RESOLUTION:** I move to approve Resolution #2017-05-23-15 authorizing the Supervisor to enter into agreement with the City of Plymouth to accept \$71,428.54 as payment in full for post-termination Health Care Costs from January 1, 2016 to December 31, 2016 and further to authorize the Township Clerk's office to invoice the City of Plymouth on a quarterly basis for all subsequent costs for current and future retirees in accordance with the attached Exhibit #1 and #2.

Moved By \_\_\_\_\_ Seconded By \_\_\_\_\_

ROLL CALL:

\_\_\_\_\_ JD \_\_\_\_\_ CC \_\_\_\_\_ MC \_\_\_\_\_ KH \_\_\_\_\_ JV \_\_\_\_\_ GH \_\_\_\_\_ BD

**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 (54.68% 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:

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

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 122 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 122 "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, 3031, 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 122 "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.* The City's responsibility for current retired firefighters for the year 2016, using the formula described in 3(a) above, is SEVENTY-ONE THOUSAND FOUR HUNDRED TWENTY-EIGHT AND 54/100 DOLLARS (\$71,428.54). The City shall pay the Township this amount within one month of the effective date of this Agreement. After December 31, 2016, every quarter Township shall present to City a notice of actual, incurred health care costs pertaining to the health care costs identified in Paragraph 3 of this Agreement for any actual, incurred health care costs that the Township or a third party, e.g. a prefunded Trust, acting on behalf of 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 actual, incurred costs that were actually paid by the Township or by a third party acting on behalf of the Township, City shall pay to the Township directly the amount contained in the notice of actual, incurred costs. At no time shall City be responsible or required to make any payment under this Agreement for

any estimated costs, prefunded costs, and/or actuarial based costs. The City shall only be responsible for payment reimbursing Township for the actual, incurred costs based upon the actual amount paid by the Township or by a third party acting on behalf of the Township with respect to health care costs covered by this Agreement. At no time shall City be responsible or required to make a payment to any person or entity other than 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.)*

CURRENT LEGACY			Joint/Total				EXHIBIT I
Last Name	First Name	City/Twp Hire	Hire Date	Retirement Date	Total Months	Joint Months	% of Shared Costs
Belsky	Donald	City	06/14/1969	12/31/1995	319	11	0.034
Eldridge	Douglas	City	06/01/1977	05/31/2005	335	124	0.370
Groth	Larry	Twp	12/01/1968	09/19/2003	417	104	0.249
Haar	James	Twp	07/01/1979	12/31/2007	342	155	0.453
Hahn	Donald	Twp	02/02/1979	12/31/2005	323	131	0.406
Honke	Frederick	Twp	05/15/1960	12/31/1995	428	11	0.026
Jury	James	Twp	08/01/1987	08/23/2012	301	203	0.674
King	Martin	Twp	01/14/1981	11/30/2009	347	178	0.513
<b>Matthews</b>	<b>Alan</b>	<b>City</b>	<b>07/22/1967</b>	<b>05/01/2000</b>	<b>393</b>	<b>63</b>	<b>0.160*</b>
Maycock	Randolph	Twp	02/01/1972	05/30/2008	436	160	0.366
McDurmon	Donald	Twp	02/01/1979	09/27/2006	332	140	0.422
Rainey	Paul	Twp	01/09/1980	11/27/2007	335	154	0.460
Russo	Charles	Twp	08/05/1987	08/08/2012	300	203	0.677
Valensky	James	City	03/20/1980	07/31/2007	328	150	0.457
VanVleck	Charles	Twp	08/25/1971	09/05/2003	384	104	0.270
Warren	William	City	03/17/1980	09/01/2005	307	127	0.414
Wendel	Mark	Twp	07/09/1979	12/31/2014	425	203	0.478
Westfall	Gregory	Twp	11/01/1976	06/30/2005	344	125	0.363

**\*City Pays**

FUTURE LEGACY			Joint/Total		EXHIBIT II	
Last Name	First Name	City/ Twp. Hire	Hire Date	As of 12/31/15 Total Months	02/-5/95 TO 12/31/11 Joint Months	% of Shared Costs
Atkins	Daniel	Twp.	11/16/1992	278	203	
Bukis	Peter	Twp.	10/24/2001	170	122	
Conely	Patrick	Twp.	08/20/2001	172	124	
Conroy	William	Twp.	09/02/1995	244	196	
Fox	David	Twp.	12/26/1995	240	192	
Gross	Scott	Twp.	10/16/1995	243	194	
<b>Harrell</b>	<b>James</b>	<b>Twp.</b>	<b>01/08/1996</b>	<b>240</b>	<b>192</b>	
<b>Mack</b>	<b>Christopher</b>	<b>Twp.</b>	<b>12/29/1995</b>	<b>240</b>	<b>192</b>	
<b>Mallari</b>	<b>Jeffrey</b>	<b>Twp.</b>	<b>07/14/2003</b>	<b>126*</b>	<b>102</b>	
<b>Mangan</b>	<b>Greg</b>	<b>Twp.</b>	<b>09/12/2005</b>	<b>100*</b>	<b>76</b>	
Mann	Charles	Twp.	08/13/1992	281	203	
Phillips	Daniel	Twp.	09/02/1992	280	203	
<b>Randall</b>	<b>Jeffrey</b>	<b>Twp.</b>	<b>07/22/2002</b>	162	113	
<b>Tefend</b>	<b>Ricky</b>	<b>Twp.</b>	<b>08/13/1992</b>	281	203	
Villet	Guy	Twp.	09/14/2005	100*	76	

\*24 months subtracted from total months of Township time due to layoff between 2012 and 2014 (Mallari was 150, Mangan was 124 and Villet was 124)

Boldfaced names were originally left off of future legacy list of firefighters and that includes Mallari who is in red because he was laid off for 2 years)

**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: \_\_\_\_\_

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**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES MEETING  
MAY 23, 2017**

**ITEM F.7**

**APPROVAL OF PURCHASING POLICY  
RESOLUTION #2017-05-23-16  
SUPERVISOR HEISE**



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** May 23, 2017

**ITEM:** Approval of Purchasing Policy, Resolution #2017-05-23-16

**PRESENTER:** Kurt Heise, Supervisor

**BACKGROUND:**

It is our opinion that it is necessary to approve and adopt a new purchasing policy to allow for continuity in the purchasing process and to better define the use of purchase orders, blanket purchase orders, and the things that do not require purchase orders. It is also essential to establish spending limits that are in accordance with the desires of this Board.

**ACTION REQUESTED:** Approve Resolution #2017-05-23-16 to adopt the new Purchasing Policy.

**PROPOSED RESOLUTION:** I move to approve Resolution #2017-05-23-16 to adopt the newly established 6 page purchasing policy as submitted.

Moved By \_\_\_\_\_ Seconded By \_\_\_\_\_

ROLL CALL:

\_\_\_\_\_ JD \_\_\_\_\_ CC \_\_\_\_\_ MC \_\_\_\_\_ KH \_\_\_\_\_ JV \_\_\_\_\_ GH \_\_\_\_\_ BD

**CHARTER TOWNSHIP OF PLYMOUTH**

**RESOLUTION #2017-05-23- 16**

**PURCHASING POLICY**

At a regular meeting of the Charter Township of Plymouth Board of Trustees on May 23, 2017, a new purchasing policy was offered for adoption and,

**WHEREAS** it is the desire of this Board to establish timely, efficient and consistent purchasing practices that enhance the use of quotes and bidding and purchase orders before the fact and,

**WHEREAS,** members of this Board desire to establish and maintain ethical policies and processes when bidding for professional and other services, as well as limiting the expenditures for items that can be better secured through a formal bid process

**NOW THEREFORE BE IT RESOLVED** that the Board of Trustees of the Charter Township of Plymouth do hereby adopt by resolution the Purchasing Policy as submitted and direct all employees and departments to utilize this policy when carrying out purchasing and cost containment processes.

Moved By \_\_\_\_\_ Seconded By \_\_\_\_\_

ROLL CALL:

\_\_\_Curmi\_\_\_Heitman\_\_\_Vorva\_\_\_Dempsey\_\_\_Heise \_\_\_Doroshewitz \_\_\_Clinton

# CHARTER TOWNSHIP OF PLYMOUTH PURCHASING POLICY

ADOPTED BY THE BOARD OF TRUSTEES ON MAY 23, 2017

## RESOLUTION #2017-05-23-16

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. **Failure to adhere to these procedures may result in disciplinary action under appropriate personnel policies, collective bargaining agreements, and/or the Township Ethics Ordinance.**

### 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.
- D. Separating the work of vendors into smaller invoices is a violation of the dollar threshold rules and will not be tolerated.
- E. **Blanket Purchase Orders may be authorized by the Supervisor where repetitive or frequent purchases are made with a single vendor, and/or to secure greater value.**

**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, **financial experts**, 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.

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES MEETING  
MAY 23, 2017**

**ITEM F.8**

**APPROVAL OF CREDIT CARD POLICY  
RESOLUTION #2017-05-23-17  
SUPERVISOR HEISE**



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** May 23, 2017

**ITEM:** Approval of Credit Card Policy, Resolution #2017-05-23-17

**PRESENTER:** Kurt Heise, Supervisor

**BACKGROUND:**

It is our opinion that it is necessary to approve and adopt a new credit card policy to allow for continuity in the use of credit cards and to prevent their use as a way as a for essential daily items that will now be handled under blanket purchase orders with the new purchasing policy, while at the same time, limiting the number and occasions when credit cards are actually utilized.

**ACTION REQUESTED:** Approve Resolution #2017-05-23-17 to adopt the new Credit Card Policy.

**PROPOSED RESOLUTION:** I move to approve Resolution #2017-05-23-17 to adopt the newly established 2 page credit card policy as submitted.

Moved By \_\_\_\_\_ Seconded By \_\_\_\_\_

ROLL CALL:

\_\_\_\_\_ JD \_\_\_\_\_ CC \_\_\_\_\_ MC \_\_\_\_\_ KH \_\_\_\_\_ JV \_\_\_\_\_ GH \_\_\_\_\_ BD

**CHARTER TOWNSHIP OF PLYMOUTH**

**RESOLUTION #2017-05-23- 17**

**CREDIT CARD POLICY**

At a regular meeting of the Charter Township of Plymouth Board of Trustees on May 23, 2017, a new Credit Card policy was offered for adoption and,

**WHEREAS** it is the desire of this Board to establish timely, efficient and consistent purchasing practices and to limit the use of credit cards for day to day operational purchases and

**WHEREAS**, members of this Board desire to establish and maintain ethical policies and processes when utilizing charge cards for goods and to ensure strict accountability measures are followed and,

**WHEREAS**, THE Charter Township of Plymouth Board of Trustees recognizes the need for urgent, time sensitive and sometimes emergency transactions that are best served with the use of credit cards

**NOW THEREFORE BE IT RESOLVED** that the Board of Trustees of the Charter Township of Plymouth does hereby adopt by resolution the Credit Card Policy as submitted and direct all employees and departments to utilize this policy when being entrusted with the use of Township owned credit cards..

Moved By \_\_\_\_\_ Seconded By \_\_\_\_\_

ROLL CALL:

\_\_\_Curmi\_\_\_Heitman\_\_\_Vorva\_\_\_Dempsey\_\_\_Heise \_\_\_Doroshewitz \_\_\_Clinton

## **CHARTER TOWNSHIP OF PLYMOUTH**

### **CREDIT/DEBIT CARD POLICY**

#### **RESOLUTION #2017-05-23-17**

At a regular meeting of the Charter Township of Plymouth Board of Trustees, Wayne County, Michigan, on May 23, 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 and debit 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 or debit 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, hereinafter referred to as 'Credit Cards.'

(a) The Township Clerk is responsible for issuing, accounting for, monitoring, and retrieving all credit cards, and overseeing compliance with this Policy.

(b) Township credit cards may be used only by an officer or employee of the Township-for the official business of the township. The use of the credit card is limited to the following circumstances where urgent, time-sensitive or technological requirements deem it necessary:

- Purchase of goods and services up to \$2,000.
- Travel, meals, and accommodations while on township business, subject to the township's personnel and procedures manual.
- Online purchases where no other reasonable options exist.
- Other uses as directed by the Supervisor and/or Township Board.

(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. The Police Chief and Fire Chief shall receive four (4) cards each for their departments.

(d) Township employees who use a credit card shall use their best efforts to obtain permission from their Department Head, the Supervisor, Clerk, or Treasurer to make the purchase, 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 employee or official shall notify the Township Clerk who shall correct the problem.
- (g) An officer or employee issued a credit card shall **immediately** 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 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 investigated. Transactions that do not appear to comply with this policy shall be reported to the Supervisor.
- (j) The Township Board reserves the right to deny payment to the entity issuing the credit card until all transactions have been verified, including the approval of all transaction invoices. The Clerk shall work with the issuing entity to address possible interest and penalties resulting from any delay in payment.
- (k) The balance, including interest due on an extension of credit under the credit card arrangement, shall be paid no more than 60 days from the initial statement date.
- (l) Employees who use a Township credit card in a manner contrary to this policy may be subject to disciplinary action, including reimbursement to Township for unauthorized expenditures. Officers of the Township using the credit card in a manner contrary to this policy may be subject to the terms and conditions of the Township's Ethics Ordinance.

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES MEETING  
MAY 23, 2017**

**ITEM F9**

**APPROVAL OF TAX PENALTY FEE  
RESOLUTION #2017-05-23-18  
TREASURER CLINTON**



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** May 23, 2017

**ITEM:** Tax penalty fee of 3% to be imposed as a late penalty charge on taxes that are paid after February 14<sup>th</sup> and before March 1<sup>st</sup>. Resolution #2017-05-23-18

**PRESENTER:** Mark Clinton, Treasurer

**BACKGROUND:**

Historically, the Township has not assessed a penalty for late payment of taxes; specifically for the period of time from the day after the due date (typically February 14) until the last day of the month ( February 28<sup>th</sup> or 29<sup>th</sup> every four years). It is during that period of time that we are still able to collect the taxes and we are looking for Board approval to assess this penalty. On March 1<sup>st</sup>, the delinquent taxes are turned over to Wayne County for collection and, as such, we are no longer able to collect the taxes.

This was discussed at the study session on May 16, 2017.

**ACTION REQUESTED:** Approve the assessment and collection of the 3% penalty.

**RECOMMENDATION:**

**PROPOSED RESOLUTION:** I move to approve Resolution #2017-05-23-18 to establish a 3% penalty, payable to Plymouth Township, for collection of the late payment of taxes for the period from February 15 to February 28 and to make this a matter of procedure until dissolution of this resolution by board action.

**ATTACHMENTS:** Resolution #2017-05-23-18

Moved By \_\_\_\_\_ Seconded By \_\_\_\_\_

ROLL CALL:

\_\_\_\_\_ JD \_\_\_\_\_ CC \_\_\_\_\_ MC \_\_\_\_\_ KH \_\_\_\_\_ JV \_\_\_\_\_ GH \_\_\_\_\_ BD



**CHARTER TOWNSHIP OF PLYMOUTH**  
**INTENT TO IMPOSE 3% LATE PENALTY ON PROPERTY TAXES**  
**RESOLUTION #2017-05-23-18**

**WHEREAS**, The Township of Plymouth, Wayne County, Michigan, is responsible for assessing ad valorem property taxes, collecting property taxes, collecting property tax levies, and handling review and appeal matters arising therefrom, and

**WHEREAS**, PA 206 OF 1893, MCL 211.44(3), provides for imposition of a late penalty charge equal to 3% of the tax on all taxes paid after February 14 and before March 1, and,

**WHEREAS**, it is the desire of this Township Board to encourage the timely payment of taxes,

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Township of Plymouth Board of Trustees , Charter Township of Plymouth that: The Township Board does hereby approve and authorize the imposition of a late penalty charge equal to 3% of the tax on all taxes paid after February 14 and before March 1. This resolution shall apply to all property tax levies that shall become due in 2018 or any year thereafter and this resolution shall continue in full force and effect unless and until revoked or rescinded by resolution of the Charter Township of Plymouth Board of Trustees.

Motion Made By: \_\_\_\_\_ Seconded By: \_\_\_\_\_

ROLL CALL:

\_\_\_Curmi \_\_\_Dempsey \_\_\_Heitman \_\_\_Doroshewitz \_\_\_Heise \_\_\_Vorva \_\_\_Clinton

**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, up to a 3% late penalty charge on taxes paid after February 14 and before March 1.

2016 Impact of 3% Penalty:

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

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES MEETING  
MAY 23, 2017**

**ITEM F.10**

**APPROVAL OF INDEPENDENT  
CONTRACTOR AGREEMENT  
PLANNING SERVICES  
SUPERVISOR HEISE**



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** May 23, 2017

**ITEM:** Approval of Independent Contractor Agreement for Planning Services

**PRESENTER:** Kurt Heise, Supervisor

**BACKGROUND:**

Our full time Planning Director left Plymouth Township earlier this year and we have been contracting with McKenna Associates for planning and consulting services. We have had the good fortune of having Laura Haw, Senior Planner, work for us and provide immeasurable support and assistance. Unfortunately, it is incumbent upon us to make every effort to attempt to save costs when and where we can. It is for that reason that I have attempted to secure the services of an independent contractor for our planning needs.

**ACTION REQUESTED:** Approve

**PROPOSED MOTION:** I move to approve the contract with Scott Pacheco, hereinafter referred to as contractor, as an at-will contractor who will serve on a part time basis from 15 to 25 hours per week as needed and further to authorize the Township Supervisor to sign the contract, including Exhibit A, to secure these services at a cost of \$40.00 per hour.

Moved By \_\_\_\_\_ Seconded By \_\_\_\_\_

ROLL CALL:

\_\_\_\_\_ JD \_\_\_\_\_ CC \_\_\_\_\_ MC \_\_\_\_\_ KH \_\_\_\_\_ JV \_\_\_\_\_ GH \_\_\_\_\_ BD

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT executed on this the 24th day of May, 2017, but agreed to be effective from and after June 12, 2017, by and between Plymouth Township (hereinafter "Employer"), and Scott J. Pacheco (hereinafter "Contractor").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Employer hires Contractor, and Contractor agrees to work for Employer under the terms and conditions hereby agreed upon by the parties:

### SECTION 1 - WORK TO BE PERFORMED

- 1.1 **Term.** Employer agrees to hire Contractor, at will, for a term commencing on June 1, 2017 and continuing until May 30, 2019 or otherwise terminated in accordance with Section 4.
- 1.2 **Duties.** Contractor agrees to perform work for the Employer on the terms and conditions set forth in this agreement, and agrees to devote all necessary time and attention (reasonable periods of illness excepted) to the performance of the duties specified in this agreement. Contractor's duties shall be as follows: see Exhibit A. Contractor further agrees that in all such aspects of such work, Contractor shall comply with the Ordinances, Resolutions, policies, standards, regulations of the Employer from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of his/her/their ability, and in the best interest of the Employer.

### SECTION 2 - CONFIDENTIALITY

- 2.1 **Confidentiality.** Contractor acknowledges and agrees that all financial and accounting records, lists of property owned by Employer, including amounts paid therefore, client and customer lists, and other Employer data and information related to its business (hereinafter collectively "Confidential Information") are valuable assets of the Employer. Except for disclosures required to be made to advance the business of the Employer and

information which is a matter of public record, Contractor shall not, during the term of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Contractor or any other person, except with the prior written consent of the Employer.

**2.2 Return of Documents.** Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of the Employer or containing any Confidential Information shall be the sole and exclusive property of the Employer, and shall be returned to the Employer upon the termination of this Agreement or upon the written request of the Employer.

**2.3 No Release.** Contractor agrees that the termination of this Agreement shall not release Contractor from any obligations under Section 2.1 or 2.2.

### **SECTION 3 - COMPENSATION**

**3.1 Compensation.** In consideration of all services to be rendered by Contractor to the Employer, the Employer shall pay to the Contractor the sum of \$40.00 per hour worked for a minimum of 15 hours per week up to a maximum of 25 hours per week. The Employer shall pay to the Contractor the sum of \$75.00 per hour for time worked over said 25 hours per week. Said compensation shall be paid on a biweekly basis.

**3.2 Withholding; Other Benefits.** Compensation paid pursuant to this Agreement shall not subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The Employer shall not provide Contractor with any coverage or participation in the Employer's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees. The Employer will provide business insurance for the Contractor's work related activity including Property, Auto, Liability and Worker's

Compensation Insurance under the township existing insurance policy or will compensate the Contractor \$100 per month to provide his/her/their own insurance.

- 3.3 **Expenses.** Employer shall reimburse Contractor all reasonable and necessary expenses incurred by Contractor in connection with the performance of his duties hereunder, including, but not limited to, \$50 per month for Employee's cell phone bill and travel reimbursement at the mileage rate set by the State of Michigan for any personal automobile usage other than normal travel to and from work.

#### **SECTION 4 - TERMINATION**

- 4.1 **Termination at Will.** This Agreement may be terminated by the Employer immediately, at will. Contractor may terminate this Agreement upon fourteen (14) days written notice to the Employer. This Agreement also may be terminated at any time upon the mutual written agreement of the Employer and Contractor.

- 4.2 **Death.** In the event Contractor dies during the term of this Agreement, this Agreement shall terminate, and the Employer shall pay to Contractor's estate the salary earned by Contractor which would otherwise be payable to Contractor.

#### **SECTION 5 - INDEPENDENT CONTRACTOR STATUS**

Contractor acknowledges that he is an independent contractor and is not an agent, partner, joint venturer nor employee of Employer. Contractor shall have no authority to bind or otherwise obligate Employer in any manner nor shall Contractor represent to anyone that it has a right to do so.

#### **SECTION 6 - REPRESENTATIONS OF WARRANTIES OF CONTRACTOR**

Contractor represents and warrants to the Employer that there is no employment contract or other contractual obligation to which Contractor is subject, which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.

## SECTION 7 - MISCELLANEOUS PROVISIONS

- 7.1 The provisions of this Agreement shall be binding upon and inured to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Contractor or Employer an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or Employer.
- 7.2 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 7.3 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Michigan.
- 7.4 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.
- 7.5 This Agreement is for the sole benefit of the parties, and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 7.6 No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties. Any purported assignment or delegation in violation of this Section shall be void.



WITNESS OUR SIGNATURES, this the 24th day of May, 2017.

EMPLOYER: \_\_\_\_\_

By: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

EXHIBIT A

**Planning and Zoning Consultant – Part Time**

Work Week: Monday through Friday - 15 to 20 hours per week, some nights

**JOB SUMMARY** The Township Planning and Zoning Consultant serves as a staff liaison to Planning Commission. Acts as Zoning Administrator and is responsible for the administration and implementation of applicable local ordinances and State laws. Also, acts as coordinator of Development Review process involving various outside agencies, departments, consultants and Planning Commission.

**ESSENTIAL ACTIVITIES/DUTIES**

1. Prepares notices and materials in advance for Planning Commission meetings; attends Planning Commission meetings based on the meetings incorporate changes as necessary. prepares reports and makes recommendations to the Planning Commission, ZBA and through the Township Supervisor to the Township Board.
2. Prepares correspondence, maintains various Planning Department files. Coordinates administrative meetings of department heads for site plans review, as required.
3. Reviews site plans and consults with developers and appropriate reviewing agencies to ensure quality and compliance with policies, regulations, ordinances and modern planning standards.
4. Receives and processes land division request and development plans; prepares case files and publication notices to property owners as necessary; makes recommendations to Planning Commission, ZBA, and Township Board based on professional planning principles and the comments of the other reviewing agencies.
5. Recommends and prepares requests for amending ordinances as may be deemed necessary.
6. Counsels and advises Planning Commission, Board of Appeals, Township Board of Trustees, developers, property owners, Realtors, and other various planning and zoning in matters; represents Township regarding legal action involving zoning ordinance violations.
7. Other related functions and assignments as directed by the Township Supervisor.

**\*\*NOTE** – To ensure the Contractor’s maximum hours are under 25 per week, the Contractor will work with the Employer, including the Township Supervisor, to outsource additional work load or larger projects to the existing or any hired Planning Consultant Firm.

**CHARTER TOWNSHIP OF PLYMOUTH  
BOARD OF TRUSTEES MEETING  
MAY 23, 2017**

**ITEM F.11**

**APPROVAL OF LABOR AGREEMENT  
DISPATCH/PSA BARGAINING UNIT  
SUPERVISOR HEISE**



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** May 23, 2017

**ITEM:** Approval of Labor Agreement between the Charter Township of Plymouth and the Dispatch/PSA Bargaining Unit.

**PRESENTER:** Kurt Heise, Supervisor

**BACKGROUND:**

We have been in negotiations with the Dispatchers labor unit and are coming to you with a tentative agreement which has been approved by the members of their unit. As is customary, it is now incumbent upon us to sign this contract to make it effective for a period from January 1, 2017 through December 31, 2019

**ACTION REQUESTED:** Approve

**PROPOSED MOTION:** I move to approve the labor agreement between the Charter Township of Plymouth and the Police Officers Association (Dispatchers/PSAs) of Michigan for a period from January 1, 2017 through December 31, 2019 and further to authorize the Supervisor to sign this agreement.

Moved By \_\_\_\_\_ Seconded By \_\_\_\_\_

ROLL CALL:

\_\_\_\_\_ JD \_\_\_\_\_ CC \_\_\_\_\_ MC \_\_\_\_\_ KH \_\_\_\_\_ JV \_\_\_\_\_ GH \_\_\_\_\_ BD

**Negotiations between  
The Charter Township of Plymouth  
-and-  
Police Officers Association (Dispatchers/PSAs)  
Of Michigan**

**Tentative Agreement – May 16, 2017**

1. General - Effective Dates of CBA - January 1, 2017 through December 31, 2019
2. Article VIII – Wages and Other Benefits – Modify Section 8.1 as follows:

8.1 Full-time dispatchers/PSAs shall be paid in accordance with the wage progression schedule set forth in Exhibit A. Part-time dispatchers shall be paid in accordance with the wage progression schedule set forth in Exhibit B.

The wage progression schedule shall be modified to reflect the following modifications during the life of the Agreement:

<u>Effective Date</u>	<u>Wage Modifications</u>
January 1, 2012 <del>7</del>	32.5% increase (not retroactive)
January 1, 2013 <del>8</del>	32.5% increase (not retroactive)
January 1, 2014 <del>9</del>	3% increase (not retroactive)
January 1, 2015	3% increase
January 1, 2016	3% increase

3. Article X, Overtime – Modify Article as follows:

10.1 All dispatchers and PSAs shall be paid overtime at the rate of one and one-half (1 ½) times their base hourly rate of pay for all hours worked in excess of forty (40) hours per week. All full-time dispatchers and PSAs shall be paid overtime at the rate of one and one-half (1 ½) times their base hourly rate for all hours worked in excess of eight (8) hours for eight (8) hour shifts and in excess of twelve (12) hours for twelve (12) hour shifts, should the Township utilize a twelve (12) hour day work shift.

10.2 The Township will attempt to reasonably equalize overtime among full-time dispatchers and PSAs by using the following procedures:

- a) Except as otherwise stated in this Article, the Township shall use an equalization list to determine the calling order when overtime is necessary. Dispatchers and PSAs shall be listed together on a single overtime list. When overtime is required, the person listed on the equalization list with the least number of overtime hours, whether a dispatchers or a PSA, will be called first, and so on in ascending order so that each employee is called until the overtime is filled. ~~For purposes of this clause, overtime not worked because the listed employee did not choose to work will be~~

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~~charged to the listed employee at the maximum number of hours of any employee working overtime during that period.~~

b) Newly hired full-time dispatchers or PSAs off on training will be placed on the equalization list with a zero balance of hours, with the highest number of hours entered for any other employee. On January 1<sup>st</sup>, of each calendar year the equalization list will be zeroed. Until overtime hours are added, dispatchers and PSAs will be called for voluntary overtime based on seniority from highest to lowest.

bc) Where overtime is required with less than 24 hours notice (unscheduled overtime), the use of the oncoming or off-going shift is authorized until the vacancy can be filled with dispatchers or PSAs pursuant to this section from the equalization list.

ed) Where the need for overtime is known over four (4) days (96 hours) in advance, the overtime shall be posted for a minimum of three days (72 hours). The overtime shall then be assigned to the dispatchers or PSAs who signed up for it on the posting and has the highest seniority, lowest total overtime hours recorded on the equalization list. The dispatchers or PSAs selected for the overtime shall be provided with at least 24 hours notice before the start of the overtime.

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de) If an insufficient number of dispatchers or PSAs are available for an overtime situation in accordance with the above procedures, the dispatcher or PSA with the lowest seniority number of overtime hours from the equalization chart shall be ordered to work the overtime. ~~Pagers shall not be used to call employees in to fill patrol overtime. No message is required to be left on answering machines.~~ The need to call in a supervisor for overtime shall be subject to the discretion of the Chief of Police of his designee.

f. Notwithstanding Section 10.2e, above, if an insufficient number of dispatchers or PSAs are available for an overtime situation in accordance with the above procedures on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, the dispatcher or PSA with the lowest seniority shall be ordered to work the overtime on these holidays.

g. Effective January 1, 2018, employees with at least 5 years of service as of January 1 of that year, will be entitled to use an opt-out day pursuant to the following schedule, to allow the employee to be by-passed on the overtime chart for that day:

<u>Length of Service</u>	<u>Number of Opt-Out Days</u>
<u>5 – 9 years</u>	<u>1</u>
<u>More than 10 years</u>	<u>2</u>

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Only one bargaining unit member may use their opt-out day per overtime shift, meaning that once an employee has utilized their opt-out, the next person on the list will be required to work the overtime shift.

The opt-out day cannot be used on any of the 6 holidays listed in Section f, above.

Opt-out days cannot be carried over from year to year.

- h) When determining which employee has the "lowest number of overtime hours from the equalization list," if 2 or more dispatchers/PSAs have the exact same number of hours worked, the least senior dispatcher(s)/PSA(s) will be ordered to work the overtime.
  - i) No dispatcher or PSA will be required to work 16-hour shifts consecutively. Any dispatcher who is already working on overtime shall not be ordered to work the next shift in an overtime capacity.
  - j) No dispatcher or PSA can be ordered to work via text message, electronic mail message or answering machine message. If contact is NOT directly made during the call process utilizing the equalization chart, the next person with the least amount of overtime hours worked shall be called and so on down the remaining list of employees on the chart.
- ek) The procedures in a) through dj) will not apply in an emergency.

10.3. In the event that there is an error by management in offering overtime, such error shall be corrected only by offering that amount of hours to the aggrieved dispatcher or PSA to be worked before the end of the next pay period. Payment of overtime for hours not worked shall not be allowed to correct an error.

The equalization chart utilized pursuant to the above provisions will be:

- a. The responsibility of the Union Representative to update.
- b. Updated bi-weekly in conjunction with the bi-weekly payroll report.
- c. Located in the Schedule Book and on the Union Board located in Dispatch.

Management/Command will not be held responsible for any errors that occur because of erroneous information on the equalization chart.

10.4. Any dispatcher or PSA called in to work during non-scheduled working hours shall be guaranteed a minimum of two (2) hours of work at his/her overtime rate.

10.5. A dispatcher or PSA will receive compensation for unscheduled overtime commencing at the time he/she reports for duty. In the event that a dispatcher or PSA is

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called to perform unscheduled overtime and ordered to report directly to the scene of an incident, then the employee will receive compensation from the time he or she receives the call ordering him or her to report.

10.6. Overtime pay shall not be pyramided, compounded or paid twice for the same hours worked.

10.7. Compensatory Time. A dispatcher or PSA who works overtime will have the option of receiving compensatory time off in lieu of monetary compensation for overtime. Compensatory time shall accumulate at the rate of an hour and one-half for each unpaid hour of overtime worked.

Each dispatcher or PSA may accrue up to eighty (80) hours of compensatory time. Dispatchers or PSAs will receive monetary compensation for any subsequent overtime hours worked until the number of accrued hours of compensatory time falls below the limit.

Compensatory time can be used by the dispatcher or PSA subject to the operational needs and requirements of the Police Department. Compensatory time that is approved five days in advance of the requested time cannot be cancelled (not to include emergency situations). Requests for use of compensatory time shall be approved or denied within 24 hours of receipt by the Patrol Commander. Compensatory time is approved or denied on a first come basis. Upon termination of employment, officers will be paid for all unused compensatory time at the dispatcher's or PSA's regular rate of pay upon termination.

10.8. Training on Leave Days

A. If training on a leave day is scheduled for less than 8 hours, the employee will receive, at his/her choice, overtime pay or compensatory time.

B. If the training on a leave day is scheduled to last 8 hours, the employee will receive credit for one adjusted 8 hour leave day, to be taken with approval of management or paid in overtime at the employee's option.

Training on Work Days:

A. If the training is scheduled for less than 8 hours, upon completion, the employee will be required to return to the department and work the duration of his/her normal shift.

B. If the training is scheduled to last 8 hours or more, the training will fulfill the employees 8 hour Work Day. The employee will be paid overtime for all hours in excess of 8.

4. Article XI, Promotion – Dispatchers/PSA – Add a new Section 11.5 to read:

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11.5 Should the Township determine to fill the position of Communication Supervisor, consideration will be given to bargaining unit members in the selection process. However, the Township reserves the right to hire from outside the bargaining unit if no employee is qualified to fill the vacancy or if no bids are received from employees in the bargaining unit. Employees promoted into the position shall not be in the bargaining unit, but shall retain their current defined benefit and shall remain part of the Dispatch MERS group.

5. Article XIII, Shift Assignment – Modify Section 13.2 to read:

13.2 Full-time, non-probationary employees will be allowed to bid the shift and platoon of their choice by seniority each bump period. Bump periods shall be at least ~~twice~~ once per year, but not more than three per year. As close as possible, each bump period length shall be equal.

6. Article XIX, Sick Leave – New Section 19.5 (and re-number remaining provisions) to read:

19.5 – Employees are entitled to use sick leave for scheduled doctor's appointments, provided that following the use of such sick leave, the employee utilizing sick leave must present a doctor's slip prior to the starting time of the next duty day back to work.



7. Article XIX, Sick Leave – Revise Section 19.7.A as follows:

19.7 Sick Leave Supplemental Bank. In addition to the sick leave accumulation covered in this Article, all dispatchers or PSAs on the payroll on the first day of each month shall earn an additional eight (8) hours per month which shall remain in a supplemental sick leave bank.

A. The supplemental sick leave bank is to be used only if:

1. The dispatcher or PSA has exhausted all of his or her regular sick time accumulation bank hours; and
2. The dispatcher or PSA suffers an illness or injury that causes the dispatcher or PSA to be absent from work for at least ~~two (2) weeks~~ thirty (30) calendar days; and
3. The dispatcher or PSA has no other benefit (paid time) to cover the period of time between the onset of the illness or INJURY AND THE COMMENCEMENT OF DISABILITY insurance benefits [i.e. the current sixty (60) calendar day long-term disability benefits elimination period]. Once a person meets the LTD benefit elimination period, that person must utilize the LTD benefit and may not utilize any other supplemental sick leave benefits; nor may a Dispatcher or PSA supplement LTD coverage through the use of these benefits.



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8. Article XIX, Sick Leave – New Section 19.7 (and renumber remaining provisions) to read:

19.7 – The Employer shall provide a long-term disability benefit consistent with Article XXX, Section 30.4. Employees who participate in the Defined Benefit Plan who have received disability pay for one consecutive year shall no longer be entitled to disability insurance unless the employee applies for, and is denied, through no fault of the employee, a disability retirement from the Municipal Employees Retirement System (MERS). To continue receiving disability benefits after one year, the employee must have initiated the application process no later than ten (10) months after the first date of disability and the employee must produce all requested documents to MERS in a timely fashion. Employees whose application is accepted by MERS will continue to receive disability benefits through the effective date of MERS disability retirement.

9. Article XIX, Sick Leave – New Section 19.8 to read:

19.8 – Employees who have used up all FMLA time and who have exhausted all available sick leave, paid vacation, and personal leave may request and shall be granted an unpaid leave of absence without benefits. The maximum length of such unpaid leave shall be one (1) year, which shall commence on the date that the unpaid leave is granted.

10. Article XIX, Sick Leave – New Section 19.9 to read:

19.9 – Those members of the unit who have utilized three (3) or less sick days per year will be awarded one (1) bonus vacation day per year under the terms of the Agreement.

Vacation bonus days that are not used in the year succeeding their accrual are lost and have no cash value. Use of this benefit time shall be treated as under the requirements of Article 16, except that the bonus vacation day cannot be used if it would force the department to utilize another employee on overtime unless approved by the Police Chief.

The employer will be responsible for keeping a separate bank to track bonus vacation time.

11. Article XX, Bereavement Leave – Add a new Section 20.2 (and re-number remaining provisions) to read:

20.1 For the death of the employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law or son-in-law an employee may, upon request, use one (1) day from their sick leave bank.

12. Article XXX, Insurance – Dispatchers/PSAs – Modify Section 30.4 to read:


30.4 Insurance Premium Sharing as follows:

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~~Employees choosing health care coverage of any type will contribute 1% of their annual base salary each year towards health care premiums. This contribution will be made by means of payroll deduction spread evenly over each payroll period. Effective on September 1, 2012, and in lieu of any premium sharing referenced above, e~~Employees shall contribute 20% of the costs of Township-provided health insurance by way of payroll deduction spread evenly over each payroll period. There shall be no reimbursement by the Township for this contribution towards premiums. If the Township is unable to deduct the employee contribution through payroll deduction because the employee has not earned wages during a given payroll period, the employee will pay the Township directly for any premium costs that the Township was unable to deduct.

13. Article XXX, Insurance – Dispatchers/PSAs – Modify Section 30.6 to read:

**30.6 EFFECTIVE DATE FOR NEW HIRES**

~~A 90-day waiting period for insurance benefits will apply to all new hires. Insurance coverage will begin on the first day of the month following 90 days of continuous employment. For new employees, health insurance benefits will be provided on the first day of the month following 90 days of continuous employment, but no later than 90 days of employment.~~ For new employees, health insurance benefits will be provided on the first day of the month following 60 days of continuous employment, but no later than 90 days of employment. 

14. Article XXX, Insurance – Dispatchers/PSAs – Modify Section 30.7D in accordance with previously agreed to Letter or Understanding to read:

**D. EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2012**

Regular full-time employees hired on or after January 1, 2012, in lieu of retiree health insurance, will be eligible to participate in a Health Reimbursable Account under the following terms: Township to contribute \$50 per pay. Effective October 1, 2016, the Township will contribute \$75 per pay. Employees shall vest 20% after each year of plan participation and will be 50% after 10 years of employment, 75% after 15 years of employment and 100% vested after 20 5 years of employment plan participation. The employees control how contributions and associated earnings are invested in the account, choosing from available mutual fund options.

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