

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JUNE 12, 2018**

**ITEM A
Call to Order and Roll Call**

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JUNE 12, 2018**

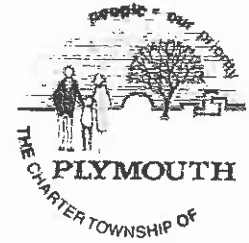
**ITEM B
Pledge of Allegiance**

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JUNE 12, 2018**

**ITEM C
Approval of Agenda**

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

Tuesday, June 12, 2018
7:00 PM



CALL TO ORDER at _____ P.M.

A. ROLL CALL: Kurt Heise_____, Mark Clinton_____, Chuck Curmi _____,
Bob Doroshewitz ____, Jerry Vorva ____, Jack Dempsey_____,
Gary Heitman _____

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA
Tuesday, June 12, 2018

D. APPROVAL OF CONSENT AGENDA

D.1 **Approval of Minutes:**
Regular Meeting – Tuesday, May 22, 2018

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

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

FUND	ACCT	ALREADY PAID	TO BE PAID	TOTAL:
General Fund	101	\$518,266.84	\$156,142.40	\$674,409.24
Solid Waste Fund	226	4,356.54	3,538.21	7,894.75
Improvement Revolving (Capital)	246	.00	.00	.00
Drug Forfeiture Fund	265	.00	25,664.00	25,664.00
Drug Forfeiture State	266	.00	.00	.00
Drug Forfeiture IRS	267	.00	33,659.00	33,659.00
Golf Course Fund	510	2,528.69	3,779.53	6,308.22
Senior Transportation	588	3,935.17	129.74	4,064.91

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

Tuesday, June 12, 2018
7:00 PM



Water/Sewer Fund	592	64,038.94	370,452.78	434,491.72
Trust and Agency	701	23,060.76	.00	23,060.76
Police Bond Fund	702	5,456.00	.00	5,456.00
Tax Pool	703	.00	.00	.00
Special Assessment Capital	805	.00	2,200.00	2,200.00
TOTALS:		\$621,642.94	\$595,565.66	\$1,217,208.60

E. PUBLIC COMMENTS AND QUESTIONS

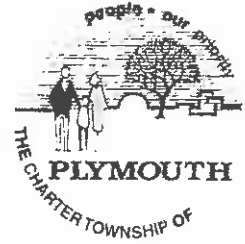
F. NEW BUSINESS

1. Approval of PARA Articles of Incorporation, **Resolution #2018-06-12-32**, Supervisor Kurt Heise
2. Five Mile Property Purchase Agreement, **Resolution #2018-06-12-33**, Supervisor Kurt Heise
3. Labor Attorney Interviews – Supervisor Kurt Heise
4. Contract with Albanese & Lutzke for Golf Course Master Plan, **Resolution #2018-06-12-34**, Supervisor Kurt Heise
5. Intergovernmental Agreement with Wayne County, Township Park Improvements, **Resolution #2018-06-12-35**, Supervisor Heise and Trustee Dempsey
6. Metro Act Application, MCI Metro Access, **Resolution #2018-06-12-36**, Clerk Vorva and Attorney Bennett

G. SUPERVISOR AND TRUSTEE COMMENTS

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

Tuesday, June 12, 2018
7:00 PM



H. PUBLIC COMMENTS AND QUESTIONS

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
REGULAR MEETING
TUESDAY, JUNE 12, 2018**

**ITEM D.1
CONSENT AGENDA
Approval of Minutes
Tuesday, May 22, 2018**

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, MAY 22, 2018**

PROPOSED MINUTES

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

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

MEMBERS ABSENT: None

OTHERS PRESENT: Joann Coobatis, Human Resources Director
Patrick Fellrath, Director of Public Services
Dan Phillips, Fire Chief
Jon Brothers, Police Lieutenant
Kevin Bennett, Township Attorney
Sandra Groth, Deputy Clerk
Amy Hammye, Deputy Treasurer
Sue Brams, Executive Assistant to the Supervisor
Cynthia Kushner, Finance Director
Alice Geletzke, Recording Secretary
21 Members of the Public

B. PLEDGE OF ALLEGIANCE – John Stewart

C. APPROVAL OF AGENDA
Tuesday, May 22, 2018

Trustee Doroshewitz asked that Items 5 and 6 under New Business be switched in order.

Moved by Clerk Vorva and seconded by Trustee Doroshewitz to approve the agenda of the Board of Trustees regular meeting as amended. Ayes all.

D. APPROVAL OF CONSENT AGENDA

D.1 **Approval of Minutes:**
Special Meeting – Tuesday, May 15, 2018

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, MAY 22, 2018**

PROPOSED MINUTES

D.2 Acceptance of Communications, Resolutions, Reports:

Building Department Monthly Report – April, 2018
 Fire Department Monthly Report – April, 2018
 Planning Department Monthly Report – April, 2018
 Police Department Monthly Report – April, 2018
 FOIA Monthly Report – Clerk’s Office – April, 2018
 FOIA Monthly Report – Police Department – April, 2018

D.3 Approval of Township Bills:

FUND	ACCT	ALREADY PAID	TO BE PAID	TOTAL:
General Fund	101	\$506,326.31	\$87,726.80	\$594,053.11
Solid Waste Fund	226	4,307.06	103,345.97	107,653.03
Improvement Revolving (Capital)	246	.00	.00	.00
Drug Forfeiture Fund	265	.00	147,755.00	147,755.00
Drug Forfeiture State	266	.00	7,713.00	7,713.00
Drug Forfeiture IRS	267	.00	5,917.95	5,917.95
Golf Course Fund	510	105.00	9,127.07	9,232.07
Senior Transportation	588	7,578.90	13.14	7,592.04
Water/Sewer Fund	592	529,350.82	143,752.00	673,102.82
Trust and Agency	701	8,425.00	.00	8,425.00
Police Bond Fund	702	4,313.00	.00	4,313.00
Tax Pool	703	.00	10,691.95	10,691.95
Special Assessment Capital	805	.00	.00	
TOTALS:		\$1,060,406.09	\$516,042.88	\$1,576,448.97

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, MAY 22, 2018**

PROPOSED MINUTES

Moved by Clerk Vorva and seconded by Trustee Heitman to approve the consent agenda for the Board of Trustees regular meeting of May 22, 2018. Ayes all.

E. PUBLIC COMMENTS AND QUESTIONS

Susan Bondie had comments regarding the encouragement of all municipalities to weigh in on the water crisis in Michigan with Nestle.

F. NEW BUSINESS

Copies of the following resolutions are on file in the Clerk's office for public perusal.

1. Approval of Contract with Corporate Benefit Solutions – **Resolution #2018-05-22-29**, Treasurer Mark Clinton and Supervisor Kurt Heise

Moved by Treasurer Clinton and seconded by Trustee Heitman to approve **Resolution #2018-05-22-29**, authorizing the attached (1) Client Service Agreement and (2) Business Associate Agreement between the Charter Township of Plymouth and Corporate Benefit Solutions, along with the attached (3) Business Associate Agreement and (4) License and Service Agreement between the Charter Township of Plymouth and AccordWare LLC, subject to attorney review and approval, and to authorize the Supervisor and Clerk to sign the agreements. Ayes all on a roll call vote.

2. Approval of Contract with EctoHR for Human Resource Services - **Resolution #2018-05-22-30**, Treasurer Mark Clinton and Supervisor Kurt Heise

Moved by Treasurer Clinton and seconded by Clerk Vorva to authorize **Resolution #2018-05-22-30**, approving the attached Administrative Services Agreement between the Charter Township of Plymouth and EctoHR Inc., subject to attorney review and approval, and to authorize the Supervisor and Clerk to sign the agreement. Ayes all on a roll call vote.

3. Great Lakes Water Authority Contract – **Resolution #2018-05-22-31**, Treasurer Mark Clinton and Director Patrick Fellrath

Mr. Fellrath explained that the contract revision would allow specified meeting intervals (re-openers) to occur every four years instead of every five years.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, MAY 22, 2018**

PROPOSED MINUTES

Moved by Clerk Vorva and seconded by Trustee Curmi to approve **Resolution #2018-05-22-31**, Amendment No. 5 to the Water Service Contract between the Great Lakes Water Authority and Charter Township of Plymouth and authorize the Supervisor and Clerk to sign the amendment. Ayes all on a roll call vote.

4. Fire Pension Tolling Agreement – Supervisor Kurt Heise

Supervisor Heise said the Plymouth City Commission has accepted the \$1.1 million settlement offer relating to the fire pension dispute and authorized their attorney to work with our attorney on drafting the final settlement agreement. He recommended terminating the tolling agreement which expires June 30.

It was recommended that the tolling agreement remain in place and there was no action on this item.

6. Public Safety Expense Projections – Treasurer Mark Clinton

Treasurer Clinton gave a PowerPoint presentation laying out the 10-year expense projections of the public safety departments, exploring millage implications and options to ensure funding is available.

Among the items discussed were legacy costs and the effects of OPEB Pay As You Go, OPEB Pay ARC, and Pension and OPEB combined Pay As You Go. Capital costs were also considered, with the possibility of the loss of drug forfeiture funds, as were 2% annual salary adjustments. Current millage expirations were included in the discussion, along with options such as doing nothing, making cuts in public safety, or asking for an estimated 1 mil expiring in 2025 or allowing the .9932 Fire millage to expire in 2021 and asking for an estimated 1.5 mils for 7 years with everything expiring in 2025.

A resident asked when the library millage will expire, which might make a difference in how people look at a new millage.

Another resident spoke about other millages to be on the ballot such as for recreation. She felt the need for prioritizing needs for the community, putting essentials before recreation.

Susan Bondie commented that it is not the Township, but the PARC authority, who will be asking for millage and it is optional for both City and Township residents. She agrees that public safety is a must.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, MAY 22, 2018**

PROPOSED MINUTES

5. Fire Department Mid-Year Report and Recommendations – Fire Chief Dan Phillips

Fire Chief Phillips presented a comprehensive report on the Fire Department. Among subjects included were staffing, call volume, run data, concurrent incidents, mutual aid, and insurance ratings.

Board members also brought up the need to discuss the emergency transport policy.

The Civil Service process will begin for hiring the three additional firefighters budgeted to begin July 1.

A resident had comments regarding transport and fire calls.

Susan Bondie had comments regarding skill levels for HVA and their locations. She also questioned the providing of transport services when aiding other communities but not providing it to their own residents.

G. SUPERVISOR AND TRUSTEE COMMENTS

Supervisor Heise indicated the next Board meeting will be held June 12. The Memorial Day Parade will begin in downtown Plymouth at 9 a.m. There will be a Tonquish Creek clean-up day on Saturday, June 2 from 9 a.m. until noon. Shred Day will be Saturday, June 9, from 9 a.m. until noon at Plymouth Cultural Center, proof of residency required.

Clerk Vorva thanked Treasurer Clinton for his presentation and wished Trustee Dempsey a very Happy Birthday.

Trustee Dempsey commended the Clerk's office for posting information on the website about the process for military voting. He also noted the occurrence of another power outage.

Trustee Curmi had comments about commitments to WTUA and with Northville Township for a brownfield.

H. PUBLIC COMMENTS AND QUESTIONS – There were none.

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, MAY 22, 2018**

PROPOSED MINUTES

I. ADJOURNMENT

Moved by Trustee Heitman and seconded by Clerk Vorva to adjourn the meeting at 9:55 p.m. Ayes all.

Jerry Vorva, Township Clerk

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JUNE 12, 2018**

**ITEM D.3
CONSENT AGENDA
Approval of Township Bills**

BOARD DATE

6/12/2018

FUND NAME

FUND NUMBER

TOTAL
INC PAYROLL

PAYROLL &
INVOICES PAID
PRIOR TO MEETING

INVOICES PAID
AFTER BOARD REVIEW

GENERAL FUND	101	674,409.24	518,266.84	156,142.40
SWD	226	7,894.75	4,356.54	3,538.21
IMPROV. REV.	246	-	-	-
DRUG FORFEITURE	265	25,664.00	-	25,664.00
DRUG FORFEITURE	266	-	-	-
DRUG FORFEITURE	267	33,659.00	-	33,659.00
GOLF COURSE FUND	510	6,308.22	2,528.69	3,779.53
SENIOR TRANSPORATION	588	4,064.91	3,935.17	129.74
WATER & SEWER	592	434,491.72	64,038.94	370,452.78
TRUST& AGENCY	701	23,060.76	23,060.76	-
POLICE BOND FUND	702	5,456.00	5,456.00	-
TAX POOL	703	-	-	-
SPECIAL ASSESS CAPITAL	805	2,200.00	-	2,200.00
TOTALS		<u>1,217,208.60</u>	<u>621,642.94</u>	<u>595,565.66</u>
GRAND TOTAL		1,217,208.60		

Charter Township of Plymouth AP Invoice Listing - Board Report

Bids
Bonds
Refunds

VENDOR INFORMATION**INVOICE INFORMATION**

HEMMING,POLACZYK,CRONIN,SMITH, BD Bond Refund	701-100-202.701	BPZ18-0001	Invoice Amount: Check Date:	\$564.38 06/06/2018 564.38
HEMMING,POLACZYK,CRONIN,SMITH, BD Bond Refund	701-100-202.701	BPZ18-0004	Invoice Amount: Check Date:	\$39.38 06/06/2018 39.38
Texas Alliance Group Inc BD Bond Refund	701-100-202.701	BBD16-0065 - PB16-0961	Invoice Amount: Check Date:	\$1,000.00 06/06/2018 1,000.00
Texas Alliance Group Inc BD Bond Refund	701-100-202.701	BBD17-0036 - PB16-0961	Invoice Amount: Check Date:	\$3,000.00 06/06/2018 3,000.00
DJL Builders Inc BD Bond Refund	701-100-202.701	BBD17-0021 - PB17-0436	Invoice Amount: Check Date:	\$1,000.00 06/06/2018 1,000.00
SHAW CONSTRUCTION & MGMT BD Bond Refund	701-100-202.701	BBD17-0025 - PB17-0127	Invoice Amount: Check Date:	\$1,000.00 06/06/2018 1,000.00
SHAW CONSTRUCTION & MGMT BD Bond Refund	701-100-202.701	BBD18-0005 - PB17-0127	Invoice Amount: Check Date:	\$14,257.00 06/06/2018 14,257.00
J.S. VIG CONSTRUCTION CO. BD Bond Refund	701-100-202.701	BBD17-0044 - PB17-0943	Invoice Amount: Check Date:	\$1,000.00 06/06/2018 1,000.00
STANTE EXCAVATING CO., INC BD Bond Refund	701-100-202.701	BBD18-0009 - PSW18-0015	Invoice Amount: Check Date:	\$200.00 06/06/2018 200.00
Soave Development LLC BD Bond Refund	701-100-202.701	BP15-0060 - PB15-0101	Invoice Amount: Check Date:	\$1,000.00 06/06/2018 1,000.00
			Total Amount to be Disbursed:	\$23,060.76

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

*BR
6/12/18*

VENDOR INFORMATION**INVOICE INFORMATION**

ALLIE BROTHERS UNIFORMS Uniform Equip/McLean Inv. 70842 5/17/18 101-305-758.000 Uniform Cargo Pants	Invoice Amount: \$64.99 Check Date: 06/12/2018 64.99
ALLIE BROTHERS UNIFORMS Uniform Equip/J. Hayes Inv. 70917 5/12/18 101-305-758.000 Uniform S/S Shirt 101-305-758.000 Add Emblem Set to Jacket 101-305-758.000 Uniform Tapering	Invoice Amount: \$100.99 Check Date: 06/12/2018 46.99 6.00 48.00
ALLIE BROTHERS UNIFORMS Uniform Equip/Mclean Inv. 71019 5/18/18 101-305-758.000 Uniform Pants - Khaki 101-305-758.000 Uniform Polo Shirt	Invoice Amount: \$124.98 Check Date: 06/12/2018 74.99 49.99
ALPHAGRAPHICS #336 BLDG DEPT LABELS FOR INSPECTIONS 101-371-727.000 ESTIMATE NUMBER 24731	Invoice Amount: \$950.34 Check Date: 06/12/2018 950.34
APPLIED CONCEPTS, INC. Stalker Radars for new vehicles Inv. 327513 5/10 267-300-978.000 200-0965-20 2X Counting Unit	Invoice Amount: \$7,995.00 Check Date: 06/12/2018 7,995.00
ASSOCIATED NEWSPAPERS OF MICHIGAN PN-ZBA Mtg 6/7/18, Appl 1570-1575, Pub 5/24/1 101-371-727.000 PN-ZBA Mtg 6/7/18 Appl 1570-1575	Invoice Amount: \$63.56 Check Date: 06/12/2018 63.56
ASSOCIATED NEWSPAPERS OF MICHIGAN PN - Bids for Friendship Station Improvements 5/ 101-215-813.000 PN-Bids for Friendship Station Improv.	Invoice Amount: \$26.29 Check Date: 06/12/2018 26.29
ASSOCIATED NEWSPAPERS OF MICHIGAN PN-Sanitary Sewer Manhole Adj Program 5/24/18 226-226-727.000 PN-Sanitary Sewer Manhole Adj Program	Invoice Amount: \$24.76 Check Date: 06/12/2018 24.76
ASSOCIATED NEWSPAPERS OF MICHIGAN PN - Special Land Use Hearing 6/20/18, printed 5 101-801-813.000 PN - Special Land Use Med Rehab Svcs	Invoice Amount: \$42.96 Check Date: 06/12/2018 42.96
ASSOCIATED NEWSPAPERS OF MICHIGAN PN - 2017 CDBG - Inv 43179 (2/2/17) 101-215-813.000 PN - 2017 CDBG	Invoice Amount: \$63.08 Check Date: 06/12/2018 63.08
ASSOCIATED NEWSPAPERS OF MICHIGAN PN - Modern Method Constr. - Inv 43172 (2/2/17) 101-371-727.000 PN -Modern Method Constr.	Invoice Amount: \$86.11 Check Date: 06/12/2018 86.11
ASSOCIATED NEWSPAPERS OF MICHIGAN PN - PUD (Nazir Jawich) - Inv 43173 (2/2/17) 101-371-727.000 PN - PUD (Nazir Jawich)	Invoice Amount: \$82.94 Check Date: 06/12/2018 82.94
ASSOCIATED NEWSPAPERS OF MICHIGAN PN - Property Tax Millage Rate Hearing 3/2/17 - I 101-215-813.000 PN - Prop Tax Mill Rate Hrg 3/2/17	Invoice Amount: \$22.48 Check Date: 06/12/2018 22.48
ASSOCIATED NEWSPAPERS OF MICHIGAN PN - Property Tax Millage Rate Hrg 3/28/17 - Inv	Invoice Amount: \$23.05 Check Date: 06/12/2018

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

VENDOR INFORMATION	INVOICE INFORMATION
101-215-813.000	PN - Prop Tax Mill Rate Hrg 3/28/17 23.05
ASSOCIATED NEWSPAPERS OF MICHIGAN	Invoice Amount: \$22.83
PN - ZBA Meeting 4/6/17 - 9168 Marlowe - Inv 43 101-371-727.000	Check Date: 06/12/2018 22.83
	PN - ZBA Mtg 4/6/17 - 9168 Marlowe
ASSOCIATED NEWSPAPERS OF MICHIGAN	Invoice Amount: \$32.30
PN - Cut Noxious Weeds - Invoice 43357 (4/6/17) 101-371-727.000	Check Date: 06/12/2018 32.30
	PN - Cut Noxious Weeds 4/6/17
ASSOCIATED NEWSPAPERS OF MICHIGAN	Invoice Amount: \$23.14
PN - Sewage Dilsposal System Inv 43432 (4/27/17) 101-528-727.000	Check Date: 06/12/2018 23.14
	PN - Sewage Disposal System 4/27/17
ASSOCIATED NEWSPAPERS OF MICHIGAN	Invoice Amount: \$32.13
PN - ZBA Mtg 5/4/17 Appl 1551 Inv 43411 (4/20) 101-371-727.000	Check Date: 06/12/2018 32.13
	PN - ZBA Mtg 5/4/17 Appl 1551
ASSOCIATED NEWSPAPERS OF MICHIGAN	Invoice Amount: \$43.66
PN - 2015 Master Plan Amend Inv 43536 (6/1/17) 101-801-813.000	Check Date: 06/12/2018 43.66
	PN - 2015 Master Plan Amend
ASSOCIATED NEWSPAPERS OF MICHIGAN	Invoice Amount: \$45.53
Firefighter/Paramedic Ad Inv 43674 (7/6/17) 101-220-813.000	Check Date: 06/12/2018 45.53
	Firefighter/Paramedic Ad 7/6/17
ASSOCIATED NEWSPAPERS OF MICHIGAN	Invoice Amount: \$75.00
Police Auction 9/8/17 Inv 43874 (8/31/17) 101-305-727.000	Check Date: 06/12/2018 75.00
	Police Auction 9/8/17
ASSOCIATED NEWSPAPERS OF MICHIGAN	Invoice Amount: \$91.55
PN - Establishment of Industrial Development Inv 101-371-727.000	Check Date: 06/12/2018 91.55
	PN - Est of Ind Dev
ASSOCIATED NEWSPAPERS OF MICHIGAN	Invoice Amount: \$23.40
PN - ZBA Mtg 10/5/17 Appl 1559 Inv 43969 (9/2) 101-371-727.000	Check Date: 06/12/2018 23.40
	PN - ZBA Mtg 10/5/17
ASSOCIATED NEWSPAPERS OF MICHIGAN	Invoice Amount: \$(233.21)
CREDIT FOR OVERPAYMENT OF INVOICES 2015 101-371-727.000	Check Date: 06/12/2018 (233.21)
	ZBA NOTICES
NAPA Auto Parts of Plymouth	Invoice Amount: \$89.97
oil 101-336-863.000	Check Date: 06/12/2018 89.97
	5W40 oil
NAPA Auto Parts of Plymouth	Invoice Amount: \$4.97
Auto supplies for patrol vehicles Inv. 577576 5/2 101-305-863.000	Check Date: 06/12/2018 4.97
	Brakelight Bulbs
NAPA Auto Parts of Plymouth	Invoice Amount: \$21.48
Auto supplies for patrol vehicles Inv. 578577 5/3 101-305-863.000	Check Date: 06/12/2018 21.48
	Wiper Blades - 2017 Expedition
B & R JANITORIAL SUPPLY	Invoice Amount: \$1,300.00
TILE FLOORS CLEANED 101-265-776.000	Check Date: 06/12/2018 1,300.00
	INVOICE 182004

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

J & R JANITORIAL SUPPLY PAINTED FLOOR SERVICE 101-305-776.000	<i>INVOICE 181850</i>	Invoice Amount: Check Date:	\$600.00 06/12/2018 600.00
BADER & SONS CO. Tire replcement on Gator 4X2 (Eric Anderson) 101-691-863.000 101-691-863.000 101-691-853.000 101-691-853.000	25-X 1200-9 Turf Trac-4P Tire Disposal Misc. shop supplies Labor	Invoice Amount: Check Date:	\$157.52 06/12/2018 122.46 5.00 6.06 24.00
BLACKWELL FORD INC. Vehicle Repair/A94167 Inv. 330604 5/9/18 101-305-863.000	Repair Tire	Invoice Amount: Check Date:	\$24.12 06/12/2018 24.12
BLACKWELL FORD INC. Vehicle Repair/106809 Inv. 331018 5/17/18 101-305-863.000	Oil Change	Invoice Amount: Check Date:	\$52.34 06/12/2018 52.34
BLACKWELL FORD INC. Vehicle Repair/A66875 Inv. 331253 5/22/18 101-305-863.000	Replace Pass Power Mirror	Invoice Amount: Check Date:	\$327.52 06/12/2018 327.52
BLACKWELL FORD INC. Vehicle Repair/B32115 Inv. 331277 5-22-18 A 101-305-863.000	Repaired battery corrosion/tested ok	Invoice Amount: Check Date:	\$85.00 06/12/2018 85.00
BLACKWELL FORD INC. Vehicle Repair/126605 Inv. 331337 5/22/18 101-305-863.000	Replace Rotors and Pads	Invoice Amount: Check Date:	\$360.10 06/12/2018 360.10
BLACKWELL FORD INC. Vehicle Repair/126605 Inv. 331673 5/29/18 101-305-863.000	Replace Left Head Lamp Bulb	Invoice Amount: Check Date:	\$53.84 06/12/2018 53.84
BLACKWELL FORD INC. Vehicle Repair/106809 Inv. 328902 4/6/18 101-305-863.000	Inspect Vehice Damage from PDA	Invoice Amount: Check Date:	\$42.50 06/12/2018 42.50
BLACKWELL FORD INC. R1 oil chg 101-336-863.000	R1 oil change	Invoice Amount: Check Date:	\$79.69 06/12/2018 79.69
BLACKWELL FORD INC. Vehicle Repair/106437 Inv. 330351 5/8/18 101-305-863.000	Oil change/Front Suspension Repair	Invoice Amount: Check Date:	\$1,322.19 06/12/2018 1,322.19
BLACKWELL FORD INC. Vehicle Repair/C41292 Inv. 330646 5/14/18 101-305-863.000	Inspect Engine/Oil Change	Invoice Amount: Check Date:	\$94.84 06/12/2018 94.84
BLACKWELL FORD INC. Vehicle Repair/106808 Inv. 330816 5/14/18 101-305-863.000	Oil Change	Invoice Amount: Check Date:	\$52.34 06/12/2018 52.34
BLACKWELL FORD INC. Senior Bus Repair Invoice #330055 - Oil change,		Invoice Amount: Check Date:	\$129.74 06/12/2018

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

	588-588-863.000	Senior Trans # 330055	129.74
BLOOM ROOFING SYSTEMS INC.			Invoice Amount: \$330.00
Sta#3 roof repair			Check Date: 06/12/2018
	101-336-776.000	Sta#3 roof repairs	330.00
BONADEO, KAREN			Invoice Amount: \$31.34
Mileage Reimbursement - Impound Training			Check Date: 06/12/2018
	101-305-960.000	Ply. City, Canton, Mayflower, F. Hills	31.34
CDW GOVERNMENT INC			Invoice Amount: \$1,195.00
BackupExec Renewal - MiDeal - Quote JNLL774			Check Date: 06/12/2018
	101-290-941.000	CREDIT	(67.00)
	101-290-941.000	BackupExec Software Renewal	1,262.00
CHLORIDE SOLUTIONS LLC			Invoice Amount: \$3,159.90
Chloride			Check Date: 06/12/2018
	101-446-818.000	26% Mineral Well Brine del & applied	3,159.90
CINTAS CORPORATION - 300			Invoice Amount: \$199.61
Mat service for P.D. Inv. 300260016 5/18/18			Check Date: 06/12/2018
	101-305-776.000	Mats for pd/Active Scraper	199.61
CODE SAVVY CONSULTANTS LLC			Invoice Amount: \$530.00
SPRINKLER SYSTEM PLAN REVIEW			Check Date: 06/12/2018
	101-371-818.000	INVOICE 1325 PEMEDI SENIOR CARE	530.00
CORRIGAN OIL COMPANY			Invoice Amount: \$1,719.92
Fuel 5/22/18			Check Date: 06/12/2018
	592-291-863.000	Gas 87 - Ethanol	1,006.28
	592-291-863.000	Dyed Ultra Low Sulfur #2 Mix	698.23
	592-291-863.000	Fuel Tax Recap	8.46
	592-291-863.000	Environmental Fee	6.95
CORRIGAN OIL COMPANY			Invoice Amount: \$2,018.31
Fuel 5/10/18			Check Date: 06/12/2018
	592-291-863.000	Gas 87 - Ethanol	1,322.81
	592-291-863.000	Dyed Ultra Low Sulfur #2 Mix	685.10
	592-291-863.000	Fuel Tax Recap	10.40
DIAMOND PROCLEAN, LLC			Invoice Amount: \$662.00
FRIENDSHIP CENTER GLASS CLEAN			Check Date: 06/12/2018
	101-265-858.000	INVOICE 22161	662.00
JACK DOHENY COMPANIES INC			Invoice Amount: \$589.80
Easement Jet Repaired			Check Date: 06/12/2018
	592-291-851.000	Parts, labor, shop supplies	589.80
DON'S SMALL ENGINE			Invoice Amount: \$49.84
Invoice # 41891 - Nw Battery for Toro Cart - Invo			Check Date: 06/12/2018
	101-691-931.000	Battery - Invoice 3 41891	49.84
DON'S SMALL ENGINE			Invoice Amount: \$22.98
Invoice #42068 - Oil Filters for Z-Turn mowers			Check Date: 06/12/2018
	101-691-931.000	Oil Filters - Invoice 42068	22.98

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

EASTERN FIRE EQUIPMENT SERVICES chain repair 101-336-851.000 chain repair	Invoice Amount: Check Date:	\$73.13 06/12/2018 73.13
EASTERN FIRE EQUIPMENT SERVICES bullet chains 101-336-851.000 CEBUL56A chains/freight 101-336-851.000 S&H	Invoice Amount: Check Date:	\$544.20 06/12/2018 529.20 15.00
ENGRAVING CONNECTION name tags 101-336-758.000 tags	Invoice Amount: Check Date:	\$32.00 06/12/2018 32.00
WADE-TRIM OPERATIONS SERVICES Buried Manhole - Contract admin 592-291-973.090 Buried Manhole - Contract admin May 2018	Invoice Amount: Check Date:	\$1,250.00 06/12/2018 1,250.00
WADE-TRIM OPERATIONS SERVICES Contract Admin - Deer Creek SAD 805-805-970.290 Contract Admin - Deer Creek SAD	Invoice Amount: Check Date:	\$550.00 06/12/2018 550.00
WADE-TRIM OPERATIONS SERVICES Contract Admin - Hunters Creek SAD 805-805-970.210 Contract Admin - Hunters Creek SAD	Invoice Amount: Check Date:	\$330.00 06/12/2018 330.00
WADE-TRIM OPERATIONS SERVICES Contract Admin Ridgewood hills SAD 805-805-970.340 Contract Admin Ridgewood Hills SAD	Invoice Amount: Check Date:	\$1,320.00 06/12/2018 1,320.00
FEDEX Package Shipped 1/23/18 Inv. 6-080-34888 2/7/1 101-305-727.000 Package shipped to Axon	Invoice Amount: Check Date:	\$27.11 06/12/2018 27.11
FEDEX Old Rifles Shipped Inv. 6-183-32755 5/16/18 101-305-727.000 Packages Shipped to DLA DS Anniston	Invoice Amount: Check Date:	\$223.15 06/12/2018 223.15
FIFER INVESTIGATIONS, LLC (2) Background Investigatons--Kaitlin Nicely and 101-305-818.000 BI on Kaitlin Nicely (PD) 101-305-818.000 BI on Z. Cieplechowicz-Fodor (PD)	Invoice Amount: Check Date:	\$3,512.50 06/12/2018 1,900.00 1,612.50
GFL Environmental USA, Inc. DPW STREET SWEEPING DEBRIS 592-291-973.033 TEMP DUMPSTERS-STREET SWEEPING 05/01/1 592-291-973.033 28.10 TONS - DISPOSAL FEE - \$25/TON	Invoice Amount: Check Date:	\$1,227.50 06/12/2018 525.00 702.50
GFL Environmental USA, Inc. 2018 HHW EVENT - TRASH TRUCK 226-226-811.000 TRASH TRUCK FOR HHW EVENT - 7 HOURS	Invoice Amount: Check Date:	\$1,925.00 06/12/2018 1,925.00
GRAINGER, W.W., INC. Tools for Equipment, Materials Handling 592-291-851.000 Sling Wire Rope 8ft. 5000lbs 592-291-851.000 Sling Wire Rope 8ft 1300lbs 592-291-851.000 Lever Load Binder Fixed 9200lbs	Invoice Amount: Check Date:	\$171.96 06/12/2018 63.61 19.39 88.96

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

Great Lakes Ace Hardware Set Up 2018 Blanket PO 101-691-931.000 2018 Blanket PO	Invoice Amount: Check Date:	\$63.67 06/12/2018 63.67
HALT FIRE INC USAR 4 101-336-863.000 USAR 4	Invoice Amount: Check Date:	\$627.26 06/12/2018 627.26
HALT FIRE INC E3 CHECK PRIMER 101-336-863.000 E3 CHECK PRIMER	Invoice Amount: Check Date:	\$146.00 06/12/2018 146.00
HALT FIRE INC USAR 4 101-336-863.000 USAR 4 WHEEL CAP & GASKET	Invoice Amount: Check Date:	\$552.40 06/12/2018 552.40
HALT FIRE INC E1 batteries, window crank 101-336-863.000 E1 batteries and window crank	Invoice Amount: Check Date:	\$2,579.58 06/12/2018 2,579.58
HARRELL'S, LLC INV 01132373 Defoamer 510-510-737.000 Harrell's Defoamer 1 quart	Invoice Amount: Check Date:	\$274.68 06/12/2018 274.68
HEMMING,POLACZYK,CRONIN,SMITH, May 2018 - Legal Prosecution and Legal Expenses 101-290-825.000 Legal Prosecution 101-290-827.000 Legal Expenses	Invoice Amount: Check Date:	\$11,884.63 06/12/2018 7,087.50 4,797.13
HORTON PLUMBING Sta#2 Gas water Heater 101-336-776.000 Sta#2 New water heater	Invoice Amount: Check Date:	\$1,197.43 06/12/2018 1,197.43
IAFC MEMBERSHIP Daniel Phillips membership 101-336-729.000 Membership Daniel Phillips	Invoice Amount: Check Date:	\$209.00 06/12/2018 209.00
J & B MEDICAL SUPPLY INC Medical supplies 101-336-836.000 WEL60814 LARYNGOSCOPE HANDLES	Invoice Amount: Check Date:	\$97.75 06/12/2018 97.75
J & B MEDICAL SUPPLY INC Medical supplies 101-336-836.000 WEL60813 LARYNGOSCOPE HANDLES 101-336-836.000 ADC703-12XBK SPHYGMOMANOMETER 101-336-836.000 MTR11160-000013 CUFF 101-336-836.000 MTR11160-000011 CUFF 101-336-836.000 CNT02C2 PRO 2 CADDY 101-336-836.000 COV500027 THERMOMETER 101-336-836.000 RBFRB-S400X-RB 101-336-836.000 KMP10-118-ROY 101-336-836.000 KMP10-104-RED TR BAGS	Invoice Amount: Check Date:	\$794.82 06/12/2018 97.75 69.51 28.56 24.99 81.32 58.08 150.71 143.65 140.25
OVERHEAD DOOR CO. OF WHITMORE LAKE Sta#3 Conduit & rewiring of door 101-336-776.000 Sta#3 Conduit & rewiring of door	Invoice Amount: Check Date:	\$426.58 06/12/2018 426.58

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

MINOLTA BUSINESS SOLUTIONS		Invoice Amount:	\$410.61
Printer Copy Charges - Feb 2018 - Bldg & Clerk		Check Date:	06/12/2018
101-215-727.000	2,272 B&W Copies - Clerk		24.97
101-215-727.000	1,253 Color Copies - Clerk		105.08
101-371-727.000	2,042 B&W Copies - Bldg Dept.		21.03
101-371-727.000	2,558 Color Copies - Bldg Dept		259.53
ANDREW LOUDON		Invoice Amount:	\$25.00
FF Loudon Paramedic License renewal		Check Date:	06/12/2018
101-336-960.000	Paramedic license renewal		25.00
LIFELOC TECHNOLOGIES		Invoice Amount:	\$980.00
New PBTs to replace older models. Note: We will		Check Date:	06/12/2018
101-305-851.000	FC10MI		980.00
Linguistica International		Invoice Amount:	\$9.69
Interpreting Services - April 2018 Inv. 30874 4-30		Check Date:	06/12/2018
101-325-853.400	17 Minutes of Interpretation Services		9.69
MSA SYSTEMS, INC		Invoice Amount:	\$471.75
Z-Select 4000D Receipt Labels for Ticket Printer i		Check Date:	06/12/2018
101-305-727.000	4 Cases of 36 rolls each		420.00
101-305-727.000	Shipping		51.75
MAIN STREET AUTO WASH		Invoice Amount:	\$470.00
Oil and May Car Washes		Check Date:	06/12/2018
101-305-863.000	Police Vehicles		415.00
101-336-863.000	Fire Admin. Vehicles		15.00
101-371-863.000	Building Vehicles		40.00
MARK'S OUTDOOR POWER EQUIPMENT		Invoice Amount:	\$63.28
Parts needed to rebuild Spindle on Z-Turn - Parks		Check Date:	06/12/2018
101-691-931.000	Invoice # 145836 (attached)		63.28
MARK'S OUTDOOR POWER EQUIPMENT		Invoice Amount:	\$41.34
Broken R/R Parking Brake on Z-turn #3 replaceme		Check Date:	06/12/2018
101-691-931.000	Invoice # 145964 (attached)		41.34
MARK'S OUTDOOR POWER EQUIPMENT		Invoice Amount:	\$99.75
Replace broken belt on Z-turn #2 - Parks - #146		Check Date:	06/12/2018
101-691-931.000	Invoice # 146243 (attached)		99.75
MARK'S OUTDOOR POWER EQUIPMENT		Invoice Amount:	\$178.59
Replace L/R rim on Z-turn - Parks - #146121 (att		Check Date:	06/12/2018
101-691-931.000	Invoice # 146121 (attached)		178.59
MAYFLOWER AUTO TRANSPORT		Invoice Amount:	\$76.00
TOW CROWN VIC		Check Date:	06/12/2018
101-371-863.000	INVOICE 105634		76.00
MI Urban Search & Rescue Training		Invoice Amount:	\$450.00
Culver training May 2018		Check Date:	06/12/2018
101-336-960.000	Trench Rescue Operations - FF Culver		450.00
MICHIGAN AIR SOLUTIONS, LLC		Invoice Amount:	\$136.60
Compressor Maint Sta#1		Check Date:	06/12/2018
101-336-851.000	Sta#1 Compressor Maint		136.60

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

MICHIGAN CAT			Invoice Amount:	\$606.13
Repair for broken nut on backhoe bucket 420DA			Check Date:	06/12/2018
592-291-851.000	Labor- Segment 1			68.00
592-291-851.000	Labor- Segment 2 Screw adjust			357.33
592-291-851.000	Labor- Segment 99			115.00
592-291-851.000	Truck use charge			48.38
592-291-851.000	Environmental Charges			17.42
MICHIGAN TOWNSHIPS ASSOCIATION			Invoice Amount:	\$6,738.26
Annual Dues 7/1/18 - 6/30/19			Check Date:	06/12/2018
101-290-958.000	Annual Dues 7/1/18 - 6/30/19			6,738.26
MICHIGAN, STATE OF			Invoice Amount:	\$25.00
Pharmacy participation fee for E1			Check Date:	06/12/2018
101-336-836.000	RESCUE SERVICE SUPPLIES			25.00
MICHIGAN LINEN SERVICE			Invoice Amount:	\$84.35
Uniforms (late invoice)			Check Date:	06/12/2018
592-172-758.000	4/27/18			84.35
MICHIGAN LINEN SERVICE			Invoice Amount:	\$84.35
Uniforms			Check Date:	06/12/2018
592-172-758.000	5/11/18			84.35
MICHIGAN LINEN SERVICE			Invoice Amount:	\$84.35
Uniforms			Check Date:	06/12/2018
592-172-758.000	6/1/18			84.35
MICHIGAN LINEN SERVICE			Invoice Amount:	\$84.35
Uniforms			Check Date:	06/12/2018
592-172-758.000	5/28/18			84.35
MICHIGAN LINEN SERVICE			Invoice Amount:	\$84.35
Uniforms			Check Date:	06/12/2018
592-172-758.000	5/18/18			84.35
Musco Sports Lighting, LLC			Invoice Amount:	\$40,820.00
Light Structure System -P/C Little League - Town			Check Date:	06/12/2018
101-691-978.000	Musco Project # 107597			40,820.00
NORTHVILLE, CHARTER TOWNSHIP OF			Invoice Amount:	\$350.00
March 2018 Five Mile Road Corridor Proj.			Check Date:	06/12/2018
101-371-818.500	March. 2018 5 Mile Corridor Project			350.00
NORTHVILLE, CHARTER TOWNSHIP OF			Invoice Amount:	\$250.00
April 2018 Five Mile Road Corridor Proj.			Check Date:	06/12/2018
101-371-818.500	April 2018 5 Mile Corridor Project			250.00
O K FIRE EQUIPMENT CO			Invoice Amount:	\$2,125.00
FIRE EQUIPMENT SERVICE			Check Date:	06/12/2018
101-336-776.000	INVOICE 6309,6307			500.00
592-172-776.000	INVOICE 6309			475.00
101-265-858.000	INVOICE 6308			71.00
510-510-776.000	INVOICE 6308			171.00
101-265-776.000	INVOICE 6307			105.00
101-305-776.000	INVOICE 6307			489.00
101-691-931.000	INVOICE 6308			314.00

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION

INVOICE INFORMATION

OAKLAND COMMUNITY COLLEGE		Invoice Amount:	\$195.00
Homeland Security Training Inv. 109778 5-23-18		Check Date:	06/12/2018
101-325-960.000	P.S.A. Shannon Richardson 5-21-18		195.00
OFFICE DEPOT		Invoice Amount:	\$128.36
Cyan Ink Cartridge		Check Date:	06/12/2018
101-336-727.000	HP 502A (Q6471A) Cyan		128.36
OFFICE DEPOT		Invoice Amount:	\$462.97
Office Supplies Inv. 135393750001 5/7/18		Check Date:	06/12/2018
101-325-727.000	Wipes for Lobby Fingerpirnt Station		82.99
101-325-727.000	Toner		379.98
OFFICE DEPOT		Invoice Amount:	\$203.98
Lockup Supplies Inv. 135395087001 5/9/18		Check Date:	06/12/2018
101-325-727.400	Waterless Wypalls/Fingerprints		203.98
OFFICE DEPOT		Invoice Amount:	\$459.52
Office Supplies May 2018		Check Date:	06/12/2018
226-226-727.000	Pens Blue Ink		14.69
592-172-727.000	Binder Clips small		4.20
101-400-727.000	Desktop File Holder		47.49
101-171-727.000	Paper		32.97
101-201-727.000	Paper		6.98
101-400-727.000	Paper		23.55
226-226-727.000	Paper		7.85
592-172-727.000	Paper		164.21
592-172-727.000	File Folders		19.48
101-400-727.000	File Folder Heavyweight		39.99
592-172-727.000	Flash Drives		32.54
226-226-727.000	Steno Notebooks		34.90
592-172-727.000	Push pins		2.79
592-172-727.000	PENS		25.99
592-172-727.000	SHARPIE		1.89
OFFICE DEPOT		Invoice Amount:	\$144.38
Office Supplies incl Bankers Boxes		Check Date:	06/12/2018
101-215-727.000	Bankers Boxes		101.98
101-215-727.000	Loose Leaf 2" Diameter Rings		14.29
101-215-727.000	Security Counter Pen - Black		1.29
101-215-727.000	Securty Counter Pen Refill - Black		1.01
101-215-727.000	8.5 x 11 Sheet Protectors		16.90
101-215-727.000	Paper rolls		4.54
101-215-727.000	Post it flags		4.37
OFFICE DEPOT		Invoice Amount:	\$3.98
Office Supplies incl Bankers Boxes		Check Date:	06/12/2018
101-215-727.000	Avery Big Tab Extra Wide Insertable Div.		3.98
PARAGON LABORATORIES		Invoice Amount:	\$157.50
Halocetic Acids/ DW VOC testing		Check Date:	06/12/2018
592-172-818.100	DW VOC		49.50
592-172-818.100	Halocetic Acids		108.00
PARKWAY SERVICES INC.		Invoice Amount:	\$200.00
HHW PORTABLE TOILETS-2018		Check Date:	06/12/2018
226-226-811.000	2 UNITS W/HAND SANITIZERS		200.00

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION****PITNEY BOWES**

Red Ink and E-Z Seal for Postage Machine

101-215-727.000
101-215-727.000E-Z Seal 5 gal. for postage machine
Red Ink for postage machine

Invoice Amount:	\$594.97
Check Date:	06/12/2018
	101.99
	492.98

PLANTE & MORAN, PLLC

Progress Invoice for FYE 2017 Audit

510-510-738.000
226-226-817.000
592-172-818.000
101-290-818.000FYE 2017 Audit - Golf Fund
FYE 2017 Audit - Solid Waste Fund
FYE 2017 Audit - Water & Sewer Fund
FYE 2017 Audit - General Fund

Invoice Amount:	\$12,000.00
Check Date:	06/12/2018
	300.00
	300.00
	5,700.00
	5,700.00

PLANTE & MORAN, PLLC

Progress Invoice Audit of FYE 12/31/17

101-290-818.000
592-172-817.000
226-226-817.000
510-510-738.000Audit of General Fund FYE 12/31/17
Audit of Water & Sewer Fund FYE 12/31/17
Audit of Solid Waste Fund FYE 12/31/17
Audit of Golf Fund FYE 12/31/17

Invoice Amount:	\$28,745.00
Check Date:	06/12/2018
	16,675.00
	10,930.00
	570.00
	570.00

PLYMOUTH RUBBER & TRANSMISSION

Items for Jet/Vactor

592-291-851.000
592-291-851.000
592-291-851.000
592-291-851.000
592-291-851.000Clamp Band Smooth ID 3/4x3-1/2
Barb Hose 2-1/2 H x 2-1/2MNPT
Camlock 2-1/2 F x Hose Barb
Mill Hose 2-12 x 100'
Glove G-Tek Maxiflex X Lg Yellow

Invoice Amount:	\$239.30
Check Date:	06/12/2018
	8.60
	21.26
	44.72
	69.20
	95.52

CHARTER TWSP OF PLYMOUTH

Credit Card expenditures - April 2018

226-226-960.000
101-336-776.000
101-336-776.000
101-305-960.000
101-325-727.000
101-305-851.000
101-265-776.000
592-172-776.000
101-265-776.000
101-265-858.000
101-265-776.000
101-265-776.000
592-443-939.000
101-446-818.000
101-446-818.000
101-446-851.000
226-226-810.400
101-446-818.000
592-291-934.000
101-201-960.000
101-305-958.000
101-305-851.000
101-371-863.000
101-336-729.000
101-691-931.000
101-691-758.000
101-336-727.000Fellrath-MRC Conf./Sarah Visel
Fox-Lighting Supply-Bulbs for St. #1
Fox-HD - Bulbs
Gordon-Dunhams(Ammunition Range Day
Gordon-CVS-Wimdex-fingerprinting
Gordon-LMT-Piston Plug Assembly
Haack-Carousel Cleaning-Carpets
Haack-Amazon-Door closer at DPW
Haack-Town Locksmith-Keys for Twsp. Car
Haack-Sam's-Supplies Friendship Station
Haack-Batteries&Bulbs-Batteries for Twsp
Haack-Bank'sVacuums-Bags
Hamann-HD-Shop Supplies
Hamann-Road Traffic Signs-(3) signs for
Hamann-HD-Hardware and Paint for barrica
Hamann-HD-Paint for Barricades
Hamann-HD-Tarp, bolts for "free" compost
Hamann-Rental-Power Auger
Hamann--HDEdwards-hydra fittings tower
Janks-Conference Registration
Kudra-IACP Membership
Kudra-HD-Lumber, screws, boxes
Lewis-Victory Lane-Oil Change
Phillips-Membership SMAFC
Rapson-Delwood-Toilet Repair
Rapson-HD-Pers.Protection Equip
Phillips-Refund-Amazon

Invoice Amount:	\$3,365.28
Check Date:	06/12/2018
	175.00
	26.55
	19.94
	109.98
	3.49
	103.44
	367.50
	143.99
	10.60
	134.93
	30.92
	11.17
	224.17
	179.33
	262.67
	41.89
	96.35
	99.68
	412.70
	100.00
	150.00
	267.35
	89.32
	105.00
	87.45
	124.85
	(12.99)

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

PLYMOUTH-CANTON COMMUNITY SCHOOLS		Invoice Amount:	\$478.73
APRIL FUEL		Check Date:	06/12/2018
	101-371-863.000	APRIL INVOICE FOR FUEL	478.73
PLYMOUTH-CANTON COMMUNITY SCHOOLS		Invoice Amount:	\$3,947.60
April Fuel Inv. 002237 5/23/18		Check Date:	06/12/2018
	101-305-863.000	Patrol Vehicles	3,893.90
	101-325-963.000	PSA Vehicle	53.70
PROMOZING		Invoice Amount:	\$371.00
#10 Envelope printed with CTOP return address -		Check Date:	06/12/2018
	101-215-727.000	#10 Envelope, CTOP return address-10,000	371.00
RAS Engineering, LLC		Invoice Amount:	\$375.00
Retrofit New L-3 Camera System Inv. 2441 5/16/		Check Date:	06/12/2018
	101-305-863.000	Ford Utility - Veh #16-2	375.00
RAS Engineering, LLC		Invoice Amount:	\$450.00
Old Vehicle Strip - Inv. 2440 5/16/18		Check Date:	06/12/2018
	101-305-863.000	Ford Interceptor Utility #15-2	450.00
RAS Engineering, LLC		Invoice Amount:	\$566.25
Retrofit New L-3 Camera System Inv. 2443 5/25/		Check Date:	06/12/2018
	101-305-863.000	Ford Sedan - Vehicle 14-2	375.00
	101-305-863.000	Replace Radar Unit	191.25
AS Engineering, LLC		Invoice Amount:	\$450.00
Old Vehicle Strip - Inv. 2446 5/30/18		Check Date:	06/12/2018
	101-305-863.000	Ford Sedan #13-2	450.00
RAS Engineering, LLC		Invoice Amount:	\$85.00
Vehicle Repair - Vehicle 14-1 Sedan Inv. 2442 5/1		Check Date:	06/12/2018
	101-305-863.000	Diagnose/Repair non-functional printer	85.00
SCHULTZ AND YOUNG, P.C.		Invoice Amount:	\$991.26
March-May 2018 Legal Expenses (Labor Relations		Check Date:	06/12/2018
	101-290-828.000	Labor Relations Marrch-May 2018	991.26
SEHI COMPUTER PRODUCTS		Invoice Amount:	\$156.72
Designjet T2300 Printheads		Check Date:	06/12/2018
	592-172-727.000	Designjet T2300 Printheads	150.72
	592-172-727.000	Shipping	6.00
SERENE LANDSCAPE GROUP		Invoice Amount:	\$2,856.51
TURF FERTILIZATION, GARDENING AND WEEDIN		Check Date:	06/12/2018
	101-336-776.000	FIRE	196.25
	101-265-776.000	TOWNHALL	362.50
	101-265-858.000	FRIENDSHIP SENIOR CENTER	50.00
	101-691-931.000	PARKS	2,190.26
	592-172-776.000	DPW	57.50
SHI International Corp.		Invoice Amount:	\$3,176.89
Malwarebytes Renewal - Quote 15222418		Check Date:	06/12/2018
	101-290-941.000	Malwarebytes Prem Service 1yr-MPS12S100	439.09
	101-290-941.000	Malwarebytes Endpoint Security-MES12N100	2,737.80

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

SIGNATURE FORD, L-M 2018 Ford F150 Super Cab 4x4 Pick-up 592-172-978.000	<i>2018 Ford F150 Super Cab 4x4 Pick-up</i>	Invoice Amount: Check Date:	\$29,148.00 06/12/2018 29,148.00
SIGNATURE FORD, L-M 2018 Ford Taurus SEL All Wheel Drive - MIDEAL C 265-300-978.000 265-300-978.000 265-300-978.000	<i>2018 Ford Taurus - Black Code: P2H/200A All Weather Floor Mats Code: 97M Shadow Black Code: G1</i>	Invoice Amount: Check Date:	\$25,664.00 06/12/2018 25,573.00 90.00 1.00
SIGNATURE FORD, L-M 2018 Ford Taurus SEL All Wheel Drive - MIDEAL C 267-300-978.000 267-300-978.000 267-300-978.000	<i>2018 Ford Taurus-Magnetic Code: P2H/200A All Weather Floor Mats Code: 97M Magnetic Code:J7</i>	Invoice Amount: Check Date:	\$25,664.00 06/12/2018 25,573.00 90.00 1.00
SMITH, CHRISTOPHER FF Training Officer I reimbursement - FF C. Smith 101-336-960.000	<i>Reimbursement for FF Tr Officer level 1</i>	Invoice Amount: Check Date:	\$438.00 06/12/2018 438.00
SPARTAN DISTRIBUTORS 22414414 Repair Work On/Off Valve Leaking/ Pic 510-510-737.000 510-510-737.000 510-510-737.000 510-510-737.000 510-510-737.000 510-510-737.000 510-510-737.000	<i>Pickup and Delivery Main on/off valve asm Attachments default labor boom springs Attachments default labor boom spacer Spacer Attachments default labor screw missing Attachments default labor</i>	Invoice Amount: Check Date:	\$590.24 06/12/2018 185.00 152.18 130.80 32.70 13.26 21.80 54.50
SPENCER OIL COMPANY 554607 Oct Unl w/10% Ethanol 531.1 Gals 510-510-737.000	<i>Oct Unl w/10% Ethanol 531.1 Gals</i>	Invoice Amount: Check Date:	\$1,280.38 06/12/2018 1,280.38
SPENCER OIL COMPANY 554609 Hilltop Dyed Diesel Fuel 228.9 Gals 510-510-737.000	<i>Dyed Diesel Fuel 228.9 Gals</i>	Invoice Amount: Check Date:	\$593.23 06/12/2018 593.23
SURE-FIT LAUNDRY CO. Prisoner Blanket Cleaning Inv. 401155 5/24/18 101-325-851.400	<i>Blanket Cleaning</i>	Invoice Amount: Check Date:	\$60.75 06/12/2018 60.75
SURE-FIT LAUNDRY CO. Prisoner Blanket Cleaning Inv. 401503 5/31/18 101-325-851.400	<i>Blanket Cleaning</i>	Invoice Amount: Check Date:	\$22.50 06/12/2018 22.50
SURE-FIT LAUNDRY CO. Prisoner Blanket Cleaning Inv. 400467 5/10/18 101-325-851.400	<i>Blanket Cleaning</i>	Invoice Amount: Check Date:	\$15.75 06/12/2018 15.75
SURE-FIT LAUNDRY CO. Prisoner Blanket Cleaning Inv. 400817 5/17/18 101-325-851.400	<i>Blanket Cleaning</i>	Invoice Amount: Check Date:	\$27.00 06/12/2018 27.00
TIDERINGTON, SCOTT Clothing Reimbursement - 2018 101-305-758.000	<i>DEA Specialty Assignment</i>	Invoice Amount: Check Date:	\$149.00 06/12/2018 149.00

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

TRI-COUNTY INTERNATIONAL TRUCKS INC		Invoice Amount:	\$838.75
R2 fuse and jumper replaced		Check Date:	06/12/2018
	101-336-863.000	R2 replaced fuse and jumper	838.75
PLYMOUTH URGENT CARE		Invoice Amount:	\$360.00
Drug Screening for P/T Summer ParkEmployees (Check Date:	06/12/2018
	101-691-714.000	Drug Screenings--Park P/T Summer Help	360.00
USA BLUEBOOK		Invoice Amount:	\$239.07
Marking Equipment		Check Date:	06/12/2018
	592-291-935.000	Flag 21' Wire Staff (Blue)	79.20
	592-291-935.000	Rust Oleum Invert	107.90
	592-291-935.000	Freight	51.97
UPPER LEVEL GRAPHICS		Invoice Amount:	\$495.00
Explorer 18-1 Work Completed Inv.18042 5/14/1		Check Date:	06/12/2018
	101-305-863.000	Add Digitally Printed Ref Graphics	495.00
UPPER LEVEL GRAPHICS		Invoice Amount:	\$85.00
Taurus 17-2 Work Completed Inv.18041 5/14/18		Check Date:	06/12/2018
	101-305-863.000	Add cut reflective "SERGEANT"	85.00
VISEL, SARAH		Invoice Amount:	\$189.66
March - May 2018 Mileage Reimbursement		Check Date:	06/12/2018
	226-226-863.000	Mar-May 2018 Mileage Reimbursement	172.66
	226-226-863.000	Parking - Recycling Conference	17.00
WAYNE COUNTY		Invoice Amount:	\$385.00
January 2018 Prisoner Housing Inv. 294843 5/1/1		Check Date:	06/12/2018
	101-305-832.000	January Prisoner Housing	385.00
WCA ASSESSING		Invoice Amount:	\$22,760.17
Appraisal Services Rendered June 2018		Check Date:	06/12/2018
	101-209-818.000	Appraisal Services Rendered	18,853.50
	101-209-818.000	Co-Star Services	156.67
	101-209-818.000	Appraisal Personnel	3,750.00
Thomas Reuters -WEST PAYMENT CENTER		Invoice Amount:	\$294.78
Clear Investigations Advanced Inv. 838119599 5/		Check Date:	06/12/2018
	101-305-960.000	April 1-30, 2018	294.78
Thomas Reuters -WEST PAYMENT CENTER		Invoice Amount:	\$1,224.00
Quinlan Investigative Annual Charges Inv. 838199		Check Date:	06/12/2018
	101-305-960.000	Investigative Stops Law Bulletin	408.00
	101-305-960.000	Narcotics Law Bulletin	408.00
	101-305-960.000	Search & Seizure Bulletin	408.00
Great Lakes Water Authority		Invoice Amount:	\$314,312.36
GLWA - April 2018 Water Usage Charges		Check Date:	06/12/2018
	592-441-741.000	GLWA April 2018 Water Usage	314,312.36
Total Amount to be Disbursed:			\$595,565.66

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

W. Weidner
6/6/18 Page 1/3

VENDOR INFORMATION

INVOICE INFORMATION

AT&T		Invoice Amount:	\$1,273.20
AT&T - Telephone Allocation May 2018		Check Date:	06/13/2018
101-201-853.000	Information Services - March 2018		87.06
101-209-853.000	Assessing - March 2018		51.99
101-371-853.000	Building - March 2018		144.92
101-336-853.000	Fire - March 2018		228.76
101-305-853.000	Police - March 2018		231.75
101-171-853.000	Supervisor - March 2018		135.49
101-253-853.000	Treasurer - March 2018		115.59
101-215-853.000	Clerk - March 2018		67.51
101-371-853.500	Community Development - March 2018		53.94
101-325-853.000	Dispatch - March 2018		87.18
101-265-854.000	Township Hall - March 2018		20.70
101-691-853.000	Parks - March 2018		16.22
592-172-853.000	Water and Sewer- March 2018		32.09
ADP INC		Invoice Amount:	\$444.33
Payroll processing for period ending 5/20/18		Check Date:	06/13/2018
101-290-941.000	Payroll processing 5/20/18		444.33
BUONO, DUANE		Invoice Amount:	\$4,885.00
MECHANICAL INSPECTOR PAY		Check Date:	06/13/2018
101-371-818.000	APRIL 2018 PAY		4,885.00
COMCAST		Invoice Amount:	\$124.90
Comcast High Speed Internet - June 2018 - 9955		Check Date:	06/13/2018
101-290-941.000	Comcast High Speed Internet June 2018		124.90
COMCAST		Invoice Amount:	\$98.00
Comcast High Speed Internet - Township Park -Ju		Check Date:	06/13/2018
101-691-921.000	High Speed Internet - Township Park		98.00
DTE ENERGY		Invoice Amount:	\$173.19
Baseball Diamonds -April 2018		Check Date:	06/13/2018
101-691-921.000	Baseball Diamonds		173.19
DTE ENERGY		Invoice Amount:	\$814.65
Hilltop Golf Course Clubhouse and Maintenance S		Check Date:	06/13/2018
510-510-737.000	HTGC Clubhouse & Shed		814.65
DTE ENERGY		Invoice Amount:	\$115.21
Hilltop Golf Course Pumphouse April 2018		Check Date:	06/13/2018
510-510-737.000	Hilltop Golf Course Pumphouse		115.21
DTE ENERGY		Invoice Amount:	\$5,353.10
DTE Service - Municipal Street Light May 2018		Check Date:	06/13/2018
101-446-920.000	May Municipal Street Light		5,353.10
HARTFORD, THE		Invoice Amount:	\$6,870.35
Insurance Premium Statement - June 2018 - spre		Check Date:	06/13/2018
101-171-714.000	Supervisor's Dept.		259.58
101-215-714.000	Clerk's Dept.		329.32
101-201-714.000	IT Dept.		96.75
101-253-714.000	Treasurer's Dept.		161.54
101-305-714.000	Police		2,282.37
101-325-714.000	Dispatch		673.92
101-336-714.000	Fire		1,720.31

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

	101-371-714.000	Building	285.13
	588-588-714.000	Friendship Station	48.81
	592-172-716.000	Public Services	158.02
	101-265-714.000	Township Hall	50.10
	226-226-714.000	Solid Waste Dept.	60.30
	592-291-714.000	DPW (includes Supervision)	744.20
HEILEMAN, JAMES			Invoice Amount: \$3,397.50
ELECTRICAL INSPECTOR PAY			Check Date: 06/13/2018
	101-371-818.000	APRIL 2018 PAY	3,397.50
MICHIGAN CONFERENCE OF TEAMSTERS			Invoice Amount: \$10,908.80
Health insurance -July 2018 (DPW) (individual lis			Check Date: 06/13/2018
	592-291-714.000	Bartlett, James	1,558.40
	592-291-714.000	Krueger, Randy	1,558.40
	592-291-714.000	Melow, Steven	1,558.40
	592-291-714.000	Overaitis, Joseph	1,558.40
	592-291-714.000	Scholten, James	1,558.40
	592-291-714.000	Thomas, James	1,558.40
	592-291-714.000	Nelson, David	1,558.40
MUNSON, STEVE			Invoice Amount: \$1,561.00
PLUMBING INSPECTOR PAY			Check Date: 06/13/2018
	101-371-818.000	MAY 2018 PAY	1,561.00
NATIONAL VISION ADMINISTRATORS LLC			Invoice Amount: \$1,275.83
ision Coverage June 2018 - Spreadsheet attache			Check Date: 06/13/2018
	101-171-714.000	Supervisor's Dept.	14.35
	101-201-714.000	IT Dept.	13.34
	101-215-714.000	Clerk's Dept.	18.46
	226-226-714.000	Solid Waste Dept.	13.34
	101-253-714.000	Treasury Dept.	22.57
	101-265-714.000	Township Hall (Haack)	9.23
	101-305-714.000	Police Dept.	280.00
	101-325-714.000	Dispatch	108.74
	101-336-714.000	Fire Dept.	242.07
	101-371-714.000	Building Dept.	49.25
	588-588-714.000	Senior Transportation (Boyce)	13.34
	592-172-716.000	DPW (Staff)	19.47
	101-305-714.500	Police RETIREES	93.31
	101-325-714.500	Dispatch RETIREES	9.23
	101-336-714.500	Fire RETIREES	209.19
	101-290-714.500	Non Specific RETIREES	75.86
	592-291-714.500	DPW RETIREES	56.39
	592-291-714.000	DPW (Supervisio)	27.69
PLYMOUTH POSTMASTER			Invoice Amount: \$3,000.00
Postage for Election Permit 330			Check Date: 06/13/2018
	101-262-730.000	Postage for Election Permit	3,000.00
CHARTER TWSP OF PLYMOUTH			Invoice Amount: \$1,773.50
Plymouth Township - Water/Sewer -June 2018 Bil			Check Date: 06/13/2018
	101-171-921.000	Supervisor	40.31
	101-201-921.000	Information Services	21.57
	101-209-921.000	Assessors	11.54
	101-215-921.000	Clerk	35.03
	101-253-921.000	Treasurer	14.63
	101-265-854.000	Township Hall	52.33

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

101-305-921.000	Police	115.75
101-325-921.000	Communications/Dispatch	24.10
101-336-921.000	Fire	438.59
101-371-921.000	Building	25.38
101-371-921.500	Community Development	14.21
101-691-921.000	Park	466.40
226-226-921.000	Solid Waste	3.33
592-172-921.000	DPW Admin / General Expense	164.53
510-510-737.000	Golf Course	264.49
592-444-745.000	Power and Pumping	53.87
588-588-921.000	Friendship Station	3.34
101-325-921.400	Dispatch (Admin)	24.10

A T & T LONG DISTANCE

Long Distance Allocation -April 2018

Invoice Amount: \$83.51
Check Date: 06/13/2018

101-201-853.000	-Info services	5.71
101-209-853.000	Assessing	3.41
101-371-853.000	Building	9.51
101-336-853.000	Fire	15.00
101-171-853.000	Supervisor	8.89
101-253-853.000	Treasurer	7.58
101-215-853.000	Clerk	4.43
101-371-853.500	Community Development (Planning)	3.54
101-325-853.000	Dispatch	5.72
101-265-854.000	Township Hall	1.36
101-691-853.000	Park	1.06
592-172-853.000	DPW	2.10
101-305-853.000	Police	15.20

VERIZON WIRELESS

Verizon - Cell Phones for Park & Fire -May 2018

Invoice Amount: \$61.07
Check Date: 06/13/2018

101-691-853.000	Park Cell phone	40.01
101-336-853.000	Cell phone - fire	21.06

Total Amount to be Disbursed: \$42,213.14

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

Page: 1/1
*Court Bonds
6/6/18*

VENDOR INFORMATION

INVOICE INFORMATION

5TH DISTRICT COURT POLICE BOND 5/29/2018 <i>702-100-087.000 6094</i>	Invoice Amount: Check Date: <i>345.00</i>	\$345.00 06/03/2018 <i>345.00</i>
36TH DISTRICT COURT POLICE BOND 5/23/2018 <i>702-100-087.000 6089</i>	Invoice Amount: Check Date: <i>200.00</i>	\$200.00 06/03/2018 <i>200.00</i>
35TH DISTRICT COURT POLICE BOND 5/23/2018 <i>702-100-087.000 6088</i> <i>702-100-087.000 6090</i>	Invoice Amount: Check Date: <i>300.00</i> <i>300.00</i>	\$600.00 06/03/2018 <i>300.00</i> <i>300.00</i>
35TH DISTRICT COURT POLICE BOND 5/31/2018 <i>702-100-087.000 6096</i>	Invoice Amount: Check Date: <i>300.00</i>	\$300.00 06/03/2018 <i>300.00</i>
35TH DISTRICT COURT POLICE BOND 5/29/2018 <i>702-100-087.000 6093</i> <i>702-100-087.000 6095</i>	Invoice Amount: Check Date: <i>200.00</i> <i>300.00</i>	\$500.00 06/03/2018 <i>200.00</i> <i>300.00</i>
35TH DISTRICT COURT POLICE BOND 5/25/2018 <i>702-100-087.000 6092</i>	Invoice Amount: Check Date: <i>300.00</i>	\$300.00 06/03/2018 <i>300.00</i>
TH DISTRICT COURT POLICE BOND 5/24/2018 <i>702-100-087.000 6091</i>	Invoice Amount: Check Date: <i>250.00</i>	\$250.00 06/03/2018 <i>250.00</i>
Total Amount to be Disbursed:		\$2,495.00

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

Wesley
5/23/18 Page: 1/5

ENDOR INFORMATION

INVOICE INFORMATION

ALERUS FINANCIAL		Invoice Amount:	\$3,961.87
Defined Contribution - PAYDATE MAY 25, 2018		Check Date:	05/23/2018
101-325-714.050	Define Contribution -Dispatch (Employer)		1,559.04
101-100-231.000	Employee Cont -all		990.47
101-305-714.030	Define Contribution-Police (ER)		1,412.36

ADP INC		Invoice Amount:	\$3,268.45
ADP EnterpriseTime & Workforce Now - 5/6/18		Check Date:	05/23/2018
101-290-941.000	Enterprise eTime		2,244.99
101-290-941.000	Workforce Now		651.45
101-290-941.000	Payroll Services		372.01

BLUE CARE NETWORK OF MICHIGAN		Invoice Amount:	\$10,666.33
BCN of Michigan - Classes 9 & 10 - June 2018 - S		Check Date:	05/23/2018
101-290-714.500	General Retirees Healthcare		4,862.55
101-305-714.500	Police Retirees Healthcare		648.34
101-325-714.500	Dispatch Retirees Healthcare		648.34
101-336-714.500	Fire Retirees Healthcare		3,210.42
592-291-714.500	Public Works Retirees Healthcare		1,296.68

BLUE CARE NETWORK OF MICHIGAN		Invoice Amount:	\$12,746.10
BCN -JUNE 2018 Coverage - Classes 5&6 (spreads		Check Date:	05/23/2018
101-215-714.000	Clerk's Office		598.41
101-265-714.000	Township Hall (Haack)		1,430.19
101-305-714.000	Police Dept.		2,142.31
101-336-714.000	Fire Dept.		1,430.19
101-371-714.010	Building Dept.		2,974.09
226-226-714.000	Solid Waste (Viesel)		1,543.90
592-172-714.000	DPW		2,627.01

BLUE CARE NETWORK OF MICHIGAN		Invoice Amount:	\$79,502.07
JUNE 2018 Coverage Coverage - classes 7 & 8 (s		Check Date:	05/23/2018
101-171-714.000	Supervisor's Office		522.10
101-201-714.000	IT Dept.		1,347.02
101-253-714.000	Treasurer's Dept.		1,247.82
101-305-714.000	Police		17,349.40
101-325-714.000	Dispatch		7,883.72
101-336-714.000	Fire		18,795.62
101-371-714.000	Building		1,347.02
592-291-714.000	Public Works		2,594.84
101-305-714.500	Police - Retirees		9,924.00
101-336-714.500	Fire - Retirees		18,490.53

COMCAST		Invoice Amount:	\$61.94
Monthly Cable and Internet Township Hall -(Xfinit		Check Date:	05/23/2018
101-290-941.000	June 2018 Internet & Cable Twp Hall		61.94

COMCAST		Invoice Amount:	\$104.85
Comcast High Speed Internet Monthly Fee - FS #		Check Date:	05/23/2018
101-336-921.000	High Speed Internet FS #2 - monthly		104.85

COMCAST		Invoice Amount:	\$144.85
Comcast High Speed Internet -June 2018 Port Str		Check Date:	05/23/2018
101-290-941.000	Comcast High Speed Internet Port Street		144.85

COMCAST		Invoice Amount:	\$164.85
Monthly Cable and Internet Township Hall - June		Check Date:	05/23/2018

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

<i>101-290-941.000</i>	<i>Township Hall Cable/Internet service</i>	<i>164.85</i>
------------------------	---	---------------

CONSUMERS ENERGY

Consumers Energy monthly - April 2018

Invoice Amount: \$4,615.18**Check Date: 05/23/2018**

<i>101-171-921.000</i>	<i>Supervisor</i>	<i>252.39</i>
<i>101-201-921.000</i>	<i>Info Services</i>	<i>135.05</i>
<i>101-209-921.000</i>	<i>Assessing</i>	<i>72.24</i>
<i>101-215-921.000</i>	<i>Clerk</i>	<i>219.33</i>
<i>101-253-921.000</i>	<i>Treasurer</i>	<i>91.61</i>
<i>101-305-921.000</i>	<i>Police</i>	<i>724.83</i>
<i>101-325-921.000</i>	<i>Dispatch</i>	<i>150.87</i>
<i>101-336-921.000</i>	<i>Fire</i>	<i>1,041.05</i>
<i>101-371-921.000</i>	<i>Building</i>	<i>158.90</i>
<i>101-371-921.500</i>	<i>Community Development</i>	<i>89.01</i>
<i>101-691-921.000</i>	<i>Park</i>	<i>365.56</i>
<i>226-226-921.000</i>	<i>Solid Waste</i>	<i>20.92</i>
<i>592-172-921.000</i>	<i>DPW</i>	<i>724.23</i>
<i>510-510-737.000</i>	<i>Golf Course</i>	<i>161.08</i>
<i>592-444-745.000</i>	<i>DPW</i>	<i>113.61</i>
<i>588-588-921.000</i>	<i>Friendship Staton</i>	<i>8.62</i>
<i>101-265-854.000</i>	<i>Township Hall</i>	<i>135.01</i>
<i>101-325-921.400</i>	<i>Dispatch - new</i>	<i>150.87</i>

MICH MUN RISK MGT AUTHORITY ECP

Electric Choice - April 2018

Invoice Amount: \$10,707.35**Check Date: 05/23/2018**

<i>101-336-921.000</i>	<i>Electric Choice</i>	<i>1,524.77</i>
<i>592-172-921.000</i>	<i>Electric Choice</i>	<i>676.54</i>
<i>101-171-921.000</i>	<i>Electric Choice</i>	<i>550.75</i>
<i>101-201-921.000</i>	<i>Electric Choice</i>	<i>294.69</i>
<i>101-209-921.000</i>	<i>Electric Choice</i>	<i>157.65</i>
<i>101-215-921.000</i>	<i>Electric Choice</i>	<i>478.62</i>
<i>101-253-921.000</i>	<i>Electric Choice</i>	<i>199.90</i>
<i>101-305-921.000</i>	<i>Electric Choice</i>	<i>1,581.66</i>
<i>101-325-921.000</i>	<i>Electric Choice</i>	<i>329.21</i>
<i>101-325-921.400</i>	<i>Electric Choice</i>	<i>329.21</i>
<i>101-336-921.000</i>	<i>Electric Choice</i>	<i>232.87</i>
<i>101-371-921.000</i>	<i>Electric Choice</i>	<i>346.73</i>
<i>101-371-921.500</i>	<i>Electric Choice</i>	<i>194.23</i>
<i>592-172-921.000</i>	<i>Electric Choice</i>	<i>456.47</i>
<i>592-172-921.000</i>	<i>Electric Choice</i>	<i>1,769.90</i>
<i>101-336-921.000</i>	<i>Electric Choice</i>	<i>450.15</i>
<i>101-691-921.000</i>	<i>Electric Choice</i>	<i>504.45</i>
<i>101-265-921.000</i>	<i>Electric Choice</i>	<i>200.45</i>
<i>588-588-921.000</i>	<i>Electric Choice</i>	<i>12.80</i>
<i>101-100-067.010</i>	<i>Electric Choice</i>	<i>416.30</i>

DELTA DENTAL PLAN OF MI

Delta Dental Plan June 2018 (invoice and spread)

Invoice Amount: \$10,363.19**Check Date: 05/23/2018**

<i>101-171-714.000</i>	<i>Supervisor's Dept</i>	<i>106.63</i>
<i>101-201-714.000</i>	<i>IT Dept.</i>	<i>117.82</i>
<i>101-215-714.000</i>	<i>Clerk's Dept.</i>	<i>224.45</i>
<i>101-253-714.000</i>	<i>Treasurer's Dept.</i>	<i>187.04</i>
<i>101-265-714.000</i>	<i>Township Hall (Haack)</i>	<i>69.22</i>
<i>101-290-714.500</i>	<i>Retiree (various)</i>	<i>495.74</i>
<i>101-305-714.000</i>	<i>Police Dept.</i>	<i>2,223.88</i>
<i>101-305-714.500</i>	<i>Police Dept. Retirees</i>	<i>742.57</i>
<i>101-325-714.000</i>	<i>Dispatch</i>	<i>920.18</i>
<i>101-325-714.500</i>	<i>Dispatch Retiree</i>	<i>69.22</i>

Charter Township of Plymouth AP Invoice Listing - Board Report

TENDOR INFORMATION**INVOICE INFORMATION**

	101-336-714.000	Fire Dept.	1,990.00
	101-336-714.500	Fire Dept. Retirees	1,664.82
	101-371-714.000	Building Dept.	374.08
	101-371-714.500	Building Dept. Retirees	69.22
	101-290-714.000	Assessment fee - state Claims Tax	83.27
	226-226-714.000	Solid Waste Dept.	117.82
	592-291-714.000	DPW - non-clerical	224.45
	592-291-714.500	DPW Dept. Retirees - Non-Clerical	383.51
	592-172-714.000	DPW DEPT - CLERICAL	144.04
	592-172-714.500	DPW DEPT - RETIREE CLERICAL	37.41
	588-588-714.000	SENIOR TRANSPORTATION	117.82
DTE ENERGY		Invoice Amount:	\$39.82
FS # 2 Service- April 2018		Check Date:	05/23/2018
	101-336-921.000	FS #2 Electric Service April 2018	39.82
DTE ENERGY		Invoice Amount:	\$1,173.26
Hilltop Golf Course Clubhouse and Maintenance S		Check Date:	05/23/2018
	510-510-737.000	HTGC Clubhouse & Shed	1,173.26
HONKE, ANITA		Invoice Amount:	\$134.00
Medicare Part B - June 2018		Check Date:	05/23/2018
	101-336-714.000	Medicare Part B June 2018	134.00
I.A.F.F. - LOCAL 1496		Invoice Amount:	\$2,020.00
*AFF -May 2018 Union Dues (individual list attach		Check Date:	05/23/2018
	101-100-232.020	May 2018 Union Dues	2,020.00
KNUPP, LINDA		Invoice Amount:	\$134.00
Medicare Part B June 2018		Check Date:	05/23/2018
	101-336-714.500	MedicarePart B - June 2018	134.00
M E R S		Invoice Amount:	\$99,943.62
MERS -May 2018 Employee AND Employer		Check Date:	05/23/2018
	101-100-231.030	COAM - Employee Contrib.	3,358.33
	101-100-231.030	POAM - Employee Contrib	9,540.87
	101-100-231.020	FIRE - Employee Contrib	8,635.56
	101-100-231.050	DISPATCH - Employee Contrib	3,012.46
	101-305-714.030	COAM - Employer Contrib	10,468.40
	101-305-714.030	POAM - Employer Contrib	22,130.00
	101-336-714.020	FIRE - Employer Contrib	36,931.00
	101-325-714.050	DISPATCH - Employer Contrib	5,867.00
MAAS, CARLAS		Invoice Amount:	\$174.20
Medicare Part B June 2018		Check Date:	05/23/2018
	101-336-714.000	Medicare Part B - June 2018	174.20
JOHN HANCOCK LIFE INSURANCE CO.		Invoice Amount:	\$4,442.57
JOHN HANCOCK EMPLOYEE CONTRIB 5-25-18 (s		Check Date:	05/23/2018
	101-100-231.000	Employee Contribution (EEMBT)(EEVND)	4,442.57
JOHN HANCOCK LIFE INSURANCE CO.		Invoice Amount:	\$16,151.31
JOHN HANCOCK EMPLOYER PEN MATCH 5-25-18		Check Date:	05/23/2018
	588-588-714.010	Friendship Station (Boyce)	230.63
	101-171-714.010	Supervisor's Office	1,515.06
	101-201-714.010	IT Services (Janks)	563.36
	101-215-714.010	Clerk's Office	2,147.82
	101-253-714.010	Treasurer's Office	954.29

Charter Township of Plymouth AP Invoice Listing - Board Report

ENDOR INFORMATION**INVOICE INFORMATION**

101-305-714.010	Police Dept.	286.99
101-325-714.010	Dispatch (Bonadeo)	286.99
101-336-714.020	Fire Dept	3,324.88
101-336-714.010	Fire (Admin) (Jowsey)	249.75
101-371-714.010	Building Dept.	1,486.36
101-265-714.010	Township Hall (Haack)	238.39
592-172-714.010	Public Services (Admin)	761.63
226-226-714.010	Solid Waste (Visel)	299.81
592-291-714.040	DPW	2,463.24
592-291-714.000	DPW (Fellrath & Wallace)	1,342.11

JOHN HANCOCK LIFE INSURANCE CO.

Monthly Premium- May 2018 - Jowsey

101-100-237.000

Monthly Premium-Jowsey, Richard- 5-18

Invoice Amount: \$64.40**Check Date: 05/23/2018**

64.40

NATIONWIDE RET SOL USCM/MIDWEST

Nationwide - Contribs. for payending 5/20/18- spr

101-100-239.000

Contributions for payending 5/20/18

Invoice Amount: \$16,536.02**Check Date: 05/23/2018**

16,536.02

P.O.A.M. - PLYMOUTH TOWNSHIP

POAM Union Deductions -May 2018

101-100-232.010

Bartram, Brad

70.64

101-100-232.040

Berezak, Jennifer

47.00

101-100-232.040

Bulmer, Cassandra M.

52.00

101-100-232.040

Clark, Kristina R.

52.00

101-100-232.010

Coffell, Steven John

70.64

101-100-232.040

Fell, Cynthia

52.00

101-100-232.010

Fetter, Jeffery D.

70.64

101-100-232.010

Fritz, Michael

70.64

101-100-232.010

Hayes, Jason

70.64

101-100-232.010

Hinkle, Michael T.

70.64

101-100-232.010

King, Caitlin E.

70.64

101-100-232.010

McParland, Jeffrey K.

70.64

101-100-232.010

Ripp, Jason R.

70.64

101-100-232.040

Rodriguez, Tracy

47.00

101-100-232.010

Rozum, Charles J.

70.64

101-100-232.010

Schemanske, Jeremy

70.64

101-100-232.040

Smith, Stephanie

47.00

101-100-232.010

Smitherman, Joseph A.

70.64

101-100-232.010

Tidderington, Scott R.

70.64

101-100-232.040

Turley, Melanie A.

47.00

101-100-232.010

Warring, Aaron Thomas

70.64

101-100-232.040

Bosworth Andrea

47.00

101-100-232.010

Maples, Jeffry

70.64

101-100-232.040

Spaulding, Kyle J

52.00

101-100-232.040

Goodwin, Vanessa

47.00

101-100-232.010

Wilder, Christopher

70.64

101-100-232.010

McLean, Joshua

70.64

101-100-232.010

Brothers, Matthew

70.64

101-100-232.010

Burnett, Brian

70.64

101-100-232.040

Richardson, Shannon

52.00

VERIZON WIRELESS

May 2018 Wireless Billing Acct #2 MI DEAL ACCT

592-291-853.000

DPW

397.49

101-201-853.000

Info services wireless devices

0.27

101-336-853.000

Fire wireless devices

200.07

101-691-853.000

Park foreman wireless device iPad

40.01

Invoice Amount: \$851.48**Check Date: 05/23/2018**

Charter Township of Plymouth AP Invoice Listing - Board Report

VENDOR INFORMATION**INVOICE INFORMATION**

<i>588-588-853.000</i>	<i>Friendship Station</i>	<i>110.31</i>
<i>101-325-853.000</i>	<i>Dispatch</i>	<i>51.90</i>
<i>226-226-853.000</i>	<i>Solid Waste - Sarah Visel</i>	<i>51.43</i>

WOW! BUSINESS

Internet Friendship Station Service Charges -May

101-265-854.000
588-588-921.000

Service Charges
Taxes, surcharges & fees

Invoice Amount:	\$17.26
Check Date:	05/23/2018
	<i>16.00</i>
	<i>1.26</i>

Total Amount to be Disbursed:	\$279,873.13
--------------------------------------	---------------------

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

*Count Bonds
5/23/18*

VENDOR INFORMATION

INVOICE INFORMATION

35TH DISTRICT COURT POLICE BOND 5/16/2018	<i>702-100-087.000</i>	<i>6081</i>	Invoice Amount: Check Date:	\$500.00 05/20/2018 <i>500.00</i>
35TH DISTRICT COURT POLICE BOND 5/15/2018	<i>702-100-087.000</i>	<i>6124</i>	Invoice Amount: Check Date:	\$500.00 05/20/2018 <i>250.00</i>
	<i>702-100-087.000</i>	<i>6125</i>		<i>250.00</i>
35TH DISTRICT COURT POLICE BOND 5/18/2018	<i>702-100-087.000</i>	<i>6085</i>	Invoice Amount: Check Date:	\$300.00 05/20/2018 <i>300.00</i>
35TH DISTRICT COURT POLICE BOND 5/17/2018	<i>702-100-087.000</i>	<i>6082</i>	Invoice Amount: Check Date:	\$1,261.00 05/20/2018 <i>461.00</i>
	<i>702-100-087.000</i>	<i>6083</i>		<i>300.00</i>
	<i>702-100-087.000</i>	<i>6084</i>		<i>500.00</i>
35TH DISTRICT COURT POLICE BOND 5/21/2018	<i>702-100-087.000</i>	<i>6086</i>	Invoice Amount: Check Date:	\$200.00 05/20/2018 <i>200.00</i>
35TH DISTRICT COURT POLICE BOND 5/22/2018	<i>702-100-087.000</i>	<i>6087</i>	Invoice Amount: Check Date:	\$200.00 05/20/2018 <i>200.00</i>
			Total Amount to be Disbursed:	\$2,961.00

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JUNE 12, 2018**

ITEM F.1

**PARA Articles of Incorporation
Resolution #2018-06-12-32**



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

MEETING DATE: June 12, 2018

ITEM: Articles of Incorporation for the Plymouth Area Recreational Authority, Resolution #2018-06-12-32

PRESENTER: Supervisor Heise

BACKGROUND: I am requesting your consideration of the Articles of Incorporation for the Plymouth Area Recreational Authority (PARA), in accordance with the Michigan Recreational Authorities Act, 2000 PA 321, MCL 123.1131 (et. seq.).

PROPOSED MOTION: I move to authorize Resolution #2018-06-12-32, approving the Articles of Incorporation for the Plymouth Area Recreational Authority and authorize the Supervisor and Clerk to sign same on behalf of the Charter Township of Plymouth Board of Trustees.

Moved By _____ Seconded By _____

ROLL CALL:

___Vorva___ Curmi,___ Clinton, ___Heitman, ___Doroshewitz, ___Dempsey, ___Heise

CHARTER TOWNSHIP OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

RESOLUTION #2018-06-12-32

ARTICLES OF INCORPORATION FOR THE
PLYMOUTH AREA RECREATIONAL AUTHORITY (PARA)

WHEREAS, the Charter Township of Plymouth Board of Trustees held a regular meeting on Tuesday, June 12, 2018 at 7:00 pm at the administrative offices located at 9955 N Haggerty Road, Plymouth, MI 48170 to consider the adoption of the Articles of Incorporation for the Plymouth Area Recreational Authority (PARA) and,

WHEREAS, this Authority is established in accordance with the Recreational Authorities Act, 2000 PA 321, MCL 123.1131, et sec ("Act 321") the participating municipalities for which are the City and the Township, and

WHEREAS, the proposed Articles of Incorporation have been published in their entirety in a newspaper of general circulation prior to the adoption of same, and,

WHEREAS, the Articles of Incorporation include all of the language specific to this Authority,

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Charter Township of Plymouth hereby authorizes Resolution #2018-06-12-32, approving the Articles of Incorporation for the Plymouth Area Recreational Authority (PARA) and authorizes the Supervisor and Clerk to sign same on behalf of the Charter Township of Plymouth Board of Trustees.

Moved by: _____ Supported by: _____

Roll Call:

____ Curmi, ____ Vorva, ____ Heise, ____ Clinton, ____ Heitman, ____ Doroshewitz, ____ Dempsey

Jerry W Vorva, Plymouth Township Clerk

I, Jerry Vorva, Clerk of the Charter Township of Plymouth, hereby attest that this is a true and complete copy of a resolution offered to and _____ by the Charter Township of Plymouth Board of Trustees on a regularly scheduled meeting on Tuesday, June 12, 2018.

**ARTICLES OF INCORPORATION FOR THE
PLYMOUTH AREA RECREATIONAL AUTHORITY**

These articles of incorporation for the Plymouth Area Recreational Authority ("PARA") are adopted by the City of Plymouth, a Michigan home rule city whose administrative offices are located at 201 S. Main St., Plymouth, MI 48179 (the "City"), and the Charter Township of Plymouth, a Michigan charter township whose administrative offices are located at 9955 N. Haggerty Rd., Plymouth, MI 48170 (the "Township"), to take effect as of _____, 2018.

ARTICLE I
CREATION

1.1 Creation. There is established the Plymouth Area Recreational Authority ("PARA") in accordance with the Recreational Authorities Act, 2000 PA 321, MCL 123.1131, *et sec.* ("Act 321"), the participating municipalities for which are the City and the Township and which shall be a public body corporate.

1.2 Purpose. PARA is established for the following purpose: to acquire, construct, operate, maintain, and improve the Plymouth Arts and Recreation Complex located at 650 Church Street in the City of Plymouth (the "PARC Property") as an arts and recreation complex serving residents of the City and the Township as authorized under Act 321.

1.3 Territory. The territory of PARA is the combined jurisdictional limits of the City and the Township.

1.4 Board.

(a) PARA shall be initially governed by a seven member appointed Board of Directors (Board). The Mayor of the City with the consent of the City Commission shall appoint three (3) Board members. The Township Supervisor with the consent of the Township Board shall also appoint four (4) Board members. The appointed board shall serve until midnight, December 31, 2020. Board members shall be residents of and registered voters in their respective communities.

(1) A vacancy prior to the expiration of a term shall occur upon any of the following: (i) the death of the incumbent; (ii) the incumbent's resignation; (iii) the incumbent's removal from office; (iv) the incumbent's ceasing to reside within the jurisdictional limits of the appointing entity (v) the incumbent's conviction of any infamous crime or the incumbent's offense involving a violation of the incumbent's oath of office; (vi) the decision of a court or other competent tribunal, declaring void the incumbent's appointment; or (vii) the incumbent's refusal or neglect to take the oath of office, or to give or renew any official bond, or to deposit such oath or bond, in the manner and within the time prescribed by law.

(2) An appointed board member may be removed by the appointing body for good cause shown after a public hearing.

(3) A vacancy on the board shall be filled in the same manner and by the same persons and body as the original appointment. Those appointed to fill a vacancy created prior to the expiration of a term shall serve until the completion of the unexpired term.

(b) At its first meeting, the board shall elect a chairperson, secretary, treasurer, and any other officers it considers necessary. Officers shall be elected by the board annually at the first meeting following January 1 of each year.

(1) The chairperson shall at all times be a resident of the Charter Township of Plymouth, and shall preside at all meetings of the board and shall have all privileges and duties of a board member, including the right to vote on all matters. The chairperson shall be elected by a majority of the board, annually, from the board's membership.

(2) The secretary shall keep or cause to be made all reports, records, and minutes required by these articles of incorporation or applicable law.

(3) The treasurer shall keep or cause to be made all appropriate financial records and reports required by these articles of incorporation or applicable law.

(c) Members of the board shall serve without compensation.

(d) Three (3) Board members shall be elected by City voters, and four (4) elected by Township voters at the November 2020 municipal election. Those members elected shall have their terms commence on January 1, 2021. Those members elected shall serve for a period of four (4) years. A vacancy on the elected board shall be filled by the City Commission or Township Board, upon recommendation of the Mayor and Supervisor, respectively, depending on where the vacancy occurred. Those appointed to fill a vacancy created prior to the expiration of a term shall serve until the completion of the unexpired term.

1.5 Meetings.

(a) The board shall meet at least quarterly and shall annually establish a meeting schedule which shall be posted at the offices of the City and the Township in the manner and time provided by law.

(b) All business of the board shall be conducted at public meetings held in compliance with the Open Meetings Act, 1976 PA 267, and all records of PARA shall be made available in compliance with the Freedom of Information Act, 1976 PA 442, as amended.

(c) Special board meetings may be called by the chairperson or any two board members. All members shall be notified in writing at least 18 hours prior to a special meeting.

1.6 Voting.

(a) A majority of board members shall constitute a quorum.

(b) Official action may be taken upon the vote of a majority of a quorum of the board members present, unless the board adopts bylaws requiring a larger number.

1.7 Minutes.

(a) Minutes of all board meetings shall be prepared and approved as required by law, including the Open Meetings Act, 1976 PA 267. Copies of minutes shall be sent or delivered to the City and the Township as soon as reasonably possible following a board meeting.

(b) Minutes and other public records shall be kept and made available from either the City or the Township in accordance with the Freedom of Information Act, 1976 PA 442.

1.8 Bylaws. The board shall adopt procedural bylaws for the conduct of its meetings.

ARTICLE II OPERATIONAL REQUIREMENTS

2.1 Powers. PARA may do one or more of the following:

(a) Acquire and hold, by purchase, lease with or without option to purchase, grant, gift, devise, land contract, installment purchase contract, bequest, or other legal means, the PARC Property and any other real and personal property to be used in or beneficial to the operation of the Plymouth Arts and Recreation Complex. The property may include franchises, easements, or rights of way on, under, or above any property. PARA may pay for the property, or pledge for the payment of the property, from revenue of PARA.

(b) Apply for and accept grants or contributions from individuals, the federal government or any of its agencies, the State of Michigan, a municipality, or other public or private agencies to be used for any of the purposes of PARA.

(c) Hire full-time and/or part-time employees and retain professional services.

- (d) Provide for the maintenance of all of the real and personal property of PARA.
- (e) Assess and collect fees for services provided by and expenses incurred by PARA.
- (f) Receive revenue as appropriated by the legislature of this state, the City, the Township, or any subsequent participating municipality.
- (g) Enter into contracts incidental to or necessary for the accomplishment of the purposes of PARA.
- (h) Exercise such other powers as may from time to time be authorized by Act 321.

2.2 Function. PARA shall operate, maintain, repair, replace, and improve property and facilities under its control, and plan, implement, oversee, and control recreational programs and recreational services in accordance with the direction of the board and within its budget. PARA may accomplish these functions by entering into a renewable concession agreement not to exceed 20 years with Plymouth P.A.R.C., Inc., a 501(c)(3) nonprofit corporation doing business as Plymouth Arts and Recreation Complex ("Plymouth PARC"), as concessionaire, pursuant to which Plymouth PARC shall operate, maintain, repair, replace, and improve property and facilities for the PARC Property and any other property ancillary and related thereto acquired by PARA, and plan, implement, oversee, and control recreational programs and recreational services, subject to the terms and conditions to be set forth in such concession agreement.

2.3 Termination. In the event PARC does not fulfill its obligations as specified in the concession agreement, the Board reserves the right to terminate PARC's concession agreement and seek a replacement concession agreement with an alternative vendor consistent with the objectives of Section 2.2.

2.4 Preferences. PARA may offer discounts and other preferences to residents of the City and Township, as provided in Section 12 of Act 321.

ARTICLE III FINANCING AND INSURANCE

3.1 Fiscal Year. The fiscal year of PARA shall be from January 1 to December 31.

3.2 Annual Budget.

(a) The board shall prepare an annual budget for PARA operations in accordance with sections 14-19 of the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.434 to 141.439 (the "UBAA"). The proposed budget shall be submitted to the City, the Township, and any subsequent municipal members for review. The City, the Township, and any subsequent municipal member may recommend adjustments to their own designated board representative(s), but shall not amend, reject, or approve the submitted budget. PARA board's approval of the budget shall require the approval of a simple majority of a quorum of the Board.

(b) The board shall not expend funds in excess of its approved budget or in excess of any PARA funds on hand. No funds of the City, the Township, or any subsequent municipal member (except for contributions made to PARA by any of those entities) shall be committed or expended, except as appropriated by its governing body.

(c) PARA funds may be invested as provided by section 1 of 1943 PA 20, MCL 129.91.

(d) The board shall obtain an annual audit of PARA in the manner provided by sections 6 to 13 of the UBAA, MCL 141.426 to 141.433, and Section 27 of Act 321.

3.3 Authority to Tax

(a) PARA shall have the authority to levy a tax of not more than .75 mills for not more than 20 years, renewable after 20 years, on all of the taxable property within the territory of PARA for the purposes of acquiring, constructing, operating, maintaining, and improving the PARC Property. PARA may levy the tax only upon the approval of a majority of the electors in each of the participating municipalities

of PARA voting on the tax at the November 6, 2018 general election. The proposal for a tax shall be submitted to a vote of the electors of the City and Township by resolution of the PARA board.

(b) A ballot proposal for a tax shall state the amount and duration of the millage and the purposes for which the millage may be used. A proposal for a tax shall not be placed on the ballot unless the proposal is adopted by a resolution of the board and certified by the board not later than 60 days before the election or such longer period as may be required by state law to the Wayne County clerk for inclusion on the November 6, 2018 ballot.

(c) If a majority of the electors in each of the participating municipalities of the authority voting on the question of a tax approve the proposal as provided under subsection (a), the tax levy is authorized.

(d) The proceeds of a tax levied pursuant to this section 3.3 shall only be used by PARA for the purposes described in this section and shall not be used by PARA for any purpose prohibited by under Section 11(4) of Act 321.

3.4 Annual Budget Funding Obligations. Funding for PARA shall be through the following:

(a) Such funds as are appropriated by the City and the Township in accordance with the terms and conditions of this Agreement; and

(b) Such other funds as may be available to the board, including gifts and grants from public or private entities or individuals, or activity and program fees.

(c) A tax levy as provided in Act 321 and these articles of incorporation.

3.5 Insurance.

(a) The board shall secure and maintain insurance with such terms, coverages, and amounts as are in the discretion of the board needed to cover PARA's property, the operations of PARA, the staff employed by PARA, PARA's indemnification obligations, and such other items as may, in the board's discretion be important to insure; provided that the board may require Plymouth PARC to secure and maintain insurance to cover the PARC Property in lieu of obtaining such insurance. Proof of such insurance shall be furnished to the City and the Township upon request.

(b) The cost of such insurance shall be paid by PARA as part of its annual budget.

**ARTICLE IV
AMENDMENT, DISSOLUTION**

4.1 Amendment. These articles of incorporation may be amended by an affirmative vote of a majority of the members serving on the governing bodies of the City and Township.

4.2 Dissolution.

(a) Provided there is no outstanding debt or contractual obligations of PARA, it may be dissolved by approval of dissolving resolutions adopted by the governing bodies of the City and Township. If there is outstanding debt or contractual obligations, dissolution can occur only upon meeting the terms and conditions of such debt or contracts. Neither the City nor Township may withdraw from PARA during the period in which PARA has been authorized to levy a tax by the electors of PARA.

(b) Upon the dissolution, property held or used by PARA shall be allocated and distributed in accordance with the following:

(1) All property, of any nature, which is titled to or otherwise owned by the City, the Township, or any other party, shall remain the property of that person or entity.

(2) All monies and funds, from whatever source, which are the property of PARA shall be distributed between the City and the Township in accordance with the most recent contribution

percentages, after deducting any expenses associated with the dissolution of the board and PARA.

(3) All property, other than that otherwise provided for in subsections 4.2(b)(1) and (2) above, shall be divided by agreement between the City and the Township in accordance with the formula described in subsection (2). If the parties do not agree on the value attributed to the items of property, the property may be divided by a legally recognized form of arbitration, as assigned by the Board. If the parties do not choose arbitration, and cannot agree on how to distribute the property between them, then the property shall be disposed of by the Board at public auction. All revenues received as a result of any auction shall be distributed in accordance with the formula set forth in subsection (2) above, except that administrative expenses associated with the auction shall also be deducted prior to any distribution.

(c) Should the November 6, 2018 millage election referenced in Section 3.3 be rejected by the voters of either the City or Township as provided in Section 3.3, this agreement is immediately null and void upon final certification of the election results by both the City and Township, and the Board as outlined in Section 1.4 is immediately disbanded without recourse by the PARA Board and/or PARC.

The incorporating parties have signed these articles of incorporation as of the date first above written. They were published in The Eagle, a newspaper of general circulation in the City and Township on June 7, 2018.

THE CITY OF PLYMOUTH

By:
Oliver Wolcott, Mayor

By:
Maureen Brodie, City Clerk

Resolution adopted _____, 2018

THE CHARTER TOWNSHIP OF PLYMOUTH

By:
Kurt L. Heise, Supervisor

By:
Jerry Vorva, Township Clerk

Resolution adopted _____, 2018

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JUNE 12, 2018**

**ITEM F.2
Five Mile Property Purchase
Agreement
Resolution #2018-06-12-33**



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

MEETING DATE: June 12, 2018

ITEM: Purchase Agreement with Hillside Realty Investments, LLC for Property at Five Mile and Ridge Roads

PRESENTER: Supervisor Heise

BACKGROUND: I am requesting your approval of the attached Purchase Agreement with Hillside Realty Investments, LLC for Property at Five Mile and Ridge Roads in the amount of \$3,550,000. As we have discussed previously, this property is governed by a Consent Agreement between the Township and the Wayne County Treasurer. Under the Agreement, proceeds of the sale will go to Wayne County, minus \$741,150.00 for the Township. The County Treasurer has also agreed to deduct \$1,014,132.00 from the sale proceeds for the construction of needed water main installations that will service the site, which will be held in escrow by the Township.

PROPOSED MOTION: I move that the Board of Trustees approve the Purchase Agreement with Hillside Realty Investments, LLC for Property at Five Mile and Ridge Roads, and authorize the Supervisor and Clerk to sign same.

Moved By _____ Seconded By _____

ROLL CALL:

___Vorva___ Curmi, ___ Clinton, ___Heitman, ___Doroshewitz, ___Dempsey, ___Heise

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

RESOLUTION #2018-06-12-33

**PURCHASE AGREEMENT WITH HILLSIDE REALTY INVESTMENTS, LLC FOR PROPERTY AT
FIVE MILE AND RIDGE ROADS**

WHEREAS, the Charter Township of Plymouth Board of Trustees held a regular meeting on Tuesday, June 12, 2018 at 7:00 pm at the administrative offices located at 9955 N Haggerty Road, Plymouth, MI 48170 to consider a purchase agreement for the property located at Five Mile and Ridge Road

WHEREAS, this Property is governed by a Consent Agreement between the Charter Township of Plymouth and the Wayne County Treasurer, the content of which stipulates that the proceeds of the sale of the property will go to Wayne County, minus \$741,150.00 payable to Plymouth Township, and,

WHEREAS, the County Treasurer has agreed to deduct \$1,014,132.00 from the sale proceeds for the future construction of needed water main installations that will service the site, with those funds being held in escrow by Plymouth Township,

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Charter Township of Plymouth hereby authorizes Resolution #2018-06-12-33, approving the Purchase Agreement with Hillside Realty Investments, LLC, for Property at Five Mile and Ridge Roads, and hereby authorizes the Township Supervisor and Township Clerk to sign same on behalf of the Charter Township of Plymouth.

Moved by: _____ Supported by: _____

Roll Call:

____ Curmi, ____ Vorva, ____ Heise, ____ Clinton, ____ Heitman, ____ Doroshewitz, ____ Dempsey

Jerry W Vorva, Plymouth Township Clerk

I, Jerry Vorva, Clerk of the Charter Township of Plymouth, hereby attest that this is a true and complete copy of a resolution offered to and _____ by the Charter Township of Plymouth Board of Trustees on a regularly scheduled meeting on Tuesday, June 12, 2018.

Purchase Agreement

THIS PURCHASE AGREEMENT ("Agreement") is made between the **Charter Township of Plymouth**, a Michigan charter township formed pursuant to Act 359 of 1947, located in Wayne County, Michigan ("Seller"), and **Hillside Realty Investments LLC**, a Michigan limited liability company ("Purchaser"). Purchaser has the right to assign this Agreement to an affiliate of Purchaser as provided in Section 13.

1. **Sale and Purchase:** Seller agrees to sell, and the Purchaser agrees to purchase, the real estate comprising of 133.12 total acres of vacant land currently zoned industrial, of which approximately 71 acres are buildable, located at the Southwest intersection of Five Mile and Ridge Roads, Plymouth Township, Michigan, Parcel ID 78-001-99-0001-000, legally described in Exhibit A ("Property"), upon the terms and conditions set forth in this Agreement.
2. **Purchase Price/Cash Sale:** The purchase price for the Property is \$3,550,000.00 ("Purchase Price"). Seller and Purchaser agree the Purchase Price reflects the fair market value of the Property assuming the Property comprises at least 70 acres of buildable land, which amounts to \$50,714.29 per buildable acre. If, through due diligence, Purchaser determines the Property does not comprise at least 70 acres of buildable land, then Purchaser may reduce the Purchase Price commensurate with the actual number of buildable acres which comprise the Property, which reduction will be agreed to by Seller and Purchaser pursuant to a signed addendum to this Agreement. By way of example, if the Property is comprised of 65 buildable acres, then the adjusted Purchase Price would be \$3,296,428.80 (65 acres x \$50,714.29 per acre). The Purchase Price shall be paid at Closing (hereinafter defined) by a wire transfer of federal funds immediately available in Plymouth, Michigan.
3. **Deposit:** Within 3 business days after the Effective Date (as defined below) of this Agreement, Purchaser shall deposit \$50,000.00 ("Initial Deposit") with Title Connect LLC, 28470 W. 13 Mile Road, Suite 235, Farmington Hills, MI 48334, Attention: Jeffrey Gunsberg; Email: jgunsberg@title-connect.com (Tel: 248-642-3256; Fax: 248-642-0935) ("Title Company"); and if Purchaser exercises its Due Diligence Extension Option (hereinafter defined), Purchaser will deposit \$25,000 for each Option ("Option Deposit") with Title Company; and upon providing a Notice to Proceed (hereinafter defined) to Seller, Purchaser shall deposit an additional \$100,000.00 ("Notice to Proceed Deposit") with Title Company. The Initial Deposit, Option Deposit (if applicable) and Notice to Proceed Deposit may be individually or collectively referred to as the "Deposit" in this Agreement, and shall be applied toward the Purchase Price, or as otherwise provided herein. Except as otherwise provided herein, the Deposit shall become non-refundable at the time the Notice to Proceed Deposit is tendered by Purchaser.
4. **Due Diligence:** Purchaser shall have the right to conduct a due diligence review of the Property as follows:
 - A. The term "Due Diligence Period" shall mean the 120-day period following certified delivery by Seller and certified receipt by Purchaser of all of Seller's Deliverables set forth in paragraph 5.A and 5.B of this Agreement, within which to investigate all aspects of the Property. "Certified" shall mean a written acknowledgment and notice of an act by the certifying party. At any time prior to the expiration of the Due Diligence Period (as it may be extended), Purchaser may elect to extend the Due Diligence Period for up to two

additional periods of 60 days each, for a total of an additional 120 days, by delivering written notice of that election to extend to Seller (the "Extension Notice"). For an Extension Notice to be effective, a copy shall be provided to Title Company along with an additional Deposit of \$25,000, as set forth in paragraph 3 above.

- B. At any time before the expiration of the Due Diligence Period (as it may be extended in accordance with Section 4.A), Purchaser may provide to Seller a written notice (the "Notice to Proceed") pursuant to which the Due Diligence Period shall end and Purchaser shall be deemed to be satisfied with the condition of the Property and all contingencies of this Agreement shall be deemed satisfied. If Purchaser elects to give Seller a Notice to Proceed, then with its Notice to Proceed, Purchaser shall deposit the Notice to Proceed Deposit with the Title Company. If Purchaser fails to give Seller a Notice to Proceed and deposit the Notice to Proceed Deposit with Title Company before the expiration of the Due Diligence Period, then this Agreement shall terminate and the Deposit shall be immediately refunded to Purchaser.
- C. Purchaser shall be solely responsible (i) to obtain inspection reports by qualified professionals on all aspects of the Property, (ii) to inspect and test the Property for the presence of any toxic, or hazardous substances affecting the Property, (iii) to review the condition of title and of any encumbrances to the Property, and its applicable zoning, (iv) to review surveys provided in accordance with paragraph 5 herein and obtain a new survey to confirm the location of property lines, the existence of any encroachments, the location and suitability of any easements benefiting or burdening the Property, and any other matters pertaining to title and survey matters, (v) to determine the availability of necessary utilities, (vi) to investigate all buildability issues such as soil conditions, wetlands, the availability of any necessary governmental approvals including, without limitation, any site plan or special land use approvals, (vii) to review all other factors regarding the status, value, characteristics and all physical and financial aspects of the condition of the Property and its use and/or development for Purchaser's intended use, and (viii) to review the Title Commitment defined in paragraph 5 herein and inspect title to the Property (collectively "Inspections"). Purchaser will indemnify and protect, defend and hold Seller and Seller's elected officials, appointed officials, employees, representatives, consultants, agents and attorneys harmless, from and against any and all claims, liens, losses, damages, liabilities, costs, injuries, attorney's fees and expenses that may be suffered by or asserted against Seller, or any representative of Seller, or the Property, including any injury to Purchaser or any other persons, that are attributable to any negligence, or willful act, omission or neglect of Purchaser in connection with its inspection of the Property. If Purchaser does not acquire the Property, Purchaser will restore the Property to its condition existing prior to the making of such Inspections at Purchaser's sole cost and expense. This indemnification provision shall survive Closing and/or termination of this Agreement.

5. Seller's Deliverables:

- A. Within three (3) business days after the Effective Date of this Agreement, Seller shall deliver to Purchaser copies of any other wetland studies, land reviews, proposed site plans, surveys or any other reviews or assessments relating to the Property which are in Seller's possession, including but not limited to, existing plans, certified architectural/engineering surveys

including soil studies and environmental reports, zoning reports and other zoning information, access to and all information relating to utilities and infrastructure, evidence that the Property qualifies for and is included in the Michigan Brownfield Redevelopment Program, all tax and development benefits associated with the Property resulting from the Michigan Brownfield Redevelopment Program, and an environmental questionnaire signed by Seller in a form provided by Purchaser disclosing all known environmental condition of the Property.

- B. Within three (3) business days after the Effective Date of this Agreement, Seller shall order a commitment for an ALTA owner's title insurance policy issued by the Title Company without exceptions, including standard exceptions, in the amount of the Purchase Price, naming Purchaser as insured (the "Title Commitment"). Seller shall promptly provide Purchaser with a copy of the Title Commitment (together with the exception documents identified on Schedule B-II of the Title Commitment), upon receipt from the Title Company. Seller shall endeavor to deliver the Title Commitment to Purchaser within fifteen (15) days after the Effective Date.
 - C. Prior to the expiration of the Due Diligence Period, Seller shall provide evidence the Property has been designated as an Industrial Development District ("IDD") under PA 198 of 1974, with approval by the Property Services Division and the Michigan Economic Development Corporations.
6. **Closing:** The consummation of the transaction described in this Agreement (the "Closing") shall take place no later than 30 days after Purchaser's issuance of a Notice to Proceed, at the Title Company, by the payment by the Purchaser to the Seller of the balance of the Purchase Price plus or minus the closing adjustments and pro-rations as provided herein, and the execution and delivery by the Seller to the Purchaser of a warranty deed conveying the Property to Purchaser subject to such state of facts as disclosed in the Commitment, all applicable zoning ordinances and other governmental requirements, real estate taxes not yet due and payable, and subject to any matters that would be shown by an accurate survey (all such items are collectively referred to as "Permitted Exceptions"). At Closing, Seller will pay the state and local transfer taxes, the title insurance premium for an owner's policy, and Purchaser will pay the cost of any endorsements to the owner's policy it requests, all recording charges, other than the cost of recording discharges of liens required by the Title Company shall be borne by the Seller, and the parties shall equally share the cost of the fees charged by the Title Company for preparing and conducting the Closing.
7. **Deed/Closing Mechanics:** At the Closing of the transaction, Seller will deliver to Purchaser (and the Purchaser will countersign as appropriate) the following items:
- A. A "marked-up" Commitment provided by the Title Company, and Seller will direct the Title Company to thereafter issue an Owner's ALTA Policy of Title Insurance as required hereunder.
 - B. A warranty deed in the form attached as Exhibit B, subject to the Permitted Exceptions.
 - C. A closing statement that sets forth all of the usual and customary credits, prorations and expenses to be adjusted between the parties at Closing and as provided for herein.

- D. Such documents necessary to allow Purchaser to comply with Section 1445 of the Internal Revenue Code regarding tax withholding on the sale of U.S. real property by a foreign person.
- E. Seller and Purchaser shall deliver, and countersign as appropriate, such other instruments and documents reasonably required or contemplated to be delivered by either party under the terms of this Agreement, or as may be required by the Title Company, whether or not expressly set forth in this Section.

8. **As-Is:** Purchaser acknowledges that it is solely responsible for conducting, and has been given an adequate opportunity to conduct all investigations (above and below ground) it deems necessary to determine whether the Property contains, or is subject to, any toxic or hazardous waste or materials, is in satisfactory condition, is subject to any adverse financial, physical, or environmental conditions, contains adequate soil support and structural conditions, is in compliance with all applicable governmental ordinances or regulations, and is suitable for Purchaser's intended use. Purchaser acknowledges that, except as specifically set forth in this Agreement, neither Seller nor elected officials, appointed officials, employees, representatives, consultants, agents and attorneys have made any representations or warranties regarding the condition or status of the Property, and Purchaser is relying strictly on the results of its own investigations in determining to acquire the Property. Purchaser acknowledges that it is relying solely on its own expertise and independent due diligence investigation and that of Purchaser's consultants, in purchasing the Property and, except as expressly set forth in this Agreement, Seller is not liable for, or bound by, any statements, representations, or information pertaining to the Property made or furnished by Seller or any of its brokers, agents, or any other party representing or purporting to represent Seller; provided, however, Seller shall be responsible for completion of the following Off-Site Infrastructure Improvements required for Purchaser's development of the Property as a business park as set forth in a resolution reached between Purchaser and Seller: (i) Sanitary sewer with adequate capacity and at an appropriate depth to service a 70+ acre business park development, with one connection point for the Property; and (ii) Wayne County has agreed that one million fourteen thousand one hundred thirty-two dollars (\$1,014,132.00) of the Purchase Price may be used to fund, among other Infrastructure Improvement, the construction of a water main extended to the Property with pressures suitable for a 70+ acre business park development, which amount shall be held in escrow by and shall be under the exclusive control of Seller after Closing (collectively, the "Infrastructure Improvements"). Purchaser acknowledges that all interior water and sewer systems are solely the responsibility of Purchaser, and that Seller will not install water and sewer facilities to each individual parcel within the Property. THE PROPERTY CONVEYED HEREBY IS SOLD IN ITS "AS IS", "WHERE IS" CONDITION, "WITH ALL FAULTS" ASSUMED BY PURCHASER, WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN.

9. **Default:** In the event of a default by Purchaser, the Seller may, as its exclusive remedy, terminate this Agreement, and retain the Deposit as liquidated damages, and not as a penalty. In the event of a default by Seller, the Purchaser may, as its exclusive remedy, (i) terminate this Agreement by written notice to Seller in which event Purchaser will be entitled to an immediate refund of the Deposit even if such Deposit has been deemed nonrefundable pursuant to paragraph 3, or (ii) Purchaser may seek specific performance by filing suit within 60 days after such claimed default, but Purchaser shall not

be entitled to any damages. Neither Seller nor Purchaser will avail itself of any remedies of the foregoing based upon an alleged default of the other party unless and until written notice of the alleged default, in reasonable detail, has been delivered to the defaulting party by the non-defaulting party, and the alleged default has not been fully cured on or before 5:00 p.m. on the third business day following delivery of said notice of default; provided that Seller is not required to provide any notice or cure opportunity for Purchaser's failure to close on the Closing Date.

10. **Prorations and Adjustments:** All real estate taxes affecting the Property that are due and payable prior to Closing will be paid by Seller, and all such taxes which are due on or after the date of Closing will be paid by Purchaser. In the event any governmental assessments are assessed against the Property that are payable in installments, Seller will pay all installments due prior to the date of Closing and Purchaser will pay all installments due on or after the date of Closing. Current real estate taxes and governmental assessments, will be prorated as of Closing on a due date (paid-in-advance) basis of the municipality in which the Property is located in accordance with local custom (and the provisions of Michigan Public Acts 80 and 279 of 1994 shall not apply for these proration purposes). Any industrial park association fees for such billing year of which the Closing occurs shall also be prorated.
11. **Seller's Representations:** Seller represents and warrants to Purchaser, as follows:
 - A. Seller is fully authorized to sell the Property as set forth herein and has not entered into any agreement, oral or written, and is not subject to any judgment or decree of any court or tribunal which would limit or restrict the Seller's right to enter into this Agreement and to fulfill its obligations hereunder.
 - B. Seller has no written notice of any claims, lawsuits, actions, investigations or other proceedings pending or threatened, which would adversely affect this Agreement, and/or Seller's ability to close this transaction as herein provided.
 - C. All requisite action has been taken by Seller in connection with entering into this Agreement, and the consummation of the transactions contemplated by this Agreement; and the individual(s) executing this Agreement and all related documents have the legal power, right, and actual authority to bind Seller to the terms and conditions of those documents.
 - D. Seller has no actual or constructive knowledge of any adverse condition which would prohibit Purchaser's development of the Property as a light industrial hi-tech business park.
 - E. Seller shall cooperate with and assist Purchaser in entitlement to and requisite permission to complete the Post-Closing Escrow infrastructure items set forth in paragraph 8.
 - F. Purchaser acknowledges that Seller is selling the Property according to the terms of a "Release and Settlement Agreement" between Seller and the Wayne County Treasurer dated September 7, 2016. Such Release and Settlement Agreement is attached as Exhibit C. Nothing herein shall grant Wayne County status as either a party to this Agreement or as a third party beneficiary to this Agreement.

The above representations shall survive Closing.

12. **Purchaser's Representations:** Purchaser represents and warrants to Seller, as follows:

- A. Purchaser has the legal power, authority, and financial ability to enter into this Agreement and to consummate the transactions contemplated by this Agreement.
- B. All requisite action has been taken by Purchaser in connection with entering into this Agreement, and the consummation of the transactions contemplated by this Agreement; and the individual(s) executing this Agreement and all related documents have the legal power, right, and actual authority to bind Purchaser to the terms and conditions of those documents.
- C. Purchaser will pursue development of a business park consistent with the concept plan attached as Exhibit D with maximum acreage usage. Further, Purchaser will consult with Seller during the Due Diligence Period to reach a written agreement on passive items that it will provide in the linear park which is part of the concept plan.

The above representations shall survive Closing.

- 13. **Assignment:** Purchaser may not assign its rights hereunder without Seller's prior written consent, however, Seller's consent shall not be required for Purchaser's assignment to any entity commonly controlled with the undersigned, provided written notice of such assignment is delivered to Seller and the Title Company at least five (5) business days prior to Closing, and so long as Purchaser remains jointly and severally liable hereunder.
- 14. **Broker:** The parties acknowledge that no broker has been involved in this transaction, other than Signature Associates, whose commission shall be paid by Seller. Purchaser will indemnify Seller from any claims made by any other broker or finder with whom the Purchaser is alleged to have dealt.
- 15. **Notices:** All notices to a Party required or permitted hereunder may be given by overnight delivery, or by certified mail, return receipt requested, or by facsimile, email or hand delivered, at the address set forth below, and will be deemed effective two days after mailing and/or upon verification that the overnight delivery, facsimile, email or hand delivery was received.

If to Purchaser:

Hillside Realty Investments LLC
Attn: Jason B. Biber
47075 Five Mile Rd.
Plymouth, MI 48170
Email: jbbiber@hillside-investments.com
Facsimile: 734.667.1313

With a copy to:

Kelly A. Myers, Esq.
Myers & Myers, PLLC
915 N. Michigan Avenue, Suite 200
Howell, MI 48843
Email: kmyers@myers2law.com
Facsimile: 517.540.1701

If to Seller:

Charter Township of Plymouth

Attn: _____

9955 Haggerty Road

Plymouth, MI 48170

Email: _____

Facsimile: _____

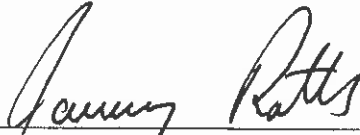
16. **Miscellaneous:** Any references to the "date of this Agreement" ("Effective Date") means the date on which both the Seller and Purchaser have signed this Agreement. All notices to a Party required or permitted hereunder may be given by overnight delivery, certified mail, return receipt requested, or by facsimile, email or hand delivered, at the address set forth on the signature page hereof, and will be deemed effective two days after mailing and/or upon verification that the overnight delivery, facsimile, email or hand delivery was received. The Agreement may not be amended except by a written agreement signed by the party to be bound. This Agreement represents the entire agreement between the parties and supersedes and replaces all prior agreements or understandings. The parties acknowledge that they or their attorneys have participated, or have been given the opportunity to have their attorney or consultants participate, in the preparation of this Agreement and agree that its provisions will be construed without prejudice to the party who actually memorialized this document in its final form. In the event of any casualty to the Property prior to the Closing Purchaser will have the option to take the proceeds of insurance, requiring Seller to proceed with the transaction, , or declare the transaction to be terminated and the Deposit will be promptly refunded to Purchaser. In the event the Property is subject to a condemnation or similar proceedings prior to Closing, then Purchaser may terminate this Agreement upon written notice to Seller. In the event the Agreement is not terminated as herein provided, the transaction will close in accordance with the terms of this Agreement and Seller will assign to Purchaser all rights to the condemnation award. Any condemnation proceeds received by the Seller prior to the Closing shall be credited against the Purchase Price and any surplus award or funds delivered to Purchaser. This Agreement will not confer any rights or remedies upon any third party other than the Seller and Purchaser. This Agreement will be interpreted and enforced according to the laws of the State of Michigan. Time is of the essence with respect to performance required under this Agreement. If the date upon which any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or legal holiday, in such event such period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. This Agreement may be executed in counterparts with the counterparts, when taken together, constituting an original document. This Agreement may be signed by facsimile or email scanned signatures, and if so signed, (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

Signatures on Following Page

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by the duly authorized officer(s) on the date set forth opposite its name.

PURCHASER:
Hillside Realty Investments, LLC

SELLER:
Charter Township of Plymouth



By: Jaimey Roth
Its: Member

By:
Its:

Dated: June 6, 2018

Dated: June __, 2018

Exhibit A

Legal Description

A PARCEL OF LAND IN TOWNSHIP OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING EASTERLY OF JOHNSON CREEK IN THE NORTH ¼ OF SECTION 19, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, AND BEING MORE SPECIFICALLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 05'01" WEST 2652.31 FEET ALONG THE EAST LINE OF SAID SECTION 19 AND THE CENTERLINE OF RIDGE ROAD TO THE EAST AND WEST ¼ LINE OF SAID SECTION 19; THENCE SOUTH 88 DEGREES 36'35" WEST 2958.82 FEET ALONG THE EAST AND WEST ¼ LINE TO AN INTERMEDIATE TRAVERSE LINE OF THE CENTERLINE OF JOHNSON CREEK; THENCE NORTH 25 DEGREES 39'34" EAST 1892.40 FEET ALONG THE INTERMEDIATE TRAVERSE LINE OF JOHNSON CREEK; THENCE NORTH 38 DEGREES 58'31" EAST 1499.20 FEET ALONG THE INTERMEDIATE TRAVERSE LINE OF JOHNSON CREEK TO THE NORTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF FIVE MILE ROAD; THENCE NORTH 88 DEGREES 31'33" EAST 1284.22 FEET ALONG THE NORTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF FIVE MILE ROAD TO THE EAST LINE OF SAID SECTION 19 AND THE POINT OF BEGINNING.

EXCEPTING A PARCEL OF LAND OWNED BY THE CHESAPEAKE AND OHIO RAILROAD, LYING IN THE NORTH ¼ OF SECTION 19, TOWN 1 SOUTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, AND BEING MORE SPECIFICALLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 19; THENCE SOUTH 00 DEGREES 05'01" WEST 447.57 FEET ALONG THE EAST LINE OF SAID SECTION 19 AND THE CENTERLINE OF RIDGE ROAD FOR THE POINT OF BEGINNING OF THIS EXCEPTION DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 05'01" WEST 108.84 FEET ALONG THE EAST LINE OF SAID SECTION 19 AND THE CENTERLINE OF RIDGE ROAD; THENCE NORTH 65 DEGREES 21'35" WEST 1283.63 FEET TO THE NORTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF FIVE MILE ROAD; THENCE NORTH 88 DEGREES 31'33" EAST 224.91 FEET ALONG THE NORTH LINE OF SAID SECTION 19 AND THE CENTERLINE OF FIVE MILE ROAD; THENCE SOUTH 65 DEGREES 21'35" EAST 1016.44 FEET TO THE EAST LINE OF SAID SECTION 19 AND THE POINT OF BEGINNING.

CONTAINING 133.12 ACRES OF LAND, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND OTHER PERTINENT INSTRUMENTS.

LINEAR PARK PARCEL DESCRIPTION

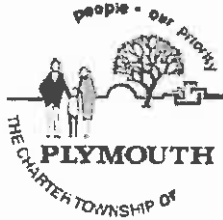
A PARCEL OF LAND IN THE TOWNSHIP OF PLYMOUTH, TOWN 1 SOUTH, RANGE 8 EAST, WAYNE COUNTY, MICHIGAN, DESCRIBED AS:

A PARCEL OF LAND LYING EASTERLY OF JOHNSON CREEK IN THE NORTH HALF OF SECTION 19, TOWN 1 NORTH, RANGE 8 EAST, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, AND BEING MORE SPECIFICALLY DESCRIBED AS; COMMENCING AT THE NORTHEAST CORNER OF SECTION 19; THENCE SOUTH 00 DEGREES 05 MINUTES 01 SECOND WEST 2652.31 FEET ALONG THE EAST LINE OF SECTION 19 AND CENTERLINE OF RIDGE ROAD TO THE EAST AND WEST QUARTER LINE OF SAID SECTION 19; THENCE SOUTH 88 DEGREES 36 MINUTES 35 SECONDS WEST 2859.07 FEET ALONG THE EAST AND WEST QUARTER LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE CONTINUING ALONG THE EAST AND WEST QUARTER LINE OF SAID SECTION 19 SOUTH 88 DEGREES 36 MINUTES 35 SECONDS WEST 297.65 FEET; THENCE NORTH 25 DEGREES 39 MINUTES 34 SECONDS EAST 1092.40 FEET ALONG THE INTERMEDIATE TRAVERSE LINE OF JOHNSON CREEK; THENCE NORTH 38 DEGREES 58 MINUTES 31 SECONDS EAST 1499.20 FEET ALONG THE INTERMEDIATE TRAVERSE LINE OF JOHNSON CREEK TO THE NORTH LINE OF SAID SECTION 19 AND CENTERLINE OF FIVE MILE ROAD; THENCE NORTH 88 DEGREES 31 MINUTES 33 SECONDS EAST 134.47 FEET ALONG THE NORTH LINE OF SAID SECTION 19 AND CENTERLINE OF FIVE MILE ROAD; THENCE SOUTH 85 DEGREES 21 MINUTES 35 SECONDS EAST 169.57 FEET; THENCE SOUTH 01 DEGREE 40 MINUTES 56 SECONDS EAST 193.68 FEET; THENCE SOUTH 88 DEGREES 19 MINUTES 04 SECONDS WEST 155.70 FEET; THENCE SOUTH 38 DEGREES 58 MINUTES 31 SECONDS WEST 1348.04 FEET; THENCE SOUTH 25 DEGREES 39 MINUTES 34 SECONDS WEST 1528.15 FEET TO THE POINT OF ENDING ON THE EAST AND WEST QUARTER LINE OF SAID SECTION 19.

CONTAINING 19.84 ACRES OF LAND, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JUNE 12, 2018**

**ITEM F.3
Labor Attorney Interviews**



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: June 12, 2018

ITEM: Interviews for Labor Attorney Services

PRESENTER: Supervisor Heise

BACKGROUND: I have asked the following law firms to provide a 20-minute presentation each to the Board for Labor Attorney services. Their responses to our Request for Proposals are attached for your review beforehand.

1. Giamarco, Mullins & Horton
2. Keller, Thoma
3. Cummings, McClorey, Davis & Acho

PROPOSED MOTION:: None; interviews only. Final selection to be recommended to Board by Supervisor pursuant to Purchasing Policy.

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JUNE 12, 2018**

**ITEM F.3
Labor Attorney Interviews
Giarmarco, Mullins & Horton, P.C.**

GIARMARCO, MULLINS & HORTON, P.C.
ATTORNEYS AND COUNSELORS AT LAW

Tenth Floor Columbia Center
101 West Big Beaver Road
Troy, MI 48084-5280
(248) 457-7000

GIARMARCO, MULLINS & HORTON, P.C.

**101 West Big Beaver Road
Tenth Floor Columbia Center
Troy, Michigan 48084**

**Attorneys and Counselors at Law
Providing Legal Services to
Cities, Townships, School Districts, and
Municipalities throughout Michigan**

**John C. Clark
(248) 457-7023**

**Presented to the Charter Township of Plymouth, Michigan
Jerry Vorva, Township Clerk**

**Request for Proposals
Labor & Employment Law Services**

Due: April 13, 2018

www.gmhlaw.com

TABLE OF CONTENTS

PROPOSAL

A. HISTORY AND DESCRIPTION OF LAW FIRM 1

B. SUMMARY OF EXPERIENCE 2

C. COMPARABLE SERVICES PROVIDED 4

D. SERVICES PROVIDED 11

E. REFERENCES 13

F. CONFLICTS OF INTEREST 14

G. PAST CBA NEGOTIATIONS 15

H. LABOR LAW CASES 16

COST PROPOSAL 17

A. CLASSIFICATION AND HOURLY RATES

B. ADDITIONAL CHARGES

C. REIMBURSEMENTS

D. FIRM POLICY OR ORGANIZATIONAL STRUCTURE

NON-COLLUSIVE PROPOSAL CERTIFICATION 19

ATTORNEY PROFILES 20

PROPOSAL

A

A. HISTORY AND DESCRIPTION OF LAW FIRM

Giarmarco, Mullins & Horton, P.C. ranks in the top 12 largest law firms in Michigan. Founded over 40 years ago, GMH is a full-service firm with over 100 employees, including nearly 60 attorneys. Primary areas of practice include labor, municipal/public sector, school, employment, environmental, automotive, business, transactional, government related services, international law, immigration law, tax, mergers and acquisitions, telecommunications, real estate, probate and estate planning, and election law. The firm's litigation services include all areas of civil, commercial, criminal, workers' compensation, and regulatory litigation.

Throughout its history, GMH has enjoyed the highest rating awarded by Martindale Hubbell in its ranking of quality law firms. Many GMH attorneys are selected as court appointed mediators and guest speakers in their particular areas of expertise. Our continued growth in these challenging times is a result of our commitment to providing quality legal services on a timely basis and at a reasonable price.

Giarmarco, Mullins & Horton represents a wide variety of public and private entities throughout the State of Michigan. The firm's commitment to the representation of local governments has been a primary focus of the firm throughout its 40-year history. Municipal/Labor Law practice group partners, John Clark, Steve Hitchcock, and Anthony Chubb have over 100 years' cumulative experience in representing municipalities and public entities in their day-to-day operations, employment and labor matters, litigation, and other related issues.

The Municipal/Labor Law practice group has been retained by over 25 townships and cities, including the Charter Townships of Bloomfield, Redford, Orion, Oakland, Brownstown, Canton, Clinton, Van Buren, Oxford, Commerce, Royal Oak, Independence, Shelby, and Northville, and the Cities of Flint, Hamtramck, Pontiac, Saginaw, Benton Harbor, Belleville, Inkster, Melvindale, Novi, Warren, Highland Park, Ecorse, Trenton, Romulus, Taylor, Alpena, and Dearborn Heights.

Our labor and employment law specialists devote virtually all of their time to representation of public sector employers in connection with problems associated with the employer-employee relationship. This work involves substantial contact with numerous governmental agencies, including the Michigan Employment Relations Commission, the Michigan Department of Civil Rights, the Department of Labor, the Equal Employment Opportunity Commission, the Bureau of Workers' Disability Compensation, and the National Labor Relations Board.

In short, we have attorneys that are experts in all of the areas in which the Charter Township of Plymouth would seek legal advice.

B. SUMMARY OF EXPERIENCE

Client Commitment

The Charter Township of Plymouth will be given the highest priority by the attorneys of GMH. Our policy is to respond quickly and effectively to all client inquiries. We will make available all contact information, including email addresses, work, cell, and home telephone numbers, and will be available virtually all hours of the day, night or weekend. GMH understands the importance of the client relationship and that we are a partner with the Township.

Results

GMH understands that the bottom line in providing quality legal services is the results obtained. The firm welcomes accountability in its advice and services provided. We understand that clients seek straightforward, experienced advice. Legal advice designed to protect the lawyer is no advice at all. Many areas of the law are unclear and the results uncertain, however, GMH understands that the decision-maker must ultimately "make the decision." We provide advice based upon our experience and knowledge and not based upon whether we will look good or be protected if an unanticipated result occurs.

Cost Effectiveness

The culture of GMH is a businesslike approach to providing legal services. We do not pursue issues for the academic fun of it or to increase the firm's status. We work closely with our clients to understand their goals and objectives. Together, we then implement the most cost efficient strategy for success. While setting precedence or new law for an attorney may be rewarding, we do not do so at the expense of our clients.

Responsiveness and Updates

Based upon our commitment to our clients, GMH makes it a priority to respond to all inquiries in a timely and efficient manner. Attorneys of the firm can be reached by phone, cell phone, email, text or any other manner desired by The Charter Township of Plymouth. The Township's lead attorney will be available and responsive by any of the above means at any time of the day or evening, including weekends and vacations. All meetings, conferences, court appearances or other important events will be the priority in the lead attorney's schedule. As part of this client communication, GMH also will provide free municipal updates on emerging issues or cases, as well as no fee seminars on relevant issues to The Charter Township of Plymouth and its employees. We take pride in our accessibility and recognize that emergencies do not respect a nine-to-five schedule.

Management Style

Throughout its history, GMH has employed an entrepreneurial philosophy in the delivery of legal services. By keeping its internal cost structure low, the firm has been able to provide quality legal services at a fair rate. Internally, GMH has created a competitive entrepreneurial environment which benefits our clients.

Not surprisingly, under the above management style, GMH has continued to grow despite the tough economic times in which we live. When budgets get tight, our clients have found we have the flexibility to work with them in reducing costs. The Charter Township of Plymouth can rest assured that it will be given the highest level of priority at GMH and that each and every attorney of the firm is committed to providing quality legal services to the Township.

Philosophy on Attorney-Client Relationship

GMH believes that its public sector clients are unique and the relationships must be based upon trust, good communication, and straightforward advice. Township officials have a number of constituencies to serve, and unlike the private sector, a Township attorney is viewed almost as a part of the Township's "team." It is important that the perception and communication with the public, press, and Township employees is consistent with the goals and objectives of the Board. GMH recognizes that it is a political process, which is far different than representing a CEO or owner of a privately held company. In addition to the Township's lead attorney, many of GMH's lawyers have held elected or appointed positions on governmental boards.

Summary

The entire firm of GMH is committed to providing quality legal representation to the Charter Township of Plymouth. The firm has the experience and resources in all areas necessary for effective and efficient legal services. We are committed to our public sector representation and to the local area. Our goal is to develop a long-term relationship with the Charter Township of Plymouth. We are excited by the opportunity to become part of the Charter Township of Plymouth's team.

C

C. COMPARABLE SERVICES PROVIDED

John C. Clark has negotiated numerous Collective Bargaining Agreements, Tentative Agreements, Employment Agreements for townships, cities, and other governmental entities. He has attended successful facilitations, mediations, and bargaining sessions for the following municipal and public sector clients:

Public Sector Client

City of Taylor
Sheila Gorski, Human Resources Director
23555 Goddard Rd.
Taylor, MI 48180
(734) 374-1450
sgorski@ci.taylor.mi.us

Scope of Services Performed

We are handling all aspects of the City's labor relations matters, including but not limited to, PA 312 arbitrations, grievance arbitrations, contract negotiations, labor litigation, as well as general litigation matters. In addition, we are handling civil rights complaints through either the Michigan Department of Civil Rights and the Equal Employment Opportunity Commission, fact-finding matters, mediation as conducted through the Michigan Employment Relations Commission, unfair labor practice charge hearings. In addition, we have been substantially involved in preparing employment contracts for department heads and top administrators.

City of Romulus
Kevin Losen, HR Director
11111 Wayne
Romulus, MI 48174
(734) 955-4500
klosen@ci.romulus.mi.us

We are handling all aspects of the City's labor relations matters, including but not limited to, PA 312 arbitrations, grievance arbitrations, contract negotiations, labor litigation, as well as general litigation matters. In addition, we are handling civil rights complaints through either the Michigan Department of Civil Rights and the Equal Employment Opportunity Commission, fact-finding matters, mediation as conducted through the Michigan Employment Relations Commission, unfair labor practice charge hearings. In addition, we have been substantially involved in preparing employment contracts for department heads and top administrators.

Charter Township of Redford
Don Wood, Superintendent/
Personnel Director
15145 Beech Daly Road
Redford, MI 48239
(313) 387-2750
dwood@redfordtwp.com

We are handling all aspects of the Township's labor relations matters, including but not limited to, Act 312 arbitrations, grievance arbitrations, contract negotiations, labor litigation, as well as general litigation matters. In addition, we are handling civil rights complaints through either the Michigan Department of Civil Rights and the Equal Employment Opportunity Commission, fact-finding matters, mediation as conducted through the Michigan Employment Relations Commission, unfair labor practice charge hearings. In addition, we have been substantially involved in preparing employment contracts for department heads and top administrators.

City of Saginaw
Timothy Morales, City Manager
1315 S. Washington Avenue
Saginaw, MI 48601
(989) 759-1403
tmorales@saginaw-mi.com

We are handling all aspects of the City's labor relations matters, including but not limited to, PA 312 arbitrations, grievance arbitrations, contract negotiations, labor litigation, as well as general litigation matters. In addition, we are handling civil rights complaints through either the Michigan Department of Civil Rights and the Equal Employment Opportunity Commission, fact-finding matters, mediation as conducted through the Michigan Employment Relations Commission, unfair labor practice charge hearings. In addition, we have been substantially involved in preparing employment contracts for department heads and top administrators.

Charter Township of Bloomfield
Jason Theis, CPFO, Finance Director
4200 Telegraph Road
Bloomfield Hills, MI 48303
(248) 433-7755
jtheis@bloomfieldtwp.org

We are handling all aspects of the Township's labor relations matters, including but not limited to, PA 312 arbitrations, grievance arbitrations, contract negotiations, labor litigation, as well as general litigation matters. In addition, we are handling civil rights complaints through

Peter Bade, Staff Attorney
Hurley Medical Center
1 Hurley Plaza
Flint, MI 48503
(810) 262-6131
Pbade1@hurleymc.com

Diana Kollmeyer, City Manager
City of Belleville
6 Main Street
Belleville, Michigan 48111
(734) 697-9323
dkollmeyer@belleville.mi.us

either the Michigan Department of Civil Rights and the Equal Employment Opportunity Commission, fact-finding matters, mediation as conducted through the Michigan Employment Relations Commission, unfair labor practice charge hearings. In addition, we have been substantially involved in preparing employment contracts for department heads and top administrators.

We are handling all aspects of Hurley's labor relations matters, including but not limited to, grievance arbitrations, contract negotiations, labor litigation, as well as general litigation matters. In addition, we are handling civil rights complaints through either the Michigan Department of Civil Rights and the Equal Employment Opportunity Commission, fact-finding matters, mediation as conducted through the Michigan Employment Relations Commission, unfair labor practice charge hearings. In addition, we have been substantially involved in preparing employment contracts for department heads and top administrators.

We are handling all aspects of the City's labor relations matters, including but not limited to, PA 312 arbitrations, grievance arbitrations, contract negotiations, labor litigation, as well as general litigation matters. In addition, we are handling civil rights complaints through either the Michigan Department of Civil Rights and the Equal Employment Opportunity Commission, fact-finding matters, mediation as conducted through the Michigan Employment Relations Commission, unfair labor practice charge hearings. In addition, we have been substantially involved in

Kathy Himes, HR Generalist
City of Alpena
208 N. First Avenue
Alpena, Michigan 49707
(989) 354-1714
kathyh@alpena.mi.us

Dale Stuart, Township Manager
Charter Township of Oakland
4393 Collins Road
Rochester, MI 48306
(248) 218-6951
dstuart@oaklandtownship.org

Chris Barnett, Township Supervisor
Charter Township of Orion
2525 Joslyn Road
Lake Orion, MI 48360

preparing employment contracts for department heads and top administrators.

We are handling all aspects of the City's labor relations matters, including but not limited to, PA 312 arbitrations, grievance arbitrations, contract negotiations, labor litigation, as well as general litigation matters. In addition, we are handling civil rights complaints through either the Michigan Department of Civil Rights and the Equal Employment Opportunity Commission, fact-finding matters, mediation as conducted through the Michigan Employment Relations Commission, unfair labor practice charge hearings. In addition, we have been substantially involved in preparing employment contracts for department heads and top administrators.

We are handling all aspects of the Township's labor relations matters, including but not limited to, PA 312 arbitrations, grievance arbitrations, contract negotiations, labor litigation, as well as general litigation matters. In addition, we are handling civil rights complaints through either the Michigan Department of Civil Rights and the Equal Employment Opportunity Commission, fact-finding matters, mediation as conducted through the Michigan Employment Relations Commission, unfair labor practice charge hearings. In addition, we have been substantially involved in preparing employment contracts for department heads and top administrators.

We are handling all aspects of the Township's labor relations matters, including but not limited to, PA 312 arbitrations, grievance arbitrations, contract negotiations, labor litigation, as well as

(248) 391-0304, Ext. 1001
cbarnett@oriontownship.org

Patrick Kittle, Township Supervisor
Charter Township of Independence
6483 Waldon Center Drive
Clarkston, MI 48346
(248) 625-5111
pkittle@indtwp.com

Hon. Tina Brooks-Green
34th Judicial District Court
11131 Wayne Road
Romulus, Michigan 48174
(734) 941-4462
tbrooksgreen@yahoo.com

general litigation matters. In addition, we are handling civil rights complaints through either the Michigan Department of Civil Rights and the Equal Employment Opportunity Commission, fact-finding matters, mediation as conducted through the Michigan Employment Relations Commission, unfair labor practice charge hearings. In addition, we have been substantially involved in preparing employment contracts for department heads and top administrators.

We are handling all aspects of the Township's labor relations matters, including but not limited to, PA 312 arbitrations, grievance arbitrations, contract negotiations, labor litigation, as well as general litigation matters. In addition, we are handling civil rights complaints through either the Michigan Department of Civil Rights and the Equal Employment Opportunity Commission, fact-finding matters, mediation as conducted through the Michigan Employment Relations Commission, unfair labor practice charge hearings. In addition, we have been substantially involved in preparing employment contracts for department heads and top administrators.

We are handling all aspects of the 34th District Court's labor relations matters, including but not limited to, PA 312 arbitrations, grievance arbitrations, contract negotiations, labor litigation, as well as general litigation matters. In addition, we are handling civil rights complaints through either the Michigan Department of Civil Rights and the Equal Employment Opportunity Commission, fact-finding matters, mediation as conducted through the Michigan Employment Relations

Deanna Warunek, B.S., CCJP
Court Administrator
23rd Judicial District Court
23365 Goddard Road
Taylor, MI 48180
(734) 374-1334
dkollmeyer@belleville.mi.us

Erica Goldston, HR Director
OLHSA
196 Cesar E. Chavez Ave.
Pontiac, MI 48342
(248) 209-2600
EricaG@olhsa.org

City of Highland Park
Cathy Square, City Administrator

Commission, unfair labor practice charge hearings. In addition, we have been substantially involved in preparing employment contracts for department heads and top administrators.

We are handling all aspects of the 23rd District Court's labor relations matters, including but not limited to, PA 312 arbitrations, grievance arbitrations, contract negotiations, labor litigation, as well as general litigation matters. In addition, we are handling civil rights complaints through either the Michigan Department of Civil Rights and the Equal Employment Opportunity Commission, fact-finding matters, mediation as conducted through the Michigan Employment Relations Commission, unfair labor practice charge hearings. In addition, we have been substantially involved in preparing employment contracts for department heads and top administrators.

We are handling all aspects of the OLHSA's labor relations matters, including but not limited to, PA 312 arbitrations, grievance arbitrations, contract negotiations, labor litigation, as well as general litigation matters. In addition, we are handling civil rights complaints through either the Michigan Department of Civil Rights and the Equal Employment Opportunity Commission, fact-finding matters, mediation as conducted through the Michigan Employment Relations Commission, unfair labor practice charge hearings. In addition, we have been substantially involved in preparing employment contracts for department heads and top administrators.

We are handling all aspects of the City's labor relations matters, including but not

12050 Woodward Avenue
Highland Park, MI 48203-3578
(313) 252-0050
csquare@highlandpark.org

City of Mt. Clemens
Michael J. Murray, Esq., City Attorney
Kramer & Murray, P.C.
65 Southbound Gratiot Ave.
Mt. Clemens, MI 48043-5545
(586) 463-1578
kramermurray@sbcglobal.net

limited to, PA 312 arbitrations, grievance arbitrations, contract negotiations, labor litigation, as well as general litigation matters. In addition, we are handling civil rights complaints through either the Michigan Department of Civil Rights and the Equal Employment Opportunity Commission, fact-finding matters, mediation as conducted through the Michigan Employment Relations Commission, unfair labor practice charge hearings. In addition, we have been substantially involved in preparing employment contracts for department heads and top administrators.

We are handling certain aspects of the City's labor relations matters, including but not limited to, PA 312 arbitrations, grievance arbitrations, contract negotiations, labor litigation, as well as general litigation matters. In addition, we are handling civil rights complaints through either the Michigan Department of Civil Rights and the Equal Employment Opportunity Commission, fact-finding matters, mediation as conducted through the Michigan Employment Relations Commission, unfair labor practice charge hearings. In addition, we have been substantially involved in preparing employment contracts for department heads and top administrators.

D. SERVICES PROVIDED

GMH proposes **John C. Clark** as the lead the Charter Township of Plymouth attorney. Mr. Clark is an equity partner with the firm. He currently co-chairs the firm's Municipal/Labor Law practice group and has over 25 years' experience in Municipal and Public Sector law. John has represented numerous townships, cities, and other governmental entities in day-to-day general representation.

John Clark co-chairs and leads an outstanding Labor and Employment Law department. Throughout its history, the firm has maintained a focus in Labor Law and particularly employment issues involving Municipal clients. John has an extensive background in all areas of Labor Law and has negotiated numerous labor contracts, most recently on behalf of the City of Pontiac.

Mr. Clark is a certified employment arbitrator through the American Arbitration Association overseeing complicated employment matters litigated by both public and private sector claimants. Mr. Clark has vast experience in labor and employment law, including contract negotiations, arbitrations, employment discrimination claims, wrongful discharge matters, civil rights complaints, proceedings in state and federal court, as well as matters pending before the Michigan Employment Relations Commission, the Michigan Department of Civil Rights and the National Labor Relations Board.

Mr. Clark represents a variety of public and private sector clients, including several high profile Metro Detroit cities and townships, private sector manufacturing companies, non-profit organizations as well as public and charter schools. Mr. Clark is a long-standing member of several National, State and local legal organizations. He has authored papers and has been a presenter of a variety of labor and employment topics, as well as addressing the complicated process and procedures surrounding the appointment of Emergency Managers.

At the discretion of the Township, other attorneys with significant Municipal/Labor Law experience or specialized experience may be called in to assist the Charter Township of Plymouth. Two such attorneys include **Stephen J. Hitchcock** and **Anthony K. Chubb**.

Stephen J. Hitchcock concentrates in the areas of municipal law, litigation, employee benefits, and business transactions. Mr. Hitchcock has extensive experience in municipal matters over the past thirty years, handling municipal government and school board issues. He also represents a number of insurance companies in litigation defense, fringe benefits, disability and other employment related litigation. Mr. Hitchcock has previously served on the Zoning Board of Appeals and the School Board in Novi. He is former trustee on the Novi Educational Foundation.

Mr. Hitchcock has an "AV" Peer Review rating from Martindale-Hubbell, the highest ranking by peers for general ethical standards and legal ability. He represented the City of Romulus as city attorney from 1995 to 2001, and 2013 to present, and he continues to represent the city on retained matters.

Anthony K. Chubb has nearly a decade of experience representing municipalities and governmental entities in the areas of labor and employment law, collective bargaining, governmental immunity, and civil rights. As the Deputy Chief Legal Officer and subsequently the Chief Legal Officer for the City of Flint, Mr. Chubb argued in state and federal courts, including an issue of governmental immunity before the Michigan Supreme Court. He further honed his labor and employment and collective bargaining agreement negotiation and implementation skills as the City's Director of Human Resources and Labor Relations. He previously served as Assistant General Counsel for the SMART regional transit authority in Detroit, where he focused his practice on labor and employment issues and commercial litigation. Mr. Chubb's extensive background working in-house for municipalities has given him a broad knowledge of both the legal and administrative sides of resolving complex cases.

In addition to labor and employment matters, Mr. Chubb has experience in counseling and advising clients on a wide array of topics including, FOIA, OMA, employee agreements, employment policies and practices, FMLA & ADA compliance, and best practices for municipal risk management.

E

E. REFERENCES

A list of references of clients in the public sector:

Chris Barnett, Supervisor
Charter Township of Orion
2525 Joslyn Road
Lake Orion, Michigan 48360
(248) 391-0304
cbarnett@oriontownship.org

Diana Kollmeyer, City Manager
City of Belleville
6 Main Street
Belleville, Michigan 48111
(734) 697-9323
dkollmeyer@belleville.mi.us

Deidre Waterman, Mayor
City of Pontiac
47450 Woodward Avenue
Pontiac, Michigan 48342
(248) 758-3000
dwaterman@pontiac.mi.us

Jason Theis, Finance Director
Charter Township of Bloomfield
4200 Telegraph Road
Bloomfield Township, MI 48303
(248) 433-7755
LSavoie@bloomfieldtwp.org

Don Wood, Superintendent/
Personnel Director
Charter Township of Redford
15145 Beech Daly Road
Redford, MI 48239
(313) 387-2750
dwood@redfordtwp.com

Sheila Gorski-Schulte, HR Director
City of Taylor
23555 Goddard Rd.
Taylor, MI 48180
(734) 374-1450
sgorski@ci.taylor.mi.us

Timothy Morales, City Manager
City of Saginaw
1315 S. Washington Avenue
Saginaw, MI 48601
(989) 759-1403
tmorales@saginaw-mi.com

Kevin Losen, HR Director
City of Romulus
11111 Wayne
Romulus, MI 48174
(734) 955-4500
klosen@ci.romulus.mi.us

Peter Bade, Staff Attorney
Hurley Medical Center
1 Hurley Plaza
Flint, MI 48503
(810) 262-6131
PBade1@hurleymc.com

Cathy Square, City Administrator
City of Highland Park
12050 Woodward Avenue
Highland Park, MI 48203
(313) 252-0050
csquare@highlandpark.org

The Township may contact the above references.

F

F. CONFLICTS OF INTEREST

GMH does not foresee any conflicts of interest in its representation of the Charter Township of Plymouth. Prior to handling any new matter, an internal conflict check is routed to all staff in the firm, including the firm's billing system, which will show conflicts of any past and current client representation.

G

G. PAST COLLECTIVE BARGAINING AGREEMENT NEGOTIATIONS

GMH is handling all aspects of contract negotiations and has successfully negotiated Collective Bargaining Agreements for the following clients in the past five years:

- Charter Township of Bloomfield
- Charter Township of Independence
- Charter Township of Oakland
- Charter Township of Orion
- Charter Township of Redford
- City of Belleville
- City of Highland Park
- City of Romulus
- City of Saginaw
- City of Taylor
- 34th District Court
- 23rd District Court
- Hurley Medical Center
- Oakland Livingston Human Services Agency

H

H. CASES INVOLVING LABOR/EMPLOYMENT LAW BEFORE MERC, CIRCUIT COURTS, AND COURT OF APPEALS

GMH has handled all aspects of labor relations matters, including but not limited to, PA 312 arbitrations, grievance arbitrations, contract negotiations, labor litigation, as well as general litigation matters, as well as civil rights complaints through either the Michigan Department of Civil Rights and the Equal Employment Opportunity Commission, fact-finding matters, mediation as conducted through the Michigan Employment Relations Commission, unfair labor practice charge hearings for the following clients:

- Charter Township of Bloomfield
- Charter Township of Independence
- Charter Township of Oakland
- Charter Township of Orion
- Charter Township of Redford
- City of Belleville
- City of Highland Park
- City of Romulus
- City of Saginaw
- City of Taylor
- 34th District Court
- 23rd District Court
- Hurley Medical Center
- Oakland Livingston Human Services Agency

COST PROPOSAL

COST PROPOSAL

GMH offers the following cost proposals for the Charter Township of Plymouth Labor and Employment Law Services:

A. Job title or Classification and Hourly Rate of All Individuals to be Utilized in Representation of the Township

If it is the desire of the Charter Township of Plymouth to retain GMH on purely an hourly basis for all services, all GMH attorneys would be compensated at the rate of \$150.00 per hour. This hourly rate would apply to all attorneys of the firm; including John C. Clark, Stephen J. Hitchcock, and Anthony K. Chubb. Retaining the services of a true full-service firm such as GMH, provides the Township with the advantages of quality specialized representation at below market rates. GMH is one of only a few full-service law firms which meet and exceed the needs and necessary qualifications for municipal representation.

B. Charges for Telephone, File Review, Copying, Facsimile, Messenger Services, and Related Costs

GMH will not invoice the Township for long-distance telephone calls, facsimiles, and scanning. The photocopying charge is \$0.20 per page. Messenger Services through an outside professional courier service, court filing fees, and overnight and express mail charges will be invoice to the Township. However, the Township will not be charged for standard postage through the U.S. Postal Service.

C. Additional Fees, Costs or Other Charges

GMH will charge the statutory IRS rate for actual mileage incurred as a result of travel to Township-related appointments, meetings, events, and interviews.

D. Description of GMH Policies or Organizational Structure

The firm's policy or organizational structure for discovery procedures, court appearances, trial work, research, absent/conflict coverage, and file administration is

SIGNATURE PAGE AND ACKNOWLEDGMENT

Firm name: Giarmarco, Mullins & Horton, P.C.

Address: 101 West Big Beaver Road, 10th Floor

City/State/Zip Code: Troy, Michigan 48084-5280

Telephone Number: (248) 457-7023

Fax Number: (248) 457-7001

Email Address: jclark@gmhlaw.com

SIGNATURE/DATE: John C. Clark (P51356) April 13, 2018

NON-COLLUSIVE
PROPOSAL CERTIFICATION

NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the law firm certifies that:

1. This proposal has been independently arrived at without collusion with any other law firm or with any competitor or potential competitor.
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this service, to any other law firm, competitor or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit a proposal.
4. The person signing this proposal certifies that he/she has fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the law firm as well as to the person signing on its behalf.

By: _____

Its: Equity Partner

Address: Giarmarco, Mullins & Horton, P.C.

101 West Big Beaver Road, 10th floor

Troy, Michigan 48084

(248) 457-7023

Contact: John C. Clark, Esq.

JOHN C. CLARK EXPERIENCE

Mr. John Clark concentrates his practice in the areas of labor and employment law, servicing clients in both the public and private sector. Mr. Clark has been a member of the firm since 1995. In addition, Mr. Clark is a certified employment arbitrator through the American Arbitration Association overseeing complicated employment matters litigated by both public and private sector claimants.

Mr. Clark has vast experience in labor and employment law, including contract negotiations, arbitrations, employment discrimination claims, wrongful discharge matters, civil rights complaints, proceedings in state and federal court, as well as matters pending before the Michigan Employment Relations Commission, the Michigan Department of Civil Rights and the National Labor Relations Board.

Mr. Clark represents a variety of public and private sector clients, including several high profile Metro Detroit cities and townships, private sector manufacturing companies, non-profit organizations as well as public and charter schools.

In addition to handling labor and employment matters, Mr. Clark has represented several State-Appointed Emergency Managers, including the first ever appointed Emergency Manager in 2000, as well as the Emergency Manager for the largest public entity under the State's control, the Detroit Public Schools. As part of his representation of Emergency Managers, Mr. Clark is an expert in both the interpretation and application of the Local Financial Stability and Choice Act, the statute that provides the mechanism for State intervention.

Mr. Clark is a long-standing member of several National, State and local legal organizations. He has authored papers and has been a presenter of a variety of labor and employment topics, as well as addressing the complicated process and procedures surrounding the appointment of Emergency Managers.

Practice Areas

- Governmental Law
- Employment and Labor Law- serving both public and private sectors
- Litigation
- Municipal



Education

- Michigan State University, B.A.
- University of Detroit, J.D.
- American Arbitration Association, Certified

Admitted to Practice

- Michigan: 1994

Professional Leadership/Memberships

- American Bar Association
- State Bar of Michigan
- Oakland County Bar Association
- American Arbitration Association: Certified Employment Arbitrator
- Department of Treasury Government Turnaround Association Founding Member and Presenter

Honors/Awards

- "AV" Peer Review Rating from Martindale-Hubbell, the highest ranking by peers for general ethical standards and legal ability

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JUNE 12, 2018**

ITEM F.3
Labor Attorney Interviews
Keller Thoma



COUNSELORS AT LAW
26555 Evergreen Road, Suite 1240
Southfield, Michigan 48076
313.965.7610
www.kellerthoma.com

Firm Proposal Prepared For:

Plymouth Township, Michigan

Proposal for Labor & Employment Law Services

Contact Person:

Steven H. Schwartz

April 11, 2018

KELLER THOMA

A PROFESSIONAL CORPORATION

THOMAS L. FLEURY
GARY P. KING
STEVEN H. SCHWARTZ
LAURI A. READ
GOURI G. SASHITAL
BRIAN M. RICHARDS*
MINDY BARRY**
CHELSEA K. DITZ
LEAH M. HURVITZ

Also admitted in Illinois*
Also admitted in Virginia**

COUNSELORS AT LAW

SUITE 1240
26555 EVERGREEN ROAD
SOUTHFIELD, MI 48076-4255
FAX 313.965.4480
www.kellerthoma.com

STEVEN H. SCHWARTZ
DIRECT DIAL 313-965-8919
shs@kellerthoma.com

DENNIS B. DeBAY
Of Counsel

LEONARD A. KELLER
(1905 - 1970)
RICHARD J. THOMA
(1904 - 2001)

April 11, 2018

Mr. Kurt L. Heise, Township Supervisor
Charter Township of Plymouth
9955 North Haggerty Road
Plymouth, MI 48170

Re: Request for Proposal for Labor & Employment Law Services

Dear Mr. Heise:

We are submitting our response to Plymouth Township's request for labor law services. We wish to express our interest in representing and working with Plymouth Township with respect to its employment and labor law matters. We have a long and extensive record of experience and are pleased to submit the following information for your consideration.

Thank you for your consideration of our proposal. Please do not hesitate to contact the undersigned with any questions or concerns that you may have.

Very truly yours,

KELLER THOMA, A PROFESSIONAL CORPORATION


Steven H. Schwartz

SHS/dg



LABOR AND EMPLOYMENT LAW SERVICES

General Terms

Before responding to the specific areas of the "Proposal Requirements" below, we wish to offer to the following summary of our firm's history and background.

Since 1932, KELLER THOMA has specialized in the representation of employers in all facets of labor relations and employment law and has consistently earned the highest rating issued by Martindale-Hubbell.

To avoid conflicts, our firm restricts its practice to the representation of employers. In the public sector, since the adoption of the Public Employment Relations Act in 1965, the firm has represented numerous municipalities, villages, townships, counties, school districts, colleges, and special purpose authorities across the State of Michigan. Representation has been on an on-going or special project basis, e.g., retention to handle an Act 312 arbitration matter.

The attorneys in our firm maintain a very active practice before federal and state courts and administrative agencies. Members of the firm have been involved in numerous labor and employment cases with significant state-wide impact.

We are also one of the firms that serve as counsel for the Michigan Municipal League Legal Defense Fund. In this capacity, we have filed *amicus curiae* briefs in the appellate courts on behalf of the Michigan Municipal League in matters of state-wide municipal interest.

The breadth and depth of the firm's experience ensures that we have the qualifications and expertise to provide clients with the highest quality legal representation in all labor and employment law matters. We have more experience in collective bargaining and Act 312 than any other law firm in Michigan.

In general, the firm's philosophy is one of assisting the employer in the identification and achievement of those objectives which serve the employer's long-range human resource goals. Individual matters are assessed within this framework. It is the firm's practice to provide to the employer those lawful alternatives available in each fact situation with an assessment of the relative merits of each of the alternatives. KELLER THOMA utilizes a "how to" (rather than "cannot do") approach.



PROPOSAL REQUIREMENTS

Qualifications and Experience

- A. Provide a brief history and description of the law firm including a presentation of qualifications, limited to not more than ten pages, exclusive of resumes and other forms.**

As indicated above, KELLER THOMA has decades of experience providing representation to municipal clients. Indeed, representation of public sector clients in labor and employment matters is a specialty of the firm. This gives KELLER THOMA attorneys a unique understanding of the challenges that face municipal employers in today's difficult economic and political climate. The following is our relative collective experience:

- We are the leading management-side, municipal labor relations firm in the State. We have performed labor relations and employment law for more than one hundred years combined, with the bulk of our practice concentrated in the public sector.
- KELLER THOMA has handled hundreds of EEOC/Michigan Department of Civil Rights Charges of Discrimination. Approximately 98% of them have been dismissed in favor of our clients. We have handled numerous employment and labor relations cases for public and private sector clients in Federal Court, as well as Oakland, Wayne and Macomb County Circuit Courts.
- We regularly engage in defense of a wide-range of employment claims including claims of wrongful discharge, employment discrimination, breach of employment contract, and wage & hour claims.
- We have successfully handled hundreds of unfair labor practice charges before MERC and the National Labor Relations Board.
- We are the leading law firm in handling Act 312 arbitration for municipalities. KELLER THOMA has represented dozens of municipalities in Act 312 arbitration, including recent matters for the City of Wayne and Midland. In the communities we represent, we achieved significant economic concessions through collective bargaining and Act 312 arbitrations. KELLER THOMA attorneys have conducted numerous fact-finding proceedings.
- We routinely give day-to-day advice on federal and state laws, such as FMLA, HIPAA, COBRA, ERISA, drug testing, disability (including Americans with Disabilities Act issues), employment discrimination, affirmative action/equal employment opportunity and wage and hour compliance. We routinely audit employer policies, practices and procedures for legal compliance. We routinely draft and modify a wide variety of



employment documents, including handbooks and employment/independent contractor agreements.

- We constantly strive to stay ahead of the curve in employment and labor law trends. This is evidenced by our membership and participation in the following organizations: American Bar Association Sections of Labor & Employment Law, Litigation and Alternative Dispute Resolution; State Bar of Michigan – Sections of Labor & Employment Law, Litigation and Alternative Dispute Resolution; Labor and Employee Relations Association and Michigan Public Employer Labor Relations Association. We also subscribe to several specialized databases, including: Bureau of National Affairs – Labor & Employment Law Resource Center; and Westlaw-Michigan, Federal Labor & Employment, and Michigan Public Employee Reporters. As we discover novel issues facing employers we inform and counsel all clients as to these matters. All of our attorneys regularly attend seminars on employment law issues. Mr. Schwartz and Mr. King frequently give presentations on changes in employment and labor law. Mr. Schwartz has written recent articles for the State Bar of Michigan on the Right to Work and other changes to labor relations law.
- We are able to specifically tailor training for employees to respond to a myriad of employment matters that may arise; e.g., discipline and discharge, sexual harassment investigations; leaves of absence. This may be achieved by way of formal or informal meetings with employees and may be achieved by individual or multi-employee coaching, depending upon need.

The firm currently represents a large number of public sector clients, including the following:

MUNICIPAL CLIENTS

Adrian	Lake Erie Transit
Albion	Lansing Housing Commission
Allen Park	Lathrup Village
Bay City	Ludington
Beverly Hills	Macomb County
Birmingham	Midland
Commerce Township	Milford, Village of
Davison Township	Monroe County Road Commission
Detroit Water and Sewerage Department	Montrose
East Lansing	North Branch



Eaton County	Northville, City of
Farmington	Novi
Farmington Hills	Oscoda County
Flushing	Peninsula Township
Franklin	Raisin Township
Genesee County	Rochester
Grand Blanc Township	Rochester Hills
Great Lakes Water Authority	Roscommon County
Grosse Pointe	Sebewaing Light and Water
Grosse Pointe Park	Sebewaing, Village of
Grosse Pointe Public Library	Shiawassee Health and Wellness
Grosse Pointe Woods	Southfield
Hamburg Township	Sterling Heights
Harrison Township	Tecumseh
Hillsdale County	Trenton
Holly, Village of	Wayne
Huntington Woods	Westland
Imlay City	Wyandotte
Iosco County	Wyandotte Municipal Services
	Ypsilanti

B. Provide a summary of experience you have with the subject scope of work. Identify specific qualifications which you believe especially qualify your law firm to perform this work.

The attorneys who would be assigned to work with Plymouth Township have extensive experience in labor relations and employment law. Every day we deal with labor relations and employment law issues that communities such as the Township have encountered or will encounter in the future. Our municipal labor experience covers the complete range of all labor and employment law matters that may arise in a municipality, including: union representation matters, collective bargaining, mediation, fact-finding, Act 312 arbitration, contract administration, grievances, grievance arbitration matters, personnel policy development and administration, disability and retirement matters, civil service matters, insurance and pension matters, civil rights



matters, wage-hour matters, workers' compensation, employee benefits, compensation systems, ADA, FMLA, COBRA, MESC and MIOSHA matters. We work with municipal clients in all stages of the process from inception through, if necessary, litigation.

The firm's depth and breadth of experience in the public sector is, frankly, unmatched in Michigan. It enables KELLER THOMA to provide clients coordinated solutions to complex issues. For example, the firm routinely pools resources to provide its clients with guidance on matters which touch on matters involving contractual interpretation and grievance processing, the ADA and workers' compensation matters.

We previously represented Plymouth Township in *Sgt. Brian Schaefer v Plymouth Township and Thomas J. Tiderington*. Thomas Fleury represented the Township in a lawsuit brought by a terminated Sergeant. Mr. Fleury achieved a complete dismissal of the lawsuit, in favor of the Township.

- C. Provide a description, location, date of completion and client contact person regarding services carried out by your law firm within the last five years which are comparable in scope to the proposed project. The services must have been carried out by persons who will be assigned to this project.**

See response in Sections D, G and H.

- D. Provide the names and brief background of all professionals to be assigned to the Township, and include a resume of the proposed lead attorney that will be the Township's point of contact.**

Steven H. Schwartz would be responsible for the management the firm's representation of the Township. His resume is attached to this response.

Steven Schwartz formed the firm Steven H. Schwartz & Associates, P.L.C. 1996 and has been practicing labor and employment law for thirty years. Mr. Schwartz was a senior associate at a large Detroit-based law firm in its Labor and Employment Section before starting the firm. In July 2015, he became Of Counsel to KELLER THOMA, before merging his firm with KELLER THOMA in 2017.

Mr. Schwartz specializes in representing employers in collective bargaining, grievance defense and counseling employers to prevent litigation. The bulk of his practice is representing public employers. Mr. Schwartz has extensive experience in assisting local governments in consolidation, cost containment in health insurance and pensions, reductions in force and other budget-related issues. As shown in the attachment, he has had substantial success in representing cities in Act 312 arbitration, collective bargaining and grievance arbitration. Mr. Schwartz was the lead negotiator for the Detroit Water and Sewerage Department in its attempt to transform its operations. He was the chief attorney responsible for labor relations issues in the establishment of



the Great Lakes Water Authority. He accomplished the successful negotiation of the consolidation of Bay City's Police and Fire Departments. He has negotiated hundreds of collective bargaining agreements for local units of government.

Prior to practicing law, Mr. Schwartz served in the municipal sector for ten years. As Assistant City Manager/Personnel Director for the City of Birmingham, Mr. Schwartz participated in negotiations and administration of ten labor agreements with AFSCME, Teamsters, POAM, COAM, and IAFF. Mr. Schwartz was also responsible for the defense of grievance arbitrations, discrimination complaints, salary and benefit administration and general personnel matters. While attending law school at Wayne State University, Mr. Schwartz served as Executive Director for the Intergovernmental Cable Communications Authority, which represented eleven municipalities in Oakland County and negotiated labor contracts for the City of Huntington Woods.

Mr. Schwartz served as a County Commissioner for Oakland County, serving on the General Government and Planning & Building committees.

Mr. Schwartz serves as a "neutral" case evaluator (mediation) in Wayne, Macomb and Oakland County Circuit Courts. He is also trained and appointed by several courts to serve as a mediator to resolve civil litigation. He serves on the labor arbitration panel of the American Arbitration Association and is a former member of the alternate dispute resolution group, Professional Resolution Experts of Michigan (PREMI). He also serves on the employment arbitration panel of the American Arbitration Association.

Mr. Schwartz holds an "AV" rating in the Martindale-Hubbell Directory, which is the highest possible rating for a lawyer.

The firm would, as needed, involve additional attorneys to represent the Township. The resumes of those attorneys who are most likely to work with the Township are also attached. All KELLER THOMA attorneys are generally available for telephone conferences at any time. When desired, in-person conferences are promptly arranged. Additionally, other experienced attorneys are always readily available. The sequence of events in responding commences with appropriate fact-finding, necessary legal research, if any, and further consultation in which the available options (and their respective pros and cons) are reviewed with the client. The timeline necessity varies depending on needs of the client and the nature of the matter. The firm prides itself in its ability to promptly respond in all situations.

Steven H. Schwartz (P41721)
26555 Evergreen Road, Suite 1240
Southfield, Michigan 48076
Direct: (313) 965-8919
Fax: (313) 965-4480
shs@kellerthoma.com

(Curriculum Vitae Enclosed)



KELLER THOMA

Charter Township of Plymouth
Request for Proposal for Labor & Employment Law Services
Page 8

Thomas L. Fleury (P24064) (Curriculum Vitae Enclosed)
26555 Evergreen Road, Suite 1240
Southfield, Michigan 48076
Direct: (313) 965-0857
Fax: (313) 965-4480
tlf@kellerthoma.com

Gary P. King (P32640) (Curriculum Vitae Enclosed)
26555 Evergreen Road, Suite 1240
Southfield, Michigan 48076
Direct: (313) 965-8922
Fax: (313) 965-4480
gpk@kellerthoma.com

Gouri G. Sashital (P64628) (Curriculum Vitae Enclosed)
26555 Evergreen Road, Suite 1240
Southfield, Michigan 48076
Direct: (313) 965-8936
Fax: (313) 965-4480
gsr@kellerthoma.com

Chelsea K. Ditz (P72509) (Curriculum Vitae Enclosed)
26555 Evergreen Road, Suite 1240
Southfield, Michigan 48076
Direct: (313) 965-8281
Fax: (313) 965-4480
ckd@kellerthoma.com

Leah M. Hurvitz (P80139) (Curriculum Vitae Enclosed)
26555 Evergreen Road, Suite 1240
Southfield, Michigan 48076
Direct: (313) 965-8912
Fax: (313) 965-4480
lmh@kellerthoma.com



STEVEN H. SCHWARTZ
26555 Evergreen Road, Suite 1240
Southfield, MI 48076
(313) 965-8919

PROFESSIONAL EXPERIENCE

KELLER THOMA, P.C.
Southfield, Michigan

Employment Relations and Labor Law
September 2017 to Present

Steven H. Schwartz & Associates, P.L.C. merged with Keller Thoma, P.C. on September 1, 2017.

STEVEN H. SCHWARTZ & ASSOCIATES, P.L.C.
Southfield, Michigan

Employment Relations and Labor Law
June 1996 to August 2017

Represented public and private sector employers in all aspects of employment law, including litigation, collective bargaining and planning litigation preventative measures. Legal counsel to numerous local units of government. Labor and Employment Litigation Arbitrator appointed by the American Arbitration Association. Served as case evaluator for Wayne, Macomb and Oakland County Mediation Tribunals (Continued activities listed under Dykema Gossett). Completed required training and observation to be court-appointed facilitative mediator.

DYKEMA GOSSETT
Detroit, Michigan

Employment Relations and Labor Law
August 1988 to June 1996

Employment Litigation: Won over 90% of arguments before the Sixth Circuit and Michigan Court of Appeals; second chair in one jury trial; first and second chair in numerous wrongful discharge, discrimination and other employment-related litigation (motion practice, depositions, mediation, witness preparation and preparation of procedural and dispositive briefs). Successfully represented clients in numerous EEOC/MDCR matters. Prepared one brief to U.S. Supreme Court.

Traditional Labor: Won approximately 80% of all grievance arbitrations; first chair in one administrative trial and second chair in an NLRB trial; first and second chair in numerous hearings before the National Labor Relations Board, the Michigan Employment Relations Commission and civil service commissions. Represented private and public sector clients in collective bargaining and election campaigns. Successfully defended municipal clients in mediation and Act 312 arbitration.

Prepared numerous employment applications, handbooks and policies, counseled clients on all aspects of employment law including employment discrimination, wrongful discharge, union-management issues, unemployment compensation, wage and hour issues and MIOSHA/OSHA.



Charter Township of Plymouth
Request for Proposal for Labor & Employment Law Services
Page 10

**INTERGOVERNMENTAL CABLE
COMMUNICATIONS AUTHORITY**
Huntington Woods, Michigan

Executive Director
January 1987 to June 1988

Administrator for consortium of eleven cities in Oakland County that regulated a common cable television franchise. Enforced franchised agreement, negotiated franchise amendments, administered grants and initiated technical experiments.

CITY OF BIRMINGHAM
Birmingham, Michigan

Assistant to the City Manager/
Personnel Director
June 1978 to January 1987

Labor Relations: Negotiated and administered contracts with five unions. Prepared cost analysis of contract proposals. Key witness in numerous Act 312 and grievance arbitration hearings.

Administration: Supervised five employees and prepared budgets for several departments. Assisted department heads in City Code enforcement and administration.

Personnel: Developed an employee performance appraisal system. Interviewed supervisory, clerical and police officer candidates. Administered employee insurance programs and coordinated risk management system.

Cable Television: Served as staff for the Cablecasting Board. Drafted an enabling Ordinance and administered the franchise selection process. Negotiated the franchise agreement with the operator on behalf of four cities.

EDUCATION

WAYNE STATE UNIVERSITY
Detroit, Michigan

J.D. – 1988; G.P.A. – 3.7
Class Rank – Top 2%

Order of the Coif

Law Review, Assistant Articles Editor, article published in Wayne Law Review, "After Carr: Rehabilitating the Michigan Handicappers' Statute", Moot Court, Quarter Finalist in the Fall 1985 and Winter 1986 competitions, Gold Key Certificate (Class Standing 1985/1986), Corpus Juris Secundum Award (Academic Achievement 1985/1986), American Jurisprudence Award (Land Use 1986)

UNIVERSITY OF MICHIGAN

Masters Degree in Urban Planning – Ann Arbor, Michigan
1978

Concentration in housing and community development; Graduate Teaching Assistant for Introduction to Urban Planning



KELLER THOMA

Charter Township of Plymouth
Request for Proposal for Labor & Employment Law Services
Page 11

CLARK UNIVERSITY
Worcester, Massachusetts

B.A. Government – 1976
Graduated with Honors

Concentration in Urban Studies



THOMAS L. FLEURY
Direct Dial: (313) 965-0857
Fax: (313) 965-4480
tlf@kellerthoma.com

EDUCATION

Juris Doctor Cum Laude, 1974, University of Detroit
Bachelors of Arts, 1971, University of Michigan

BAR ADMISSIONS

1974 - State Bar of Michigan
1974 - United States District Court, Eastern District of Michigan
1979 - United States Court of Appeals, Sixth Circuit
1990 - United States District Court, Western District of Michigan

AREAS OF PRACTICE

Principal in the firm specializing in litigation in all levels of state and federal courts and before state and federal administrative agencies involving civil rights, disabled persons discrimination, wrongful discharge claims and workers' compensation claims. Extensive experience counseling public and private employers in all employment matters including discharges, layoffs, disability and workers' compensation leaves of absence, personnel policies and procedures, and the handling of cases through the trial process.

PROFESSIONAL MEMBERSHIPS

American Bar Association	State Bar of Michigan
- Litigation Section	- Labor Relations Law Section
Detroit Bar Association	- Workers' Disability Compensation
Michigan Self-Insurers' Association	Section

OTHER

Presenter or guest lecturer for numerous clients and organizations including: Genesys Occupational Health Network, Employers Association of America, McLaren Occupational Health Services, Metropolitan Detroit Bureau, Michigan Society of Hospital Risk Management, Mercy Health Systems, Michigan Pharmaceutical Association, Monroe County Chamber of Commerce, Michigan Plating Association, Michigan Job Service Employers' Counsel, Health Care Personnel Administration Organization, Henry Ford Health System, Eastern Michigan University, University of Michigan - Dearborn, Michigan Public Employers Labor Relations Association (MPELRA), Michigan Association of Municipal Attorneys, and Michigan Occupational and Environmental Medicine Association (MOEMA).



GARY P. KING
Direct Dial: (313) 965-8922
Fax: (313) 965-4480
gpk@kellerthoma.com

EDUCATION

Juris Doctor Cum Laude, 1980, University of Michigan
Bachelors of Arts, 1978, Wayne State University

BAR ADMISSIONS

1981 - State Bar of Michigan
1981 - United States District Court, Eastern District of Michigan
1983 - United States Court of Appeals, Sixth Circuit

AREAS OF PRACTICE

Principal in the firm specializing in collective bargaining negotiations, contract administration, grievance arbitration, personnel policy development, school law, teacher tenure, employment-related litigation and administrative proceedings.

PROFESSIONAL MEMBERSHIPS

American Bar Association	State Bar of Michigan
- Labor and Employment Law Section	- Labor Relations Law Section
- Litigation Section	National Association of School Board Attorneys
Michigan Council of School Attorneys	
Detroit Bar Association	

PUBLICATIONS

Co-Author, "Privatization and Collective Bargaining," Michigan Public Employment and Labor Relations Law, 537-42 (1994).

OTHER

Presenter or guest lecturer for numerous clients and organizations including: Northwestern University Traffic Institute's School of Police and Staff Command, the Michigan Tooling Association, the Michigan Association of School Boards, the Flint Area Personnel Administrators, the Michigan Association of School Personnel Administrators, SCH Inc., the Institute of Continuing Legal Education, Genesys Occupational Health Network, the Lenawee County Personnel Administrators, the FBI National Academy and the Michigan Association of Homes and Services for the Aging.



Gouri G. Sashital
Direct Dial: (313) 965-8936
Fax: (313) 965-4480
ggr@kellerthoma.com

EDUCATION

Juris Doctor, 2002, Wayne State University
Bachelor of Arts, Magna Cum Laude, 1998, University of Michigan

BAR ADMISSIONS

2002 - State Bar of Michigan
2004 - United States District Court, Eastern District of Michigan
2006 - United States Court of Appeals, Sixth Circuit

AREAS OF PRACTICE

Partner in the firm with practice concentrated in employment law, including advising and defending employers with respect to claimed civil rights violations, wrongful discharge, unlawful retaliation, and Family Medical Leave Act violations; and school law, including student discipline. Ms. Sashital also has extensive experience advising and defending school districts with respect to special education matters, including with regard to investigations and complaints by the state Department of Education and the federal Departments of Education and Justice.

PROFESSIONAL MEMBERSHIPS

State Bar of Michigan
-Labor and Employment Section

Michigan Defense Trial Counsel
- Labor and Employment Section Chair



Chelsea K. Ditz
Direct Dial: (313) 965-8281
Fax: (313) 965-4480
ckd@kellerthoma.com

EDUCATION

Juris Doctor, 2008, Wayne State University
Bachelor of Arts, 2005, University of Michigan

BAR ADMISSIONS

2009 - State Bar of Michigan
2010 - United States District Court, Eastern District of Michigan

AREAS OF PRACTICE

Associate in the firm with practice concentrated in labor and employment law, including collective bargaining negotiations, contract administration, grievance processing, mediation and arbitration. Ms. Ditz advises clients on employment issues, including issues presented by the Family Medical Leave Act, the Americans with Disabilities Act, Michigan's Elliot-Larsen Civil Rights Act, the Fair Labor Standards Act and other state and federal statutes and regulations.

PROFESSIONAL EXPERIENCE

SEIU HEALTHCARE MICHIGAN Attorney/Member Representation
2011-2013

Representation of union as lead negotiator in collective bargaining, representation of union in grievance, mediation and arbitration proceedings.

PROFESSIONAL MEMBERSHIPS

State Bar of Michigan



LEAH M. HURVITZ
Direct Dial: (313) 965-8912
Fax: (313) 965-4480
lmh@kellerthoma.com

EDUCATION

- Juris Doctor, 2015, Michigan State University College of Law, Magna Cum Laude
- Bachelor of Arts in Social Relations and Policy; Comparative Cultures and Politics, 2011, James Madison College at Michigan State University

BAR ADMISSIONS

- State Bar of Michigan

CLERKSHIPS

Law Clerk to the Hon. Archie L. Hayman, Genesee County Circuit Court, 2015-2017

AREAS OF PRACTICE

Associate in the firm with practice concentrated in employment law, including the defense of claimed civil rights violations, wrongful discharge and unlawful retaliation.

PROFESSIONAL MEMBERSHIPS

- State Bar of Michigan
- Intellectual Property Law Section

PUBLICATIONS

Can't Touch This: A Comparative Analysis of Sampling Law in the United States and Internationally, MICHIGAN STATE UNIVERSITY COLLEGE OF LAW INTERNATIONAL LAW REVIEW (Jan. 2015)



E. Contact information for at least three pertinent references with which the law firm had provided legal advice.

Scott D. Church, City Administrator
City of Trenton
2800 Third Street
Trenton, Michigan 48183
Phone Number: 734-675-6500
Fax: 734-675-4088
Email: schurch@trenton-mi.com

Todd A. Drysdale, City Administrator
City of Wyandotte
3200 Biddle Avenue, Suite 300
Wyandotte, Michigan 48192
Phone Number: 734-324-4566
Fax: 734-324-4552
Email: tdrysdale@wyandottemi.gov

Patrick Sullivan, City Manager
City of Northville
215 West Main Street
Northville, Michigan 48167
Phone Number: 248-449-9905
Fax: 248-349-9244
Email: psullivan@ci.northville.mi.us

F. The law firm must disclose any conflicts of interest to their accepting an award of the contract, and if a conflict of interest exists, the manner in which said conflict of interest would be rectified, if said contract is awarded to the law firm.

None.

G. Provide a list of the last five (5) collective bargaining agreements negotiated by the lead attorney and for what governmental entity.

Mr. Schwartz negotiated the following collective bargaining agreements in 2017 and 2018. We listed more than five because of the diverse nature of these negotiations and the issues involved.

Grosse Pointe Public Library and Librarians Association
Grosse Pointe Public Library and Support Personnel Association



Midland, City of and Fire Fighters
Northville, City of and COAM
Northville, City of and POAM
Northville, City of and MAPE
Northville, City of and AFSCME
Shiawassee Health and Wellness and Supervisory Employees
Ypsilanti, City of and POAM
Ypsilanti, City of and COAM

H. Provide a list of case names handled by the lead attorney involving any labor or employment law matter before the Michigan Employment Relations Commission, Circuit Courts (any jurisdiction) and/or Court of Appeals.

Our firm has the depth of experience and number of attorneys to handle, in an efficient manner, all collective bargaining, arbitration and litigation matters assigned to us by the Township. Each of the attorneys identified in this proposal work full-time and provide a high level of attention and service to our clients. Mr. Schwartz and the other KELLER THOMA attorneys answer all calls within twenty-four hours and eighty percent of all calls within one to two hours. We routinely complete most assignments within a week. If necessary, we work on evenings and weekends to accommodate client needs. The growth of our practice has been through client service.

Mr. Schwartz was the lead attorney in all of the following cases. Only the six most recent MERC cases are listed.

Michigan Employment Relations Commission Decisions

Detroit Water and Sewerage Dept. and AFSCME, Locals 207, 2920 and 2394
30 MPER ¶ 52 (2017)

Detroit Water and Sewerage Dept. and ADE
MERC Case No. C16 F-070 (not yet published) (2017)

Detroit Water and Sewerage Dept. and AFSCME, Locals 207, 2920 and 2394
30 MPER ¶ 49 (2017)

Detroit Water and Sewerage Dept. and AME
MERC Case No. C16 F-069 (not yet published) (2016)

Detroit Water and Sewerage Dept. and SCATA
30 MPER ¶ 28 (2016)

Detroit Water and Sewerage Dept. and UWUA
30 MPER ¶ 31 (2016)



Michigan Employment Relations Commission Act 312 Awards

Municipality	Union	Arbitrator	Award Date	Case No.
Wyandotte	POLC	Barry C. Brown	12/1998	D96 I-2777
Cheboygan County	POLC (Deputies and Command)	Mark J. Glazer	07/1999	L97 H-3012 L97 H-3013
Bloomfield Hills	POLC	Jerold Lax	04/2004	D02 A-0009
Trenton	MAP	Karen Bush Schneider	04/2004	D03 D-0798
Lathrup Village	POLC	J. Edward Simpkins	08/2004	D02 B-0224
Romulus	POAM	Eugene Lumberg	02/2005	D02 B-0210
Wyandotte	IAFF, Local 366	Maurice Kelman	09/2005	D02 J-2309
Romulus	POLC	Karen Bush Schneider	12/2006	D04 C-0487
Woodhaven	MAP	Barry C. Brown	03/2007	D03 G-2163
Wyandotte	POAM	Mario Chiesa	06/2007	D04 C-0543
Trenton	MAP	Thomas L. Gravelle	08/2007	D05 K-1200
Romulus	POAM	George T. Roumell, Jr.	06/2011	D10 J-1033
Wyandotte	POAM	George T. Roumell, Jr.	09/2013	D12 C-0233
Bay City	IAFF, Local 116	Micheal J. Falvo	12/2013	L13 A-0046

To obtain Act 312 Arbitration Awards: <http://www.lib.msu.edu/branches/bus/act312/>

Michigan Court of Appeals

DWSD and GLWA v AFSCME Council 25 and IUOE,
 Unpublished Opinion WL 5616097 (2017)

Miller-Webb v Genesee County,
 Unpublished Opinion WL 1579016 (2016) (employment law)

City of Wyandotte v Police Officers Association of Michigan,
 Unpublished Opinion WL 160282 (2015)

Faust Public Library v AFSCME Council 25,
 311 Mich App 449 (2015)

Decker v City of Wyandotte,
 Unpublished Opinion WL 31956958 (2002) (retiree health benefits)



KELLER THOMA

Charter Township of Plymouth
Request for Proposal for Labor & Employment Law Services
Page 20

United States Court of Appeals for the Sixth Circuit

White v Simpson Industries,
Unpublished Opinion WL 45240 (6th Cir. 2001) (employment law)

Elsley v Burger King,
917 F.2d 256 (6th Cir. 1990) (employment law)

Buckner v Highland Park,
901 F.2d 491 (6th Cir. 1990) (employment law)



Cost Proposal

Clearly identify each of the following:

- A. The job title or classification and hourly rate of all individuals to be utilized in the representation of the Township based upon his/her area of legal expertise.**

Our firm bills on an hourly basis for services rendered. Statements for professional services are rendered on a monthly basis and set forth the name of the attorney, time, summary of the matter and dollar amount.

Partner/Principal Attorney	\$175.00/Hour
Associate Attorney	\$165.00/Hour
Paralegal	\$100.00/Hour

- B. The charges for telephone, file review, copying, facsimile, messenger services, and related costs not included in the firm's hourly fee schedule.**

Copies \$.20 per page; other expenses are charged at actual cost.

- C. The additional fees, costs or other charges for which the firm will anticipate reimbursement, including travel costs, if any.**

No charge for mileage; we charge the normal billable rate for travel time, between 8:00 a.m. and 6:00 p.m.

- D. A description of the firm's policy or organizational structure for all discovery procedures, court appearances, trial work, research, absent/conflict coverage, and file administration.**

Before commencing work on a litigation matter we conduct a conflict of interest check and verify that the matter is not covered by insurance for litigation defense. We discuss with the client any need for research before starting that research. Only one attorney appears at a deposition or court appearance. If a matter is going to trial, we discuss with the client whether it is advantageous to have a second attorney assist with the trial. In most cases, if two attorneys attend a meeting, the client is only charged for one. Most work in discovery is prepared by an associate, to conserve costs. All pleadings are sent to the client for review before filing and the client receives a file copy of every document we prepare. We retain files for seven years, and either shred them or turn them over to the client.



NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the law firm certifies that:

1. This proposal has been independently arrived at without collusion with any other law firm or with any competitor or potential competitor.
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this service, to any other law firm, competitor or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit a proposal.
4. The person signing this proposal certifies that he/she has fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the law firm as well as to the person signing on its behalf.

By:


Steven H. Schwartz

Its: Partner

Address: 26555 Evergreen Road, Southfield, Michigan 48076

Contact: 313-965-8919 (office)
313-590-9935 (cell)



**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JUNE 12, 2018**

ITEM F.3

**Labor Attorney Interviews
Cummings, McClorey, Davis &
Acho, P.L.C**

Cummings, McClorey, Davis & Acho, P.L.C.
Proposal for Labor & Employment Law Services
Charter Township of Plymouth

Proposal Deadline: April 13, 2018 at 3:00 p.m.

CUMMINGS • MCCLOREY



DAVIS & ACHO, P.L.C.

ATTORNEYS AND COUNSELORS AT LAW

17436 College Parkway • Livonia, Michigan 48152
Telephone: (734) 261-2400 • sbartos@cnda-law.com • www.cnda-law.com

Firm Background and History

Founded in 1965, Cummings, McClorey, Davis & Acho, P.L.C. (CMDA) is a premier, AV[®] rated law firm comprised of approximately 45 attorneys. CMDA maintains offices throughout Michigan in Livonia, Clinton Township, Grand Rapids, and Traverse City. CMDA also maintains offices in Riverside, California and Kansas City, Missouri.

Our attorneys consistently receive recognition for their excellence in the practice of law. CMDA's seasoned and accomplished partners have been recognized as Leaders in the Law by *Michigan Lawyers Weekly*, Top Rated Lawyers by Martindale-Hubbell, Super Lawyers by Michigan Super Lawyers, and Top Lawyers in various areas of the law by *dBUSINESS* magazine. In addition, CMDA's young and innovative legal minds have been named Rising Stars by Michigan Super Lawyers and Up & Coming Lawyers by *Michigan Lawyers Weekly*. Further recognizing their knowledge of the law, our attorneys have authored handbooks, such as *Employment Law in Michigan: An Employer's Guide* for the Michigan Institute for Continuing Legal Education and the *Open Meetings Act Handbook*.

CMDA provides legal services to a broad spectrum of clients, including governmental entities, national and international corporations, insurance companies, small- and medium-sized companies, employers, individuals, and many others. CMDA has provided general liability defense to hundreds of governmental entities. CMDA has served as defense counsel to the Michigan Municipal Risk Management Authority (MMRMA) since its inception in 1980. MMRMA has grown to become the largest liability and property pool in Michigan.

We unfailingly meet and exceed our clients' expectations – a product of our commitment to develop result-oriented solutions and willingness to go the extra mile for our clients. Our approach to the practice of law reflects our belief in balance:

- balancing the need to reduce risk and assure compliance with the need to get the job done;
- balancing the need for careful, thorough, and expert legal work with the need to keep legal expenses under control; and
- balancing the need to make adversarial points vigorously and convincingly with the need to bring disputes and negotiations to a close.

Our attorneys provide legal advice and consultation to boards, commissions, councils, departments, and other levels of government on virtually every issue that arises in the context of municipal governance. Some of the issues in which CMDA provides legal advice and consultation, include labor and employment issues, intergovernmental operating agreements, government contracts, drafting ordinances, statutes and code, ordinance enforcement and prosecution, public works infrastructure projects and improvements, taxation, finance, environmental regulations, condemnation and eminent domain, sewer and water, elections, insurance, health care, public disclosure obligations, administrative law, and public policy. CMDA frequently attends meetings to advise elected and appointed officials on complex and sensitive matters of public concern.

Summary of Experience

Attorneys in the Firm's labor and employment practice group are available to assist clients with day-to-day employment issues that may arise. Attorneys stand ready to guide the Charter Township of Plymouth through the development of personnel policies, employee handbooks, discharge issues, contract interpretations, internal investigations, individual employment agreements, litigation of employment issues relating to sex, age, religious, ethnicity, disability discrimination or harassment, Family and Medical Leave Act requests, layoffs, workplace injuries, and workplace violence issues. We are well-versed in Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Whistleblower Protection Act, the Elliott-Larsen Civil Rights Act, and the Persons with Disabilities Civil Rights Act.

CMDA's professionals have appeared in hearings before the Michigan Employment Security Commission, the Michigan Employment Relations Commission, and the National Labor Relations Board and represented municipal clients in litigation matters held before the Michigan Civil Rights Commission, the Act 78 Police & Fire Civil Service Commission, the Department of Labor, the Equal Employment Opportunity Commission, the Bureau of Workers' Disability Compensation, and the Michigan Occupational Safety and Health Administration's Wage and Hour Division.

Our labor and employment practice group includes preventive counseling. We conduct comprehensive employment audits to expose problem areas before they become legal nightmares. Often, our attorneys are called upon to prepare and review employment policies and procedures manuals to ensure compliance with federal and state laws. This can result in very real cost savings, as well as intangible personnel benefits.

Given the opportunity, we would like to apply our unparalleled experience in municipal law to provide labor and employment services to the Charter Township of Plymouth.

CMDA can assist the Charter Township of Plymouth in the following areas:

- Union Negotiations and Labor Contract Administration
- Grievance Arbitrations
- Public Act 312
- Unfair Labor Practice Charges Before MERC
- Whistleblower Protection Act
- Employment Matters
- Employment Litigation
- EEOC and MDCR Charges

Union Negotiations and Labor Contract Administration

Attorneys at CMDA negotiate collective bargaining agreements on behalf of our clients. Our goal is to facilitate a cooperative partnership between our clients and their various unions for optimum results using an interest based bargaining approach. We attempt to identify the real underlying concerns of the parties through joint problem solving. Our skilled negotiators offer innovative “out of the box” approaches to matters such as health insurance, pensions and buy-outs, which have recently been of prominent concern to our clients. These skills traverse both the public and private sector to offer a broad range of solutions and options while developing negotiation strategies with management. We have also taken a tough line approach when necessary and assisted clients to successfully implement last best offers after bargaining to impasse.

Acting as your labor relations partners, CMDA can help the Charter Township of Plymouth achieve your objectives in all aspects of collective bargaining and contract administration, including:

- Collective bargaining strategy development
- Mediation representation
- Interest based bargaining
- Contract interpretation
- Grievance arbitration
- Strike and related legal matters

Grievance Arbitrations

CMDA regularly and vigorously defends governmental entities throughout Michigan in individual and group grievance arbitrations. Our attorneys are committed to assisting clients during the internal processing of grievances and prior to the hearing stage. Our objective is to promote cooperative labor management relations while conserving economic resources through facilitative mediation. We have attorneys certified under the Michigan Supreme Court’s Mediator Training Program who employ their skills in this area.

Public Act 312

Attorneys stand ready to guide the Charter Township of Plymouth through Act 312 proceedings. Our attorneys are well versed in the unique procedures and vagaries of Act 312 as it relates to the contracts for police and firefighter bargaining units. CMDA has successfully led several municipal clients through the Act 312 compulsory arbitration process. We save our clients substantial fees and avoid costly awards by negotiating resolutions to matters during Act 312 hearings. CMDA has resolved matters over the years for police and fire unions. Additionally, even during tough economic times, CMDA has secured favorable Act 312 awards for municipalities. Our attorneys have made significant contributions to Act 312 post arbitration briefs for other municipalities in arbitrations with its police officers and its Sergeants and Lieutenant Associations.

Unfair Labor Practice Charges before MERC

CMDA has practiced extensively before administrative agencies including without limitation the Michigan Employment Relations Commission, Michigan Occupational Safety and Health Administration, the Equal Employment Opportunity Commission, the National Labor Relations Board and the State and Federal Departments of Labor.

Our representation of clients before the Michigan Employment Relations Commission (MERC) includes unfair labor practice charges against the Charter Township of Redford, City of Dearborn Heights, and the Oakland County Community Mental Health Authority. Our specialized knowledge and skill, which makes us successful at MERC, mirrors our winning experience at the National Labor Relations Board on the private sector side. Examples include representation of auto suppliers, car dealerships, grocery chains, distributors, and manufacturers in defeating charges alleging discharges for union activities, alleged refusals to bargain after implementation of last best offer, violations of employees' rights to engage in protected concerted activities in union campaigns, and identification of appropriate bargaining units.

Whistleblower Protection Act

Any employee who has been terminated can claim they were fired for inappropriate reasons, including whistleblowing. Our attorneys understand how seriously these types of claims can affect your business reputation and operations. That is why we will use our experience to aggressively fight these charges and protect the face of your agency.

CMDA provides experienced and highly-sophisticated representation to employers throughout Michigan. Our clients benefit from our attorneys' extensive, wide-ranging experience responding to subpoenas and other governmental inquiries that commonly precede whistleblower litigation. Frequently, we are able to navigate the proceedings successfully in the early stages to avoid government intervention and sometimes litigation altogether. In the event the matter is not resolved, our trial team is well-prepared to handle these issues in court.

Further, we help clients protect themselves by strengthening their internal compliance programs, including incorporating a culture of compliance, making reporting procedures readily accessible to employees, protecting privileged communications from misuse, and making sure that employee complaints are investigated thoroughly, promptly and, if necessary, addressed quickly.

Employment Matters

Attorneys have assisted clients through a wide variety of legal challenges, including employee discipline and discharge, at-will and just-cause contracts, arbitration, allegations of discrimination, Family and Medical Leave Act (FMLA) requests, and reductions in force. Our attorneys have advised clients through the review of credentials and backgrounds of prospective employees and the hiring process including the development of employee contracts.

For instance, we recently prepared an employment contract between a community college and its new President, outlining her duties and responsibilities to comply with state law and Board policies. In doing so, our attorneys reviewed the individual's credentials. Our attorneys have reviewed employee policies, including updating criminal, financial, and educational background check policies and implementing a conflict of interest policy.

Our attorneys have reviewed proposed Corrective Action Plans for employees who have failed in their duty to meet the goals of their employer. We have prepared our clients for issuing verbal and written warnings to staff members, given advice and recommendation as to appropriate disciplinary action, and have reviewed our clients' decisions to terminate employees.

Toxic employees who have negative impacts on the proper functioning of a governmental entity can be particularly problematic. Our attorneys coach clients on how to handle a toxic employee, how to contain and control such an employee, and the options for the client regarding rehabilitation or discipline of the employee.

Further, we have handled communication with clients on the proper procedures required for relinquishing employment, prepared agreements for employees who desire to leave before the close of their contract, as well as advised our clients of whether their obligations to an employee may be relieved under a Separation Agreement. We have also handled reduction in force issues on behalf of our governmental entity clients.

Employment Litigation

CMDA aggressively defends employers from claims of wrongful discharge, discrimination, harassment claims, sexual harassment claims, State and Federal wage and hour (FLSA) law, Family Medical Leave Act (FMLA) claims, and Americans with Disabilities Act (ADA) claims. Our attorneys provide representation before state and federal and governmental administrative agencies. Our Firm enjoys a very high success rate for dismissals on motions supported by sound, yet creative legal arguments. We are tenacious in our quest to obtain admissions from the opposing party employing effective cross examination strategies during depositions and work closing with our clients to search out evidence supportive to the defense.

When the matter must be decided by a jury, our imaginative team of trial attorneys has successfully obtained favorable jury verdicts in the vast majority of our cases. When the liability exposure is unfavorable we work to achieve closure with the most economical outcome.

Additionally, CMDA is sensitive to the needs of our clients to maintain good public relations. We consult with our clients on these needs and work with them to create strategies to address them as we posture the litigation.

Preventing employee litigation is a sound, long-term business strategy. We specialize in helping employers develop and implement pro-active employment policies and handbooks to guard against

litigation by individuals or organized labor. Our experienced and knowledgeable attorneys routinely review, research and certify clients' documentation, including drug and alcohol policies, HIPPA, and Title VI of the Civil Rights Act policies. Other tools aimed at preventing employee litigation include regularly providing clients with legal update summaries, such as the EEOC's guidelines for *Religious Garb and Grooming in the Workplace: Rights and Responsibilities* and frequently offering training and conducting educational seminars on a variety of legal topics. Taking these steps now, can avoid future liability and costly litigation.

EEOC and MDCR Charges

Our Firm's successful representation of governmental entities in Federal and State civil rights charges before the Equal Employment and Opportunity Commission (EEOC) and the Michigan Department of Civil Rights (MDCR) gives our attorneys the ability to respond rapidly to the particular needs of employers. Issues we handle include sex, race, age, religious, ethnic, and disability discrimination/harassment under Federal Statutes: Title VII of the Civil Rights Act, the Age Discrimination in Employment Act and the Americans with Disabilities Act and the Family and Medical Leave Act. We represent clients also at the state level on Elliott-Larsen Civil Rights claims and Persons with Disabilities Act claims.

Governmental Entity References

Our Firm is fortunate to have a large and diverse client base. Our clients include a number of cities, counties, townships, community colleges, insurance companies, and private employers. Clients range from large cities to small cities and include some of the largest employers in America. That is why there is virtually nothing that the Charter Township of Plymouth would face that our Firm has not already handled successfully. As requested, we have provided the contact information for governmental entities that are comparable in scope to the proposed project.

City of Dearborn Heights

Krystina Laslo

Mayor's Assistant

6045 Fenton

Dearborn Heights, Michigan 48127

Telephone: (313) 791-3490

Dates of Service: 1993-Present

Description of Service: CMDA acts as special counsel to the City of Dearborn Heights on various matters, including employment litigation.

References (continued)

Van Buren Township

Leon Wright

Clerk

46425 Tyler Road

Van Buren Twp., Michigan 48111

Telephone: (734) 699-8900

Dates of Service: 1984-Present

Description of Service: CMDA provides general legal services, as well as labor and employment law services.

Van Buren Township

Sharry Budd

Treasurer

46425 Tyler Road

Van Buren Twp., Michigan 48111

Telephone: (734) 699-8900

Dates of Service: 1984-Present

Description of Service: CMDA provides general legal services, as well as labor and employment law services.

Charter Township of Redford

Tracey Schultz Kobylarz

Township Supervisor

15145 Beech Daly

Redford, Michigan 48239

Telephone: (313) 387-2700

Dates of Service: 1974-2017

Description of Service: *CMDA acted as General Counsel for the Charter Township of Redford from 1974-2017, which required the review of all contracts and documents, representation in litigated matters, as well as counsel in all areas of municipal law.*

Oakland Community College

Eileen Husband, Esq.

General Counsel

2480 Opdyke Road

Bloomfield Hills, MI 48304

Telephone: (248) 341-2184

Dates of Service: 2017-Present

Description of Service: CMDA defends the College in employment litigation and agency matters and other litigation matters.

Michigan Municipal Risk Management Authority (MMRMA)

Starr M. Kincaid, Esq.

Legal Services Manager

14001 Merriman Road

Livonia, Michigan 48154

Telephone: (734) 513-0300

Dates of Service: 1980-Present

Description of Service: CMDA has served as defense counsel to the MMRMA since its inception in 1980.

Experience and Qualifications of Lead Personnel

CMDA is proposing Suzanne P. Bartos be assigned as the lead attorney to assist the Charter Township of Plymouth. Ms. Bartos will be assisted primarily by Elizabeth Rae-O'Donnell, Ronald G. Acho, and James R. Acho. The experience of those attorneys follows.

Suzanne P. Bartos, a partner in our Livonia office, focuses her practice on litigation, employment and labor law, insurance defense, and municipal law. She has been with the Firm since 2015.

Ms. Bartos specializes in employment and labor law, providing contract negotiations and interpretation services to municipalities. She has much experience in grievance arbitration, contract negotiation and other labor related issues. In addition to labor law, Ms. Bartos routinely provides assistance in employment relations matters including State and Federal laws such as FLSA and FMLA. She represents clients at the administrative level involving unemployment appeals as well as discrimination complaints filed with the MDCR and EEOC. Ms. Bartos has counseled numerous clients in developing and administering employment manuals and policies.

She is a member of the State Bar of Michigan (Labor & Employment Law Section, and Masters Lawyers Section), Michigan Council of School Attorneys, and Michigan Association of Public School Academies.

Ms. Bartos was admitted to the State Bar of Michigan on May 24, 1984 and her Registration Number is P36490. She may be reached in our Livonia office at (734) 261-2400 or sbartos@cmda-law.com.

Elizabeth Rae-O'Donnell, an attorney in our Livonia office, focuses her practice on municipal law, and employment and labor law and litigation, and education law. She has been with the Firm since 2013.

Prior to joining the Firm, Ms. Rae-O'Donnell worked for the City of Southfield as an assistant city attorney for nearly 23 years. An addition to general municipal law, she handled all aspects of employment and labor law for the City of Southfield, including investigating sexual harassment, discrimination, ADA, FMLA and FLSA claims; appearing before local administrative and City pension boards; conducting FMSC arbitration hearings; representing the City on front of the Wage and Hour division of the State of Michigan; and appearing as co-counsel on employment litigation matters in Circuit Court. She offers contract negotiation and interpretation services to Community Colleges and municipalities.

In addition, Ms. Rae-O'Donnell has extensive experience in interpreting the Freedom of Information Act (FOIA), as well as Michigan's Open Meeting Act (OMA).

She is a member of the State Bar of Michigan (Public Corporation and Labor and Employment sections), Michigan Association of Municipal Attorneys (MAMA), Federal Bar Eastern District, Oakland County Bar Association and Planning Commissioner for the City of Farmington Hills.

Ms. Rae-O'Donnell was admitted to the State Bar of Michigan on May 27, 1988 and her Registration Number is P41529. She may be reached in our Livonia office at (734) 261-2400 or erae@cmda-law.com.

Ronald G. Acho, a partner in our Livonia office and co-founder of the Firm, focuses his practice on labor and employment law, utility law, complex litigation and class actions, business litigation and workers' disability law. He has been with the Firm since 1975.

A senior trial attorney specializing in labor related matters including workers' compensation, discipline, discharge and employment civil rights, Mr. Acho also has extensive experience in collective bargaining, contract maintenance, grievance arbitration and seminar lectures.

Mr. Acho's practice areas also include labor contract negotiation and administration, representation before the NLRB and MERC in unfair labor practice claims, arbitration of contract disputes, preparation of affirmative action plans, OSHA and MIOSHA complaints, employment contracts, preparation of employee manuals, litigation under state and federal civil rights laws, and employment-related tort litigation.

He is a member of the State Bar of Michigan, American Bar Association, Federal Bar Association, and Chaldean Bar Association. He received a Juris Doctor degree, from the Detroit College of Law and a Bachelor of Arts degree, *summa cum laude*, in Marketing and Business Administration from the University of Detroit.

Mr. Acho was admitted to the State Bar of Michigan on May 29, 1974 and his Registration Number is P23913. He may be reached in our Livonia office at (734) 261-2400 or racho@cmda-law.com.

James R. Acho, a partner in our Livonia office, focuses his practice labor and employment law, law enforcement defense, personal injury, and sports and entertainment law. He has been with the Firm since 2000.

He has carved out a reputation for representing municipalities, specifically in police litigation, and he is experienced in the areas of litigation avoidance, collective bargaining, the grievance and arbitration process. Further, he handles employment litigation from both the plaintiff and defense side and routinely garners positive result for all of his clients.

He is a member of the American Bar Association, State Bar of Michigan, American Trial Lawyers Association and Michigan Trial Lawyers Association.

Mr. Acho was admitted to the State Bar of Michigan on January 16, 2001 and his Registration Number is P62175. He may be reached in our Livonia office at (734) 261-2400 or jacho@cmda-law.com.

Conflict of Interest

CMDA is not aware of any past or existing client relationships from which a conflict of interest may arise if the Charter Township of Plymouth selects and forms an attorney/client relationship with CMDA. CMDA has never brought or threatened legal action against the Charter Township of Plymouth. CMDA does not represent any real estate developers doing business with, or anticipating doing business with the Charter Township of Plymouth. CMDA does not currently represent any other local units of government having jurisdiction within the Charter Township of Plymouth.

Cases Handled by Lead Attorney

Below is a listing of recent collective bargaining agreements negotiated by lead attorney Suzanne Bartos, as well as cases involving labor and employment law matters before the Equal Employment and Opportunity Commission (EEOC), the Michigan Employment Relations Commission (MERC), and Circuit Courts (any jurisdiction):

Recent Collective Bargaining Agreements

Dearborn Heights, Police Officers Association of Michigan (DHPOAM)
Dearborn Heights, Command Officers Association of Michigan (DHCOAM)
Dearborn Heights, Professional Fire Fighters Union, Local 1355 AFL-CIO
Van Buren Township, Police Officers Labor Council (POLC)- Patrol and Dispatch
Van Buren Township, Police Officers Labor Council (POLC)- Command
Van Buren Township, Michigan Association of Fire Fighters (MAFF)

Recent Cases before the Equal Employment and Opportunity Commission (EEOC)

Gleason v Suburban
Revord v Suburban
Turner v Suburban
Gill v Suburban
Bell v Suburban
Bussey v Fintex
Gunderson v General RV
Zuolago v General RV (Florida)
Quesada v General RV (Utah)
Demahl v General RV

Recent Cases before the Michigan Employment Relations Commission (MERC)

Skazalski v Dearborn Heights
Harnden v Suburban

Cases Handled by Lead Attorney (continued)

Recent Circuit Court Cases

Marinucci v Northville Township

Bowlin v Northville Township

Lee V Monroe

Russell v O'Reilly

Ruth v O'Reilly

Young v O'Reilly

Reick v Suburban

Bigelow v Suburban

Downey v Suburban

Mitnick v Suburban

Accessibility and Responsiveness

CMDA will handle all matters for the Charter Township of Plymouth promptly and efficiently. Our attorneys and well-trained support staff are equipped to handle robust caseloads. Though our attorneys currently maintain full caseloads, our support staff makes every effort to ensure that schedules are flexible enough to accommodate situations that necessitate immediate action. In addition, we have developed and implemented procedures to ensure that we serve all of our clients in a prompt and efficient manner.

Our Firm strongly believes that a successful and constructive partnership with clients starts with effective communication. Therefore, in order to best assist the Charter Township of Plymouth, it is critical that we have on-going communications and discussions. We may be reached in whichever manner you deem to be most efficient, helpful and convenient- whether it is face-to-face meetings, telephone, cell phone or e-mail.

CMDA is located less than six miles from the Charter Township of Plymouth. If an unscheduled, urgent meeting was to arise, our attorneys would make themselves available to attend the meeting personally. In the event that we are not available to attend the meeting personally, we will use our Firm's technological assets to attend the meeting via teleconference or video-conferencing. Whether the meeting is scheduled or of an urgent matter, you can trust us to be there.

Clients deserve a quick response time to any matter. We will give the Charter Township of Plymouth the highest priority and are committed to providing superior service. When legal assistance is requested, we will provide an estimated time of completion and will keep you apprised of any delays or special considerations.

Our attorneys are available 24 hours a day by phone as necessary. We return all phone calls by the end of the business day or sooner. We have excellent staff that is aware of where we are at any given moment and can put us in touch with our clients immediately.

CMDA's commitment to provide superior legal services and develop results-oriented solutions, along with our willingness to go the extra mile for our clients is what sets us apart from other law firms. We stand ready to guide the Charter Township of Plymouth through any legal situation that may arise.

Cost Proposal

Having represented governmental clients for 53 years, CMDA is sensitive to the fact that our fees are ultimately paid from revenue generated by taxes and fees. By providing legal services efficiently and economically - without billing for unnecessary tasks - we help preserve limited resources.


CMDA proposes to provide labor and employment legal services to the Charter Township of Plymouth the baseline hourly rate of \$195/hour. Our Firm bills in one-tenth hour increments on a monthly basis, with specific details provided of all activities.

All Attorney Work	\$195/hour
Paralegal and Law Clerks	\$125/hour
Copying	\$.20/per sheet
Faxing	No charge
Mileage	No charge
Postage	USPS Standard Rate

NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the law firm certifies that:

1. This proposal has been independently arrived at without collusion with any other law firm or with any competitor or potential competitor.
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this service, to any other law firm, competitor or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit a proposal.
4. The person signing this proposal certifies that he/she has fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the law firm as well as to the person signing on its behalf.

By: 
Ronald G. Acho

Its: Co-Founder and Equity Partner

Address: Cummings, McClorey, Davls & Acho, P.L.C.
17436 College Parkway
Livonia, Michigan 48152

Contact: Suzanne P. Bartos
Lead Attorney
Telephone: (734) 261-2400
E-Mail: sbartos@cnda-law.com

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JUNE 12, 2018**

ITEM F.4

**Contract with Albanese & Lutzke
for Golf Course Master Plan
Resolution #2018-06-12-34**



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

MEETING DATE: June 12, 2018

ITEM: Contract with Albanese & Lutzke for Golf Course Architecture & Construction Management Services, Hilltop Golf Course, Resolution #2018-06-12-34

PRESENTER: Supervisor Heise

BACKGROUND: One of the recommendations of the Golf Course Committee is to hire a professional golf course consultant to develop a Master Plan for Hilltop Golf Course that incorporates Hilltop, the 'triangle property' and Township Park. The firm of Albanese and Lutzke can accomplish this task, and they are located here in the Plymouth Community. The firm's principal, Paul Albanese, will be at our meeting to answer any questions you may have.

PROPOSED MOTION: I move that the Board of Trustees authorize Resolution #2018-06-12-34, approving the contract with Albanese and Lutzke for Golf Course Architecture and Construction Management Services, in an amount not to exceed \$14,000, and to authorize the Supervisor and Clerk to sign same.

Moved By _____ Seconded By _____

ROLL CALL:

___Vorva___ Curmi, ___ Clinton, ___Heitman, ___Doroshewitz, ___Dempsey, ___Heise

CHARTER TOWNSHIP OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

RESOLUTION #2018-06-12-34

CONTRACT FOR GOLF COURSE ARCHITECTURE AND CONSTRUCTION MANAGEMENT
SERVICES

WHEREAS, the Charter Township of Plymouth Board of Trustees held a regular meeting on Tuesday, June 12, 2018 at 7:00 pm at the administrative offices located at 9955 N Haggerty Road, Plymouth, MI 48170 to consider a proposal to develop a Master Plan for Hilltop Golf Course that incorporates Hilltop, the "triangle property" and Township Park, and,

WHEREAS, the local firm of Albanese & Lutzke has offered their professional services to provide this master plan to assist the Township Board in considering alternatives and making informed decisions about the future of these properties, and,

WHEREAS, Albanese & Lutzke, as a Plymouth Community Firm with familiarity with these properties has offered their professional services to accomplish this goal,

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Charter Township of Plymouth hereby authorizes Resolution #2018-06-12-34, approving the Contract with Albanese and Lutzke for Golf Course Architecture and Construction Management Services, in an amount not to exceed \$14,000.00, and hereby authorizes the Township Supervisor and Township Clerk to sign same on behalf of the Charter Township of Plymouth.

Moved by: _____ Supported by: _____

Roll Call:

____ Curmi, ____ Vorva, ____ Heise, ____ Clinton, ____ Heitman, ____ Doroshewitz, ____ Dempsey

Jerry W Vorva, Plymouth Township Clerk

I, Jerry Vorva, Clerk of the Charter Township of Plymouth, hereby attest that this is a true and complete copy of a resolution offered to and _____ by the Charter Township of Plymouth Board of Trustees on a regularly scheduled meeting on Tuesday, June 12, 2018.

American Society of Golf Course Architects

Design Services Agreement

(Hereafter referred to as "Agreement")
Terms and Conditions of Agreement Between

Albanese & Lutzke, Inc
(Hereafter referred to as "Golf Course Architect")

and

Plymouth Township
(Hereafter referred to as "Owner")

FOR

Hilltop Golf Course Master Plan

(Hereafter referred to as "Project")

TABLE OF CONTENTS

- Article I -- Golf Course Architect's Services
- Article II -- Golf Course Architect's Compensation
- Article III -- Owner's Responsibilities
- Article IV -- Agreement Terms and Provisions

Article I -- Golf Course Architect's Services

1.1 General Responsibilities of the Golf Course Architect

The Golf Course Architect shall:

- Designate a Project Representative(s), for the Project which will be Paul Albanese.
- Become acquainted with, and develop a design based on approved project requirements.
- Periodically consult and communicate with, submit design documents or make presentations to the Owner (Or Owner's representative) during the Project. The Golf Course Architect shall coordinate its services with services and information provided by the Owner.
- Maintain confidentiality where specifically designated by the Owner, unless this would violate the law, create public risk or limit the Golf Course Architect's lawful rights.
- Abide by the American Society of Golf Course Architects Professional Code of Conduct.

1.2 Golf Course Architect Services

The Golf Course Architect shall provide Services described in this Article with its own personnel and/or through sub consultants, enumerated here:

Base Map and Existing Golf Course Analysis:

This phase involves studying and analyzing the existing golf course and surrounding properties. This will also include reviewing the interconnections and relationship to the adjacent Township Park. The existing golf course will be photo documented and included in the Master Plan report. An evaluation of the current operation and capital needs, staffing will be reviewed. This phase will include up to two (2) meetings and/or site visits.

Conceptual Design:

Our conceptual design phase will entail developing multiple ideas for how to create the best use for the property which may or may not include a golf course entity. Ideas including, but not limited to, are remodeling the existing 18 holes, reverting to 9 holes and inclusion of other recreational amenities, remodeling golf entity to include other amenities. The ideas will be graphically depicted with individual hole sketches and recreational amenities clearly shown. Conceptual locations and sizes for new and/or remodeled buildings, such as the clubhouse will be included in these concepts. For each concept, an estimated pro-forma for the golf course operation and finances will be developed. This phase will include up to three (3) meetings with the Owner to discuss the progress sketches. The time for revisions to this phase will depend on the review process of the Owner and expediency of responses.

Master Plan

Once the concepts have been developed, the Golf Course Architect will coalesce the ideas into a comprehensive and illustrative Master Plan. This plan will be 36" x 42" in size and color rendered. A cost estimate and construction phasing program for specific projects will be included with the Master Plan that will include all the estimated hard and soft costs associated with the implementing the project. The Golf course Architect does not warrant that construction costs will not vary from this estimate. This phase will include up to three (3) meetings including one (1) meeting with Trustees. The time for revisions to this phase will depend on the review process of the Owner and expediency of responses.

Albanese & Lutzke will provide one (1) open house meeting with the community. If additional meetings are needed, Albanese & Lutzke will provide on a per diem basis.

1.3 Supplemental Services

The Golf Course Architect shall provide only services specifically enumerated in Article I, however, the Golf Course Architect may provide supplemental services to the Owner after execution of this Agreement, without invalidating the Agreement.

Supplemental Services required by changes in scope of services requested by Owner and not the fault of the Golf Course Architect, shall entitle the Golf Course Architect to an adjustment in compensation on a mutually agreeable basis. The Golf Course Architect shall not provide any Supplemental Service without the prior written consent and approval of the Owner regarding scope of work and fees.

1.3.1 Supplemental Services Outside the Scope of this Agreement

- Master Plan Booklet with Hole by Hole Drawings

- Additional Design Meetings
- Additional Open House Meetings
- Additional Community and/or Board Presentations. These may be provided on a per diem basis.
- Financial or market analysis, pro formas or other feasibility studies.
- Evaluations or comparative studies of alternate prospective sites.
- Environmental studies including wetlands delineation, Phase I EAW, EIS reports, and IPM Plans, etc.
- Land planning or Landscape Architecture
- Pre Design Engineering studies including Soil Testing, Hydrology Studies, Geo Technical Services, or Traffic Studies or reports.
- Surveying existing conditions before construction when required for planning
- Providing promotional material including scale models, videos or brochures.
- Obtaining permits for the Project of any kind

1.3.2 Services not Provided Under this Agreement

- Providing services as a witness in connection with any public hearing, arbitration proceeding, or the proceedings of a court of record.
- Providing Project Administration Services for the design team.
- Providing Services in connection with another Project.
- Providing any service not specifically provided in Article I.

Article II -- Golf Course Architect's Compensation

2.1 Compensation

The Owner shall compensate the Golf Course Architect, by one or more methods, including stipulated sum, and hourly or per diem rates with estimated sums.

A non-refundable retainer payment of \$4500 shall be made upon the Authorization to Proceed and applied to Phase III and IV.

Subsequent payments shall be made monthly upon presentation of Golf Course Architect's Invoices, which shall be in proportion to services performed, increasing total payments for Basic Services to the following amounts at the completion of each phase of the Project:

Basic Services:

Phase I:	Base Map Compilation:	\$2,750
Phase II:	Existing Golf Course Analysis	\$2,750
Phase III:	Conceptual Design and Illustrative Master Plan	\$7,500
Phase IV:	Cost Estimate and Phasing Diagram	\$1,500

Optional Services:

Phase I:	Additional Design Meetings/Revisions:	hourly
Phase II:	Master Plan Booklet w/ Hole by Hole Dwgs	\$2,750
Phase III:	Photo Simulations	\$450 each

2.2 Hourly and Per Diem Rates

Where the Method of Compensation for any Service is an hourly basis, the fee shall be based on the Golf Course Architect's time record and rates listed below:

Principal, Paul Albanese/Chris Lutzke	\$175/hour
Senior Designer.....	\$145/hour
Designer	\$75/hour
CAD or Draftspersons.....	\$55/hour
Support Staff	\$35/hour

2.3 Reimbursable Expenses

Reimbursable expenses are in addition to compensation for Basic Services and any Supplemental Services. Reimbursable Expenses include actual expenditures made by the Golf Course Architect, their employees, or sub consultants retained (if any), or their consultants in the interest of the Project for the following:

~~Travel expense: mileage @ .52/mile.~~

Reproduction Costs, including in house and contracted blueprints or computer plots, and other copies or reproductions in connection with the Project. (Reproduction costs are billed at cost plus 10%)

Communication Expenses, including postage and courier costs and other handling and delivery of Instruments of Service; ~~Long-Distance Telephone Calls, and other electronic communication including Fax and e-mail in connection with the Project.~~

Cost of Making topographical information AutoCAD ready, including scanning and making contours "3-D" compatible either in house or via Subcontract.

Other Project Related Expenses, including expendable surveying supplies, and any Project related equipment rentals, special renderings or display materials, models and mock-ups, if requested by Owner.

Consultants, needed to complete work outside the above scope of services will be retained and billed at cost plus 10%.

2.4 Payment Terms

All amounts due the Golf Course Architect under this Agreement are due forty-five (45) days from the invoice date. Late payments shall be subject to Interest Charges. The Interest Rate shall be 1.5% per month.

Whenever interest charges are due the Golf Course Architect under this Agreement, and current payment does not fully cover the total invoice amount, these partial payments shall be credited first to interest in full, then to expenses and lastly, to professional fees.

Article III -- Owner's Responsibilities

3.1 General Responsibilities of the Owner

The Owner shall:

- Confirm the design program.
- Designate a representative authorized to act on their behalf with respect to the Project, referred to in this agreement as the "Owner".
- Furnish best available information required for the design of the Project, including but not limited to:
 - A recent scale aerial photograph and topography map for the site of the Project. This information shall be supplied in format specified by Golf Course Architect.
 - Property Legal information and Surveys including boundaries and adjoining property; complete data for existing buildings, improvements and trees; rights-of-way, easements and encroachments; and zoning, deed, or other land use restrictions.
 - Utility Information, including available and planned service and utility lines both public and private, above and below grade, including inverts and depths.
 - Environmental information including, wetlands delineation, floodplain and hydrological information, and information concerning toxic or hazardous materials.
 - Testing and Supporting Services, including tests, inspections, reports, legal, accounting and insurance services, and services of consultants when reasonably requested by the Golf Course Architect.

- Unless otherwise stipulated, the services, information, surveys and reports required by this Article shall be furnished directly by Owner and at the Owner's expense, and the Golf Course Architect shall be entitled to rely upon their accuracy and completeness.
- Give prompt notice to the Golf Course Architect, if the Owner becomes aware of any fault or defect in the Project, including any fault in the Golf Course Architects services.
- Use Drawings and other documents prepared by the Golf Course Architect for this Project only as agreed herein. Any use of documents without construction evaluation services of the Golf Course Architect, or for other projects, or use of any drawing not intended or labeled as "For Construction" for construction purposes shall be at the Owner's sole risk and liability.
- The Golf Course Architect shall retain all common law, statutory and other reserved rights, including copyrights exclusive of the historical analysis.

Article IV -- Agreement Terms and Provisions

4.1 Termination and Suspension

This Agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. The Owner may terminate or suspend the Agreement for convenience and without cause.

If such termination or suspension is not the fault of the Golf Course Architect, the Golf Course Architect shall be compensated for Services and Reimbursable Expenses earned or accrued before termination.

4.2 Disputes

The Owner shall notify Golf Course Architect of, and provide reasonable opportunity to remedy any faults in performance. If Golf Course Architect fails to provide satisfactory remedy, then Owner and Golf Course Architect shall endeavor to settle unresolved claims and disputes between them by mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

4.3 Extent of Agreement

This Agreement represents the entire and integrated Agreement between the Owner and the Golf Course Architect and supersedes all prior negotiations, representations, or agreements either written or oral. The Owner and the Golf Course Architect only in writing may amend this Agreement.

If any provision of this Agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be stricken from this agreement and the balance of the Agreement shall remain enforceable.

Nothing in this agreement is intended to create a contractual relationship for the benefit of any third party. There are no intended beneficiaries of this Agreement except the Golf Course Architect and the Owner.

Neither the Owner nor the Golf Course Architect shall assign or transfer their interest in this Agreement without the written consent of the other.

4.4 Acceptance

Owner must accept and sign this Agreement, with one executed copy and the initial payment returned to the Golf Course Architect by June 10th, 2018. After this time, this offer is invalid and a new Agreement will be offered, if desired.

This agreement shall be governed by the law of the state of Michigan.

Golf Course Architect Signature
Albanese & Lutzke, Inc.

Authorized Owner Representative Signature
Plymouth Township

Print Name Title Date

Print Name Title Date

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JUNE 12, 2018**

ITEM F.5
**Intergovernmental Agreement
With Wayne County**
Resolution #2018-06-12-35



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: June 12, 2018

ITEM: Intergovernmental Agreement with Wayne County for various improvements to Township Park, Resolution #2018-06-12-35

PRESENTER: Supervisor Heise & Trustee Dempsey

BACKGROUND: The Township would like to use part of our Wayne County Parks Allocation in the amount of \$16,500 for two separate projects at Township Park - new LED streetlights for the large parking lot at the 4- Seasons Pavilion (\$13,000), and a bench swing next to the pond (\$3,500). The lights will be installed by MUSCO lighting as part of their baseball diamond lighting project, and the swing was authorized by the previous Board in honor of the late Trustee Kay Arnold. The swing will be dedicated in her honor pursuant to the wishes of the former Board.

PROPOSED MOTION: I move to approve Resolution #2018-06-12-35, authorizing the Supervisor and Clerk to sign the Interagency Agreement with Wayne County for Improvements to Township Park.

Moved By _____ Seconded By _____

ROLL CALL:

___Vorva___ Curmi,___ Clinton, ___Heitman, ___Doroshewitz, ___Dempsey, ___Heise

CHARTER TOWNSHIP OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

RESOLUTION #2018-06-12-35

INTERGOVERNMENTAL AGREEMENT WITH WAYNE COUNTY
PLYMOUTH TOWNSHIP PARK IMPROVEMENTS

WHEREAS, the Charter Township of Plymouth Board of Trustees held a regular meeting on Tuesday, June 12, 2018 at 7:00 pm at the administrative offices located at 9955 N Haggerty Road, Plymouth, MI 48170 and, as part of the agenda, considered the approval of an Intergovernmental Agreement with Wayne County for improvements to Township Park, and,

WHEREAS, the Agreement spells out the specific terms of the proposed projects and includes the bench swing that will serve as a memorial to Former Trustee Kay Arnold , and,

WHEREAS, the Agreement also encompasses the placement of two new light poles (with LED lights) in the large parking lot that serves the ball fields and the 4 Season Pavilion, and

WHEREAS, both of these projects will be completed and confined to the property located at 46640 Ann Arbor Trail, otherwise known as Plymouth Township Park, and,

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Charter Township of Plymouth hereby approves Resolution #2018-06-12-35, authorizing the Township Supervisor and Township Clerk to sign the Interagency Agreement with Wayne County for Improvements to Plymouth Township Park.

Moved by: _____ Supported by: _____

Roll Call:

____ Curmi, ____ Vorva, ____ Heise, ____ Clinton, ____ Heitman, ____ Doroshewitz, ____ Dempsey

Jerry W Vorva, Plymouth Township Clerk

I, Jerry Vorva, Clerk of the Charter Township of Plymouth, hereby attest that this is a true and complete copy of a resolution offered to and _____ by the Charter Township of Plymouth Board of Trustees on a regularly scheduled meeting on Tuesday, June 12, 2018.

AGREEMENT

between

THE CHARTER COUNTY OF WAYNE

and

THE TOWNSHIP OF PLYMOUTH

for

Improvements to

TOWNSHIP PARK

FY 2016-17

TABLE OF CONTENTS

1.	PURPOSE	3
2.	SCOPE OF THE PROJECT	3
3.	TERM OF CONTRACT	3
4.	COUNTY'S COVENANTS	3
5.	TOWNSHIP'S COVENANTS	3
6.	TERMINATION	4
7.	DATA TO BE FURNISHED	5
8.	ADMINISTRATION	5
9.	RELATIONSHIP OF PARTIES	6
10.	INSURANCE	6
11.	HOLD HARMLESS	6
12.	LIABILITY	6
13.	ENVIRONMENTAL MATTERS	6
14.	COMPLIANCE WITH LAWS	8
15.	AMENDMENTS	8
16.	NONDISCRIMINATION PRACTICES	8
17.	ETHICS IN CONTRACTING	10
18.	NOTICES	10
19.	WAIVER OF ANY BREACH	11
20.	SEVERABILITY OF PROVISIONS	11
21.	MERGER CLAUSE	11
22.	JURISDICTION AND LAW	11
23.	MISCELLANEOUS	11
24.	AUTHORIZATION AND CAPABILITY	12
25.	SIGNATURE	12
	EXHIBIT A: LEGAL DESCRIPTIONS	15
	EXHIBIT B: PROJECT DESCRIPTIONS	18
	EXHIBIT C: SIGNAGE SPECIFICATIONS	20
	EXHIBIT D: INSURANCE COVERAGES	22

EXHIBIT B: PROJECT DESCRIPTIONS

PROJECT DESCRIPTION

The Charter Township of Plymouth is interested in utilizing a portion of the 2016 - 17 Wayne County Parks Management Funds to purchase a memorial bench swing. The swing will be placed along the pond at Plymouth Township Park located at 46640 Ann Arbor Trail, Plymouth, Michigan. The swing will be a memorial to long time Trustee Kay Arnold. Kay Arnold was very active in the Plymouth community for over 20 years. She nearly completed her 5th term as a Plymouth Township Trustee, for a total of 22 years of dedicated service to our community.

PROJECT COST BREAKDOWN

Teak Porch Swing Only	\$742.00
Teak Swinging Bench Stand	\$1237.00
Teak Case	\$33.00
Personalized Plaque	\$33.00
Shipping	\$244.00
Assembly and Installation	\$1200.00

PROJECT LOCATION



PLYMOUTH TOWNSHIP PARK
46640 ANN ARBOR TRAIL
PLYMOUTH, MI 48170

PROJECT DESCRIPTION

The Charter Township of Plymouth is interested in utilizing a portion of 2016 - 17 Wayne County Parks Millage Funds for lighting improvements to the parking lot at Plymouth Township Park located at 46640 Ann Arbor Trail, Plymouth, Michigan. The proposed improvements consist of placing two new light poles in the large parking lot serving the ball fields and the 4-Seasons Pavilion. The light poles will be placed along the north and south pavement lines of the existing lot. The poles will be 20 feet high with four LED light fixtures mounted on each pole. Installation of the lighting equipment will include placement of new construction light poles, light pole bases, light fixtures, and associated control panel. Parking lot fixtures will have a Constant 10 year warranty.

PROJECT COST BREAKDOWN

Lights = \$12,000
Contingency = \$1,000

PROJECT LOCATION



EXHIBIT C: SIGNAGE SPECIFICATIONS



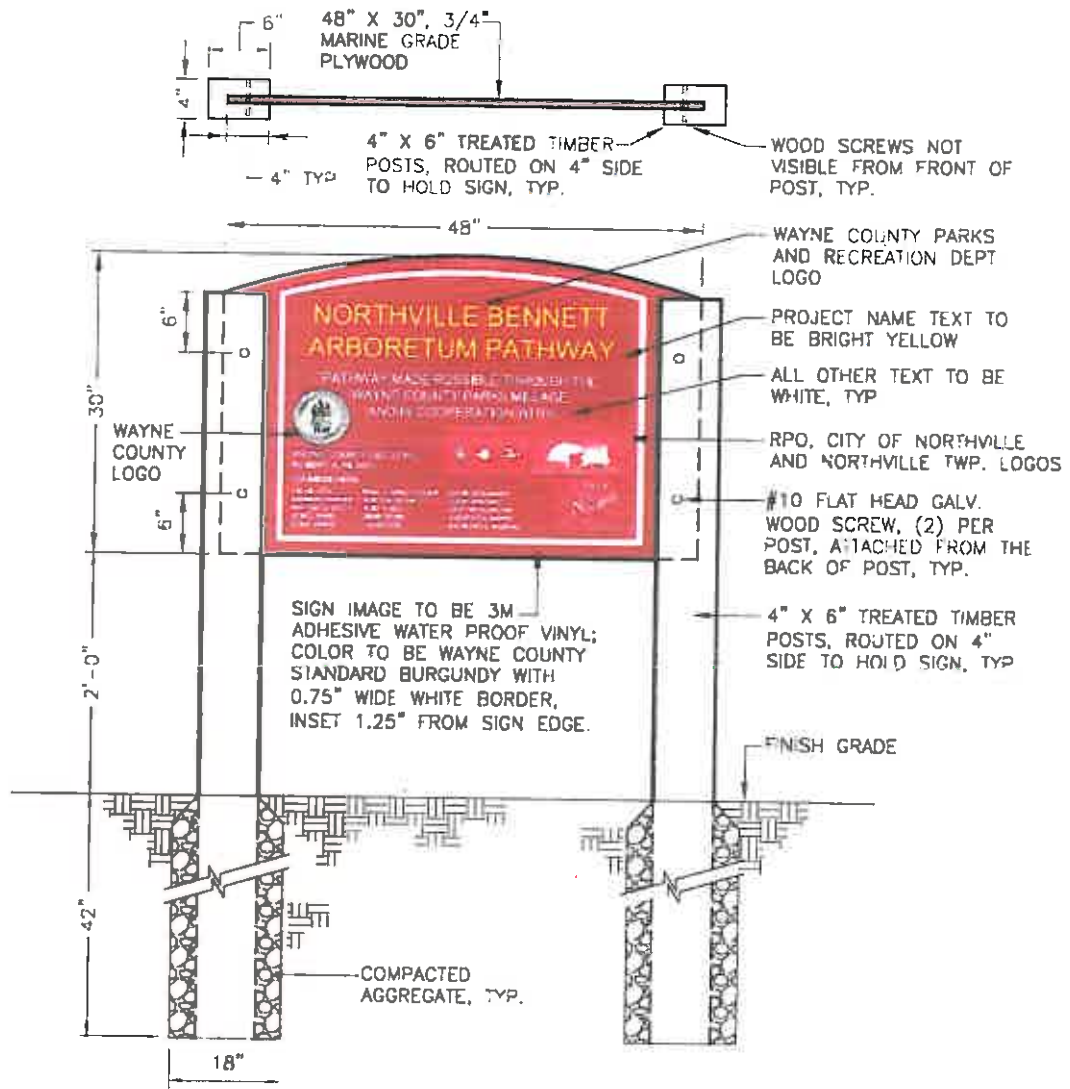
WAYNE COUNTY MEMORANDUM PARKS DIVISION

SIGN SPECIFICATIONS

Attached, please find sketch and sample of the sign layout that we are suggesting for all IGA Grant projects. The Specs are as follows:

- Sign size: 48" x 30" 1/4" marine grade plywood
- Sign is to be one sided. Two sided is optional
- To be cut with "Carrriage" style top...ie arched. (optional)
- Color options up to you; 1,2,3 or 4 color...its totally up to you; of course more colors more cost involved.
- Font should be traditional styles ie Helvetica, Aerial, Times New Roman something standard.
- Include County Logo , County Executive and Commissioner's bottom left
- Include City Logo , Mayor and City Council bottom right
- Parks and Rec Logo above project name.
- We suggest using 3M Reflective Adhesive water proof vinyl. Painting is optional
- Vertical posts shall be 4 x 6" weather proof timbers routed on 4" side to accommodate the sign. Staining of posts optional
- Bury post minimum of 42" into ground and backfill with dirt and compact. Concrete footing is optional
- Bottom of sign shall be 2ft. min above grade.
- Signs will be secured to posts with flat head Galv. wood screws (approx. #10) 2 per post. (min)
- Proof to be provided of final design prior to fabrication & installation

We are pretty flexible on fabrication and colors as long as it looks generally like the sign I attached. If you have any questions please give me a call.



COUNTY SIGN DETAIL

SCALE 3/4" = 1'-0"

COLOR CRITERIA:

BURGUNDY	YELLOW TEXT
C=25%	C=14%
M=100%	M=11%
Y=100%	Y=88%
K=26%	K=0%
OR #95191D	OR #E9D735

Exhibit D: INSURANCE COVERAGES

Township, at its expense, or any contractors, subcontractors, consultants or agents retained by Township (each a "Contractor"), at their own expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Contractor, its agents, representatives or employees. Contractor shall maintain at least the following minimum coverage:

Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

Umbrella or Excess Liability

Policy in an amount not less than \$1,000,000. Umbrella or excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

Automobile Liability

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation

Insurance as required by the State of Michigan, with Statutory limits, and employer's liability insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

Professional Liability (if Design/Build)

Insurance appropriate to the Contractor's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

Builder's Risk (Course of Construction)

Insurance utilizing "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)

Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains higher limits than the minimum insurance coverage required as stated above in this Exhibit, the Contractor shall maintain the coverage for the higher

insurance limits for the duration of this Agreement.

Additional Insured Status

The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor grants to the County a waiver of any right to subrogation which any insurer of the Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

Claims-made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of this Agreement or the date the Contractor starts to perform the services.
2. Insurance must be maintained and evidence of insurance must be provided for at

least five (5) years after completion of this Agreement.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Agreement's effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit. The County shall receive and approve all certificates and endorsements before the Contractor begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Exhibit, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

➤ The Contractor must submit certificates evidencing the insurance to the County Risk Management Division at the time the Contractor executes an agreement with the Township, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Surety Bonds

The Contractor shall provide the following surety bonds: 1) bid bond; 2) performance bond; 3) payment bond; 4) maintenance bond. The payment bond and the performance bond shall be in a sum equal to the contract price. If the performance bond provides for a one year warranty a separate maintenance bond is not necessary. If the warranty period specified in the contract is for longer than one year a maintenance bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of Michigan and secured through an authorized agent with an office in Michigan.

THIS AGREEMENT (“Agreement”) is between the County of Wayne, Michigan, a public body corporate and Home Rule Charter County, acting through its Department of Public Services, Parks Division (hereinafter the “County”) and the Township of Plymouth, a Michigan municipal corporation (hereinafter “Township”).

1. PURPOSE

1.01 The County and Township have an interest in entering into cooperative parks and recreation projects that are mutually beneficial to the citizens of Wayne County.

2. SCOPE OF THE PROJECT

2.01 The County will cooperatively fund the construction of improvements (the “Project”) at Township Park, located in the Township (individually, “Site” or collectively, “Sites”), for the citizens of Wayne County, at the location(s) described in **Exhibit A** attached hereto and made a part hereof. The County will finance any improvements agreed upon by the Chief Executive Officer for the County or his/her designee and the Supervisor of the Township or his/her designee, in creation of the Project under the limitations indicated in Sections 3, 4 and 5.

3. TERM OF CONTRACT

3.01 The effective date of this Agreement is upon approval of the County Commission and execution by the County Chief Executive Officer (“County Executive”), and **shall terminate on September 30, 2019 at 11:59 p.m.**

3.02 If Township fails to complete the Project by the termination date as stated in Section 3.01, the parties agree that the County shall be under no further obligation to provide any remaining funds committed hereunder.

4. COUNTY'S COVENANTS

4.01 The County will assist in funding construction of the Project described in **Exhibit B** attached hereto and made a part hereof. The FY 2016-17 funding provided by the County for the recreational Project **shall not exceed Sixteen Thousand Five Hundred Dollars (\$16,500).**

5. TOWNSHIP'S COVENANTS

5.01 Prior to construction of any portion of the Project, Township shall provide the County with documents evidencing title to each Site, including, but not limited to, deeds, assignments, leases, land contracts, and mortgage instruments. The documents must specify all covenants, restrictions, easements, or other encumbrances on each Site.

5.02 Township warrants that it is the legal owner with good, valid, and clear title to each Site and that each Site is accurately described in **Exhibit A**. Township shall hold harmless and defend the County against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including but not limited to, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to an action by a third party to quiet title in any Site described in **Exhibit A**.

5.03 Township shall keep accurate records and account of the Project costs that shall be accessible for inspection and audit by a representative of the County.

5.04 Township shall submit to the County no more frequently than once every 30 days, a certified application for reimbursement of acceptable Project costs together with all contractor and subcontractor certified invoices and any required supporting documentation for reimbursement, which shall be made upon receipt and approval of the application for reimbursement. The County is under no obligation to reimburse Township for any unapproved costs or costs outside the scope of this Agreement.

5.05 Township shall be responsible for financing the Project beyond the financial commitment the County has made as indicated in Section 4.01.

5.06 Township shall operate and maintain improvements for public recreation, and that it shall allow each park to be open to the public on equal and reasonable terms and that no individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age or handicap.

5.07 Township agrees that in consideration of the financial commitment that the County is providing for the Project, Township shall operate each Site as a recreational facility for no less than ten (10) years after the Project is completed.

5.08 Township will develop signage at its own expense, which recognizes the County as a donor at each Site. The signage shall comply with the specifications described in **Exhibit C** attached hereto and made a part hereof. The County shall have the right to approve the signage. Such approval will not be unreasonably withheld or delayed. Township shall install the signage prior to the Project's completion.

5.09 Township agrees to provide the County with an opportunity to participate in planning any press conference, ribbon cutting ceremony, opening ceremony, or other public/media announcement related to the Project ("media event"). Township further agrees to provide the County with no less than thirty (30) days prior written notice of a proposed media event.

5.10 Breach of any of the provisions contained in this Article may be regarded as a material breach of this Agreement.

6. TERMINATION

6.01 This Agreement can be terminated by either party with or without cause upon thirty (30) days written notice, prior to commencing construction. If terminated prior to commencing construction of the Project, each party is solely responsible for its own costs, fees, and obligations incurred prior to the termination.

6.02 After the Project's construction is commenced, the County may terminate this Agreement with or without cause and shall be responsible for expenses previously approved by the County and incurred by Township, not to exceed the amount stated in Section 4.01.

6.03 Township may terminate this Agreement, with or without cause, after construction is commenced and shall return to the County any funding provided by the same under this Agreement.

6.04 This Agreement shall terminate if any Site is not operational and regularly open to the public.

7. DATA TO BE FURNISHED

7.01 Township must maintain copies of all information, books, data, reports, records, etc., related to the Project. Such information and records shall be maintained for a period of three (3) years from the date Township receives its final reimbursement payment under this Agreement.

7.02 Upon the request of the County or its authorized representative, including its Legislative Auditor General, Township must furnish, without charge, copies of all information, books, records, data, reports, etc., of Township, or any contractors, subcontractors, consultants or agents rendering or furnishing services under this Agreement, whether direct or indirect, that will permit adequate evaluation or audit of the services provided by Township or any of its contractors, subcontractors, consultants or agents. Township must include a similar covenant allowing for County audit in any agreement it has with a contractor, subcontractor, consultant or agent related to this Agreement. The County may delay reimbursement payments to Township pending the results of any such audit without penalty or interest.

7.03 The County may schedule conferences at mutually convenient times with Township administrative personnel to gather the information. If, as a result of any audit conducted by or for the County relating to Township's performance under this Agreement, a discrepancy should arise as to the amount of compensation due Township, Township shall pay to the County on demand the amount of compensation in question. If Township fails or refuses to make payment, in addition to other legal remedies available to the County, the County may retain said amount from any funds allocated to Township but not yet disbursed under this Agreement or may offset such a deficiency against the compensation to be paid Township in any concurrent, successive or future agreements between the parties.

7.04 Township further acknowledges the right of the Wayne County Commission as a third-party beneficiary of this Agreement to sue for specific performance to enforce the audit rights provided herein for the Legislative Auditor General.

8. ADMINISTRATION

8.01 Township must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent meeting the objectives of this Agreement, including changes, transfer, or assignment of any real property interest related to any Site;
- B. Favorable developments or events that enable meeting time schedules or goals sooner than anticipated; or
- C. Any changes or modifications in appropriations and funding for the Project.

9. RELATIONSHIP OF PARTIES

9.01 The parties are independent entities. No liability or benefits, such as Workers' Compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agents, contractors, subcontractors, or employees as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agents, employees, contractors, or subcontractors.

10. INSURANCE

10.1 Township will require that all contractors undertaking work on the Project abide the terms, and provide insurance coverage in said amounts, as set forth in **Exhibit D**.

10.2 All insurance and bonds shall name the Charter County of Wayne and the Township as insured or beneficiary.

11. HOLD HARMLESS

11.01 Township agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents. It is agreed that the County is merely acting as a funding source for the Project and that any negligence, or tortious acts, errors, or omissions on the part of the County shall only arise out of providing these funds or processing reimbursement requests made by Township as submitted pursuant to Section 5.04.

11.02 This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or Township or any of their agencies, or employees, as provided by statute or modified by court decisions.

12. LIABILITY

12.01 The County does not assume and is not responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing or during the term of this Agreement.

12.02 This Agreement is not intended to create beneficial rights in any third party other than the Wayne County Commission. This Agreement is entered into for the sole benefit of the parties to this Agreement.

13. ENVIRONMENTAL MATTERS

13.01 Township warrants to the County that Township will not use Hazardous Materials (as defined in Section 13.06) at any Site in violation of any governmental regulation pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

13.02 Township warrants that it is not in violation of governmental regulations pertaining to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at any Site, and, to the best of Township's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affects a Site.

13.03 Township will keep each Site free of Hazardous Materials except to the extent that the Hazardous Materials are stored or used in compliance with applicable local, state and federal regulations. Township must not cause or permit any Site to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with governmental regulations. Township shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Township, any tenant, subtenant or occupant, the release, spill, leak or emission of Hazardous Materials at any Site or onto any other contiguous property.

13.04 Prior to commencing the Project, Township must conduct and complete or cause to be conducted and completed an investigation, including a comprehensive environmental audit, studies, sampling, and testing, as the County deems necessary. A copy of any environmental audit, study, sampling or testing shall be provided to the County within ten (10) working days of Township's receipt of such audit, study, sampling or testing. If the audit reveals the existence of any Hazardous Material at any Site, Township shall immediately disclose the findings to the County. If the County decides to proceed with the Project, Township shall do or cause to be done all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Site as required by all applicable governmental regulations, to the satisfaction of the County, and according to all federal, state and local governmental authorities. Any audit conducted by the County is solely for the benefit, protection, and interest of the County. Township or any third party cannot rely upon the audit conducted by the County for any purpose.

13.05 It is agreed that the County is merely acting as a funding source for the Project and that the County shall only be responsible for providing these funds and processing reimbursement requests made by Township as submitted pursuant to Section 5.04. Therefore, the County shall not be responsible for any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorney and consultant fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or in any way related to:

- A. The presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Site or the soil, water, vegetation, buildings, personal property, persons or animals;
- B. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials at a Site;
- C. Any lawsuit brought or threatened, settlement reached or government order relating to the Hazardous Materials with respect to a Site;
- D. Any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of any mortgage, which are based on or related to the Hazardous Materials used at a Site;
- E. This section applies to the presence, disposal, release, leakage, or threatened release of any Hazardous Materials prior to the effective date of this Agreement.

13.06 Hazardous Material means any material or substance:

- A. Which is or becomes defined as a hazardous substance, pollutant, or contaminant pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et. seq.) and any amendments thereto and regulations pursuant thereto;
- B. Containing gasoline, oil, diesel, fuel, or other petroleum products;
- C. Which is or becomes defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901 et. seq.) and any amendments thereto and regulations pursuant thereto;
- D. Containing polychlorinated biphenyl;
- E. Containing asbestos;
- F. Which is radioactive;
- G. The presence of which requires investigation or remediation under any governmental regulation; or
- H. Which is or becomes defined as a hazardous waste, hazardous substance, pollutant, contaminant, or biologically hazardous material under any governmental regulation.

14. COMPLIANCE WITH LAWS

14.01 Each party must comply with and must require its employees to comply with all applicable laws and regulations.

14.02 Township must construct and develop the Project or cause the Project to be constructed and developed according to applicable local, state and federal laws.

15. AMENDMENTS

15.01 No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties and approved by resolutions adopted by the Plymouth Board of Trustees and the Wayne County Commission.

16. NONDISCRIMINATION PRACTICES

16.01 Township shall require that all contractors, subcontractors, consultants and agents retained to perform work related to this Agreement comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to these Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Elliot-Larson Civil Rights Act (P.A. 1976 No. 453)
- F. The Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).

- G. The anti-discrimination provisions as required by Section 120-192 of the Wayne County Code of Ordinances.

16.02 All contractors, subcontractors, consultants and agents retained by Township to perform work related to this Agreement shall not:

- A. Refuse to recruit, hire, employ, promote or to bar or discharge from employment an individual, or discriminate against an individual in compensation, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- B. Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affects the employment status of an employee because of race, color, creed, national origin, age, marital status, handicap, sex, familial status, height or weight.
- C. Print or publish or cause to be printed or published a notice, application, or advertisement relating to employment indicating a preference, limitation, specification, or discrimination based upon race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight.
- D. Except as permitted by rules and regulations promulgated pursuant to Section 120-192 of the Wayne County Code of Ordinances, or applicable state or federal law, make or use a written or oral inquiry or form of application that elicits or attempts to solicit information concerning the race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight, of prospective employees. Township also shall not make or keep a record of that information or disclose such information.
- E. Make or use a written or oral inquiry or form of application that expresses a preference, limitation or specification based on religion, race, color, creed, national origin, age, height, weight, marital status, handicap, or sex.

16.03 Township agrees that it will notify all of its contractors, subcontractors, consultants, or agents of their obligations relative to non-discrimination under this Agreement when soliciting the contractor, subcontractor, consultant, or agent. Township will include the provisions of this Article in any contract, as well as provide the County with a copy of any agreement with a contractor, subcontractor, consultant, or agent completing work related to this Agreement.

16.04 All contractors, subcontractors, consultants and agents retained by Township to perform work related to this Agreement shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex, religion, familial status, height or weight. This Section does not apply if it is determined by the County Division of Human Relations that the requirements are bona fide

occupational qualifications reasonably necessary to perform the duties required for employment. The burden of proof that the occupational qualifications are bona fide is upon Township.

16.05 Breach of any of the covenants in this Article may be regarded as a material breach of this Agreement.

16.06 Township acknowledges the right of the County Director of Human Relations to sue to enforce the provisions in this Article.

16.07 If Township or any of its contractors, subcontractors, consultants, or agents does not comply with the non-discrimination provisions of this Agreement, the County may impose sanctions, as it determines to be appropriate, including but not limited to the cancellation, termination or suspension of this Agreement, in whole or in part.

16.08 In the event that Township is or becomes subject to federal or state law which conflicts with the requirements of Section 120-192 of the Wayne County Code of Ordinances, the provisions of federal or state law shall apply and this Agreement shall be interpreted and enforced accordingly. In accordance with the Elliot-Larson Civil Rights Act, P.A. 1976 No. 453, as amended, MCL 37.2101 *et seq.*, Township covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, weight, height, or marital status, and to require a similar covenant on the part of any contractor, subcontractor, consultant, or agent employed in the performance of this Agreement.

17. ETHICS IN CONTRACTING

17.01 Township and all of its contractors must comply with Article 12 of Chapter 120 of the Wayne County Code of Ordinances governing "Ethics in Public Contracting" or any similarly existing Township ordinances.

18. NOTICES

18.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to Township:
Public Services Coordinator
Township of Plymouth
9955 N. Haggerty Road
Plymouth, Michigan 48170

If to the County:
Director of Parks
Wayne County Parks
33175 Ann Arbor Trail
Westland, Michigan 48185

and

Director
Wayne County Department of Public Services
400 Monroe, Suite 300
Detroit, Michigan 48226

18.02 All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

18.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

19. WAIVER OF ANY BREACH

19.01 No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

20. SEVERABILITY OF PROVISIONS

20.01 If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

21. MERGER CLAUSE

21.01 This Agreement, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth in this Agreement. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth herein.

21.02 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

22. JURISDICTION AND LAW

22.01 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Each party will not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

23. MISCELLANEOUS

23.01 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot reasonably be foreseen or provided against.

23.02 The parties agree that upon termination of this Agreement, the following sections shall survive termination and shall remain in full force and effect: 5.02; 11; 12; 13; 14 and 22.

23.03 The term "County" includes the Charter County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or to be created, their agents, and employees.

23.04 This Agreement must not be construed as a waiver of any governmental immunity the County or Township, or any of their agencies, or employees, has as provided by statute or modified by court decisions.

23.05 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect this Agreement.

24. AUTHORIZATION AND CAPABILITY

24.01 This Agreement has been approved, as evidenced by the attached Resolutions adopted by the Plymouth Board of Trustees and the County Commission and executed by the County Executive and the Supervisor of the Township. Copies of such resolutions shall be attached to this Agreement.

24.02 Each party warrants that the person signing this Agreement is authorized to sign on behalf of its principal and is empowered to bind its principal to this Agreement.

24.03 This Agreement is effective only upon approval by the County Commission and the Plymouth Board of Trustees, and then execution County Executive, the Supervisor of the Township, whichever occurs last.

25. SIGNATURE

25.01 The County and Township, by their authorized officers and representatives have executed this Agreement as of the dates written below.

[SIGNATURES ON THE FOLLOWING PAGE]

Township of Plymouth
Township Park

County Commission approved and execution authorized by Resolution No. _____ Date: _____	CHARTER COUNTY OF WAYNE By: _____ Warren C. Evans Its: County Executive Date: _____
--	---

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by Warren C. Evans, on behalf of the Charter County of Wayne.

Notary Public, Wayne County, Michigan
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

Township of Plymouth
Township Park

Plymouth Board of Trustees approved and execution authorized by Resolution No. <u>2018-06-12-35</u> Date: <u>June 12, 2018</u>	TOWNSHIP OF PLYMOUTH By: _____ Kurt L. Heise Its: Supervisor Date: _____
---	---

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by
Kurt L. Heise on behalf of the Township of Plymouth.

Notary Public,
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

#317422

EXHIBIT A: LEGAL DESCRIPTIONS

EXHIBIT A

A part of the Southwest 1/4 of Section 28, Town 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan more particularly described as commencing at the center of said Section 28; thence North 03°46'57" West, 207.00 feet along the North and South 1/4 line of said Section 28; an extension of, and the Westerly one of Beaver Easement Subdivision No. 2, as recorded in Liber 67 of Plats in Pages 12, 13 and 14, Wayne County Records to the point of beginning; thence North 82°27'00" West, 1475.40 feet; thence North 01°34'31" West, 329.00 feet to the East and West 1/4 line of said Section 28; thence South 87°28'37" East, 1475.40 feet along the East and West 1/4 line of said Section 28, to the Center of said Section 28 and the Northwest corner of said Beaver Easement Subdivision No. 2 (said point also being the Southwest corner of Walnut Creek Subdivision), as recorded in Liber 67 of Plats in Pages 12, 13 and 14, Wayne County Records; and the Southeast corner of "Cherry's", as recorded in Liber 64 of Plats in Pages 11 and 12, Wayne County Records; thence South 01°03'31" East, 241.43 feet along the North and South 1/4 line to said station 11; and the Westerly line of said Beaver Easement Subdivision No. 2, to the end of Township within the above containing 142,205 square feet or 3.2496 Acres. All of the above being subject to easements, restrictions and rights of way as recorded.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Plymouth-Canton Community Schools of Weyer and Washburn Counties, a Michigan public corporation,

whose address is 154 South Huron, Plymouth, Michigan 48170,
Conveys and Warrants to the Charter Township of Plymouth, a Michigan municipal corporation
whose address is 62250 Ave Arthur Road, Plymouth, Michigan 48170

the following described premises situated in the Township of Plymouth, County of Wagon, the State of Michigan, to-wit:

A part of the Southeast 1/4 of Section 26, Town 4 South, Range 8 East, Plymouth Township, Wagon County, Michigan, more particularly described as commencing at the South 1/4 corner of said Section 26 thence North 03° 15' 30" West, 4277.81 feet, along the West and South 1/4 line of said Section 26 a distance of 700 feet to the intersection of the West 1/4 line of said Section 26 and the West 1/4 line of Section 27, and thence North 89° 27' 30" West, 780.73 feet to the point of beginning; thence following North 89° 27' 30" West, 582.76 feet; thence North 03° 15' 30" West, 178.65 feet to the East and South 1/4 corner of said Section 26, thence South 89° 27' 30" West, 582.76 feet to the East and South 1/4 corner of said Section 26, and thence North 03° 15' 30" West, 4277.81 feet to the point of beginning. All of the above containing 312.941 acres less 7.337 Acres

subject to encumbrances, restrictions, easements, rights-of-way of record, and all burdens arising from or created through the acts or omission of parties other than the Grantor since January 27, 1994 the date of a certain deed recorded in the office of the Register of Deeds for the County of Wagon, Michigan, and any and all of the above-described premises are set aside for a national wildlife park for the benefit of the citizens of the

DEPARTMENT OF PLYMOUTH-CANTON COMMUNITY SCHOOLS OF WEYER AND WASHBURN COUNTIES, A MICHIGAN PUBLIC CORPORATION,

for the full consideration of one dollar (\$1.00).

The premises described hereinabove shall be held in trust for and used for a national wildlife park for the benefit of the citizens of the

County of Wagon, Michigan, and for no other purpose. This restriction shall run with the land, and shall be for the benefit of the public, and shall survive any merger of title, this notwithstanding to a death or severance.

Dated the 27th day of January, 1994

Witness
Donald G. Norton
Notary Public
My Comm. Expires
Raymond A. Hecard
Raymond A. Hecard

By *Richard J. Farnsworth*
Richard J. Farnsworth, President
By *James J. Farnsworth*
James J. Farnsworth, Secretary

STATE OF MICHIGAN)
(COUNTY OF WAGON)

The foregoing instrument was read and reviewed before me on the 27th day of January, 1994, by Richard J. Farnsworth, President, and James J. Farnsworth, Secretary, respectively, of Plymouth-Canton Community Schools of Weyer and Washburn Counties, a Michigan public corporation, the result of said proceedings:

My Comm. Expires
DONALD G. NORTON
Notary Public, Wagon County, Michigan
My Comm. Expires 10/1/95

Donald G. Norton
DONALD G. NORTON
Notary Public, Wagon County, Michigan

My Comm. Expires
By *Raymond A. Hecard*
Raymond A. Hecard, Notary Public, Wagon County, Michigan

Witnessed this 27th day of January, 1994, at
154 S. Huron St., Plymouth, Michigan 48170

Recording Fee
Tax Parcel
State Transfer Tax
Registration Fee

Notary Public, Wagon County, Michigan
154 S. Huron St., Plymouth, Michigan 48170

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JUNE 12, 2018**

ITEM F.6
Metro Act Application
MCI Metro Access
Resolution #2018-06-12-36



CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

MEETING DATE: June 12, 2108

ITEM: MCIMetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services
METRO Act Permit Application, Resolution #2018-06-12-36

PRESENTER:

Kevin L. Bennett, Township Attorney

OTHER INDIVIDUALS IN ATTENDANCE:

BACKGROUND: MCIMetro Access Transmission Services Corp. originally submitted a Metropolitan Extension Telecommunications Right-of-Way Oversight Act (METRO Act) permit application on August 25, 2017. The Board denied that application as administratively incomplete because the route map and certificates of insurance failed to comply with the Telecommunications Ordinance. MCIMetro resubmitted its application on April 20, 2018. The recent application corrected the route map deficiencies. MCIMetro supplemented its application with revised certificates of insurance for itself and its contractor on May 31 and June 5, 2018, respectively. The revised COIs comply with the Telecommunications Ordinance.

ACTION REQUESTED: Approve Application and grant METRO Permit

BUDGET/ACCOUNT NUMBER: N/A

RECOMMENDATION: Approve.

MODEL RESOLUTION: I move to approve Resolution # 2018-06-12-36 authorizing the METRO Act Permit Application submitted by MCIMetro Access Transmission Services Corp. and to grant the METRO Act Permit to MCIMetro Access Transmission Services Corp.

ATTACHMENTS: Permit Application, Certificates of Insurance, and proposed Permit.

Moved by: _____ Seconded By: _____

Roll Call:

___ Heitman, ___ Dempsey, ___ Curmi, ___ Heise, ___ Vorva, ___ Doroshewitz, ___ Clinton

CHARTER TOWNSHIP OF PLYMOUTH
WAYNE COUNTY, MICHIGAN

RESOLUTION #2018-06-12-36

MCI METRO ACCESS TRANSMISSION SERVICES
PERMIT AUTHORIZATION

WHEREAS, the Charter Township of Plymouth Board of Trustees held a regular meeting on Tuesday, June 12, 2018 at 7:00 pm at the administrative offices located at 9955 N Haggerty Road, Plymouth, MI 48170 and, as part of the agenda, considered the approval of an application for a Metro act permit, and

WHEREAS, the Township Attorney has verified the completeness and corrections that have been made to the original application submitted back in August of 2017 and are incorporated into the attached application packet dated April 20, 2018 with revised certificates of insurance, and

WHEREAS, the Township Attorney recommends approval of this METRO Act Permit, and,

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Charter Township of Plymouth hereby authorizes Resolution #2018-06-12-36, approving the Metro Act Permit Application submitted by MCI Metro Access Transmission Services Corporation in accordance with the recommendation of the Township Attorney.

Moved by: _____ Supported by: _____

Roll Call:

____ Curmi, ____ Vorva, ____ Heise, ____ Clinton, ____ Heitman, ____ Doroshewitz, ____ Dempsey

Jerry W Vorva, Plymouth Township Clerk

I, Jerry Vorva, Clerk of the Charter Township of Plymouth, hereby attest that this is a true and complete copy of a resolution offered to and _____ by the Charter Township of Plymouth Board of Trustees on a regularly scheduled meeting on Tuesday, June 12, 2018.

Memo

To: Jerry Vorva, Clerk
From: Kevin L. Bennett
Date: August 28, 2017
Re: METRO Act Application – MCIMetro Access

You have requested that I review the METRO Act Application submitted by MCIMetro Access Transmission Services Corp. The Application is administratively incomplete for the following reasons.

- **The route map is insufficient.** Section 2.3 requires the applicant to furnish route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. The route map shows the location of the proposed facilities, but does not specify whether such facilities are overhead or underground. If the proposed facilities are to be installed underground, specific insurance is required.
- **The insurance information for MCIMetro Access is inadequate.** Section 3.4 requires the applicant to furnish a certificate of insurance showing the applicant's insurance coverage, carrier and limits of liability. Township Ordinance V-2.10 contains the Township's insurance requirements:

V-2.10. Insurance.

(A) A permittee shall obtain and maintain in full force and effect for the duration of a permit the following insurance covering all insurable risks associated with its ownership or use of its telecommunications system:

(1) A comprehensive general liability insurance policy, including completed operations liability, independent contractors liability, contractual liability coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than \$10,000,000.

(2) An automobile liability insurance policy covering any vehicles used in connection with its activities under its permit in an amount not less than \$1,000,000.

(3) Workers' compensation and employer's liability insurance with statutory limits.

The applicant's certificate of insurance fails to comply with the requirements of Township Ordinance because it fails to provide proof of coverage for general comprehensive liability coverage and auto liability coverage at all.

Further, the Ordinance requires that the certificate specifically provide that 1) the policy may not be cancelled or modified unless 30 days prior written notice is provided to the Township; and 2) the following language be included: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover the insured against whom a claim is made in the same manner as if separate policies had been issued to each insured hereunder."

Finally, Public Act 271 of 2014 has changed how certificates of insurance and policy endorsements relate. The certificate of insurance will set forth the policy coverages, limits, insurers, insureds, and policy numbers. However, if a certificate of insurance contains provisions regarding additional insureds and notices of cancellation, **such provisions are not binding unless they are included in endorsements to the actual policy.**

As such, the Township should require the applicant to provide not only a certificate of coverage in the amounts required by the Ordinance, but copies of policy endorsements, or copies of the applicable policy sections, containing the following provisions:

- For Commercial General Liability and Automobile Liability, the policy endorsement stating the following:
 - Additional Insureds: Plymouth Township, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Plymouth Township as additional insured, coverage afforded is considered to be primary and any other insurance Plymouth Township may have in effect shall be considered secondary and/or excess.
- For Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Plymouth Township, Contact Name, Title, Address).
- For Expiration Notice: If any of the listed coverages expire during the term of the contract, the Contractor shall deliver renewal certificates and endorsements to Plymouth Township at least ten (10) days prior to the expiration date.
- **The application provides that Henkels and McCoy will be contractors on the**

- **project, but there is no insurance information for Henkels and McCoy.**
 - Section V-2.10 of the Ordinance provides that “[t]he permittee shall require that its contractors and subcontractors working in public utility easements and rights of way carry in full force and effect workers’ compensation and employer liability, comprehensive general liability and automobile liability insurance coverages of the types which permittee is required to obtain under Section V-2.10 with appropriate limits of coverage.” **Thus, the application must include the same insurance certificate and policy endorsement for Henkels and McCoy.**

Conclusion

The MCIMetro Access METRO Act Permit Application is administratively incomplete for the reasons stated.

The Township Board must either approve or deny the application the within 45 days from the date a provider files the application. MCL 484.3115(3). The application was stamped as “Received” by the Township on August 25, 2017. As such, the Township Board must either approve or deny the application on or before October 9, 2017.

The Township must notify MCIMetro Access of the deficiencies and request MCIMetro Access resubmit the application with the deficiencies cured. Upon review and approval of the revised application, I will recommend that the Board approve the application. Otherwise, I will recommend to the Board to deny the application.

Gregg Diamond
Franchise & Right-of-Way Group

verizon✓

Mail Code: HQE02E90
600 Hidden Ridge
Irving, TX 75038
work: 469-262-7369
cell: 817-455-6643
gregg.diamond@verizon.com

April 18, 2018

Plymouth Township

Jerry Vorva – Township Clerk
9955 N. Haggerty Road
Plymouth, MI 48170

Subject: METRO ACT PERMIT

RECEIVED

APR 20 2018

PLYMOUTH TWP
CLERK'S OFFICE

Dear Jerry:

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services is re-submitting its application for the Township to grant it a Bilateral Permit under the METRO Act. Verizon Access Transmission Services is seeking use of the public right-of-way to install fiber-optic facilities, as described further below.

Verizon Access Transmission Services filed its initial application on August 24, 2017, but withdrew it after reviewing Kevin Bennett's memo to us dated August 28, 2017. Our legal representative, Dave Capozzi, is attempting to contact Kevin to work through the insurance issues raised in the memo.

Enclosed are three (3) copies of the application. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

Below is more background on Verizon Access Transmission Service's planned fiber project:

- Fiber will be deployed to provide wireline, fiber-based high speed telecommunications services to existing and new small, medium and large business (enterprise) customers.
- The fiber facilities will not be used to offer wireline residential services such as home phone or cable television services.
- Fiber-optic cable will be installed within the right-of-way (underground within conduit or aerial on poles).
- In addition to installing fiber for small, medium, and large business customers, Verizon Access Transmission Services will also deploy fiber to wireless facilities.
- Verizon Access Transmission Services does not seek permission through this Metro Act Permit Application to construct or install wireless facilities. Verizon Wireless may separately seek approval in conformance with applicable law to site wireless facilities.

The route maps of the existing and planned facilities required in Section 2.3 of the application are shown in Exhibits 1 and 2. Final design of the facilities has not been completed, thus the planned route map is high level and subject to change. Specific design details (e.g., which side of the street, linear footage) will be provided during the construction permit stage.

The following exhibits are also attached:

- Exhibit 3 – MPSC order approving MCImetro’s license to provide basic local exchange service
- Exhibit 4 – Certificate of Good Standing
- Exhibit 5 – Certificate of Insurance

If you have any questions regarding the application, please give me a call at 469 262-7369 or email me at gregg.diamond@verizon.com.

Sincerely,



Gregg Diamond

Attachments

**METRO Act Permit Application Form
Revised February 2, 2015**

**Charter Township of Plymouth
Name of Local Unit of Government**

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120**

BY

**MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission
Services
("APPLICANT")**

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act--Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at [insert address].

Charter Township of Plymouth
Name of local unit of government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By
MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services
("APPLICANT")

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: April 18, 2018

1.2 Applicant's legal name: MCImetro Access Transmission Services Corp.

d/b/a Verizon Access Transmission Services
Mailing Address: 600 Hidden Ridge Dr., HQE02E90
Irving, Texas 75038

Telephone Number: (703) 694-6050

Fax Number: (703) 886-4399

Corporate website: www.verizon.com

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Applicant Manager: Robert Hayes, Sr. Manager-Network Eng. & Ops.

Mailing Address: 600 Hidden Ridge Dr., HQE02E102
Irving, TX 75038
Telephone Number: (972) 457-7420
Fax Number: (972) 457-7253
E-mail Address: hayes.robert@verizon.com

Applicant Contact: Gregg Diamond, Franchise Specialist
Mailing Address: 600 Hidden Ridge Dr., HQE02E90
Irving, TX 75038
Telephone Number: (469) 262-7369
Fax Number: (972) 457-7253
E-Mail Address: gregg.diamond@verizon.com

1.3 Type of Entity: (Check one of the following)

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Individual
- Other, please describe: _____

1.4 Assumed name for doing business, if any:

Verizon Access Transmission Services

1.5 Description of Entity:

Certified local telecommunications provider in the State of Michigan.

1.5.1 Jurisdiction of incorporation/formation; State of Delaware

1.5.2 Date of incorporation/formation; 05/21/1998

1.5.3 If a subsidiary, name of ultimate parent company;

Verizon Communications Inc.

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

George J. Fischer - President/CEO , Steven Tungentman - Secretary, and Scott Krohn - Treasurer

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information.

Applicant will provide annual report if necessary; see attached Exhibit 4 Certificate of Good Standing

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: No

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes No

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or No

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services holds a Certificate of Public Convenience and Necessity with the Michigan Public Service Commission.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

Applicant is certified local telecommunications provider in the State of Michigan. See attached Exhibit 3.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

Applicant is providing competitive local exchange (voice and data) services, internet access services, private line services, wireless network fronthaul and backhaul transport and provision of facility access to third parties including conduit access and dark fiber.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

Route map showing applicant's existed facilities is shown in Exhibit 1 and its planned facilities is in Exhibit 2.

Applicant can provide additional detail in the coming months as we finalize our high-level design and move in to the permitting stage of our project.

2.4 Please provide an anticipated or actual construction schedule.
Construction to begin June 2018 and phased-in over 3 years ending in mid-year 2021.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways. Only MCImetro Access Transmission Services Corp.

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

All existing facilities are operated and maintained by applicant's local staff identified in Sec. 3.3

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

- 3.1 Address of Applicant's nearest local office;
John Irving, Senior Technician, 21500 Melrose Ave, Southfield, MI 48075; (313) 220-8688 (office) john.t.irving@one.verizon.
- 3.2 Location of all records and engineering drawings, if not at local office;

Mark Wingate, Senior Manager, 400 International Parkway, Richardson, TX 75081; (469) 886-4230 (office), mark.wingate@one.verizon.com

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

John Irving, Senior Technician
21500 Melrose Ave.
Southfield, MI 48075
313-220-8688
E-mail: john.t.irving@one.verizon.com

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

See Certificate of Insurance in attached Exhibit 5.

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

Henkels and McCoy


4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

NAME OF ENTITY ("APPLICANT")

MCImetro Access Transmission Services Corp.

April 18, 2018
Date

By: 
Type or Print Name: Gregg Diamond
Title: Franchise Specialist

S:\metroapplicationform.doc


MCI/metro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services METRO Act Permit Plymouth Township, MI



- Existing Aerial - 5,555 Linear feet
- Existing Buried - 6,556 Linear feet
- Plymouth Township

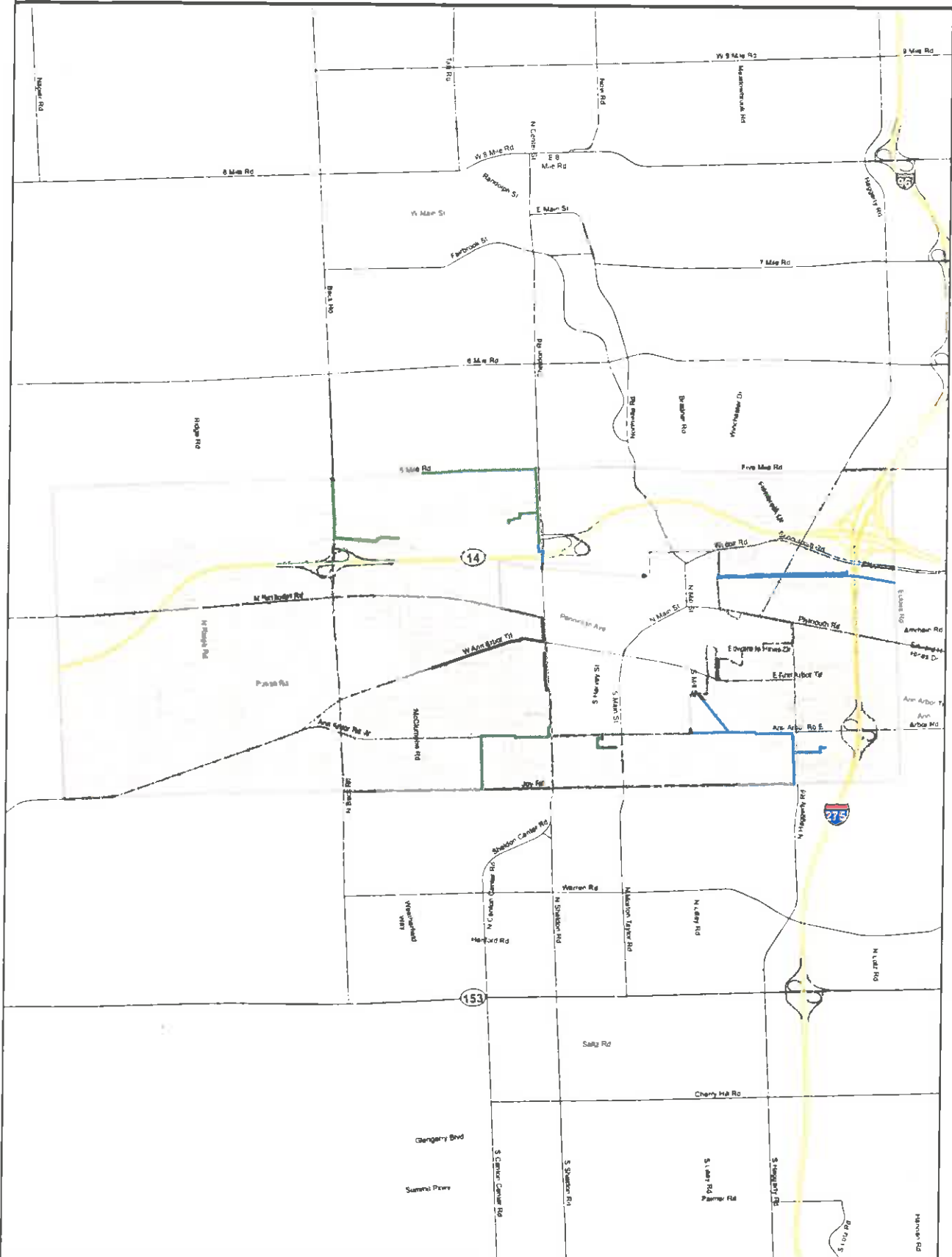
Verizon/MCI/metro Confidential and Proprietary. May Contain Trade Secrets, or Sensitive Commercial or Financial Information. Any Unauthorized Review, Use, Disclosure, Distribution, or Copying is Prohibited.

Data Source V2B
 Projection GCS_WGS_1984
 Map Created 4/18/2018
 Map Created By Brett Parker



NTS


MCI/metro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services METRO Act Permit Plymouth Township, MI



- Planned Aerial - 32,980 Linear Ft.
- Planned Buried - 22,661 Linear Ft.
- Plymouth Township

Verizon/MCI/metro Confidential and Proprietary. May Contain Trade Secrets, or Sensitive Commercial or Financial Information. Any Unauthorized Review, Use, Disclosure, Distribution, or Copying is Prohibited.

Data Source: VZB
 Projection: GCS_WGS_1984
 Map Created: 4/18/2018
 Map Created By: Brett Parker



NTS

EXHIBIT 3

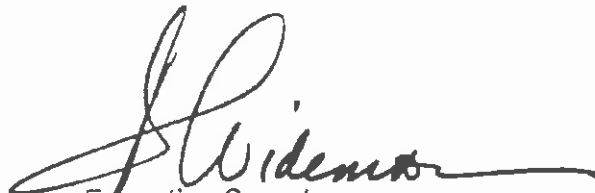
STATE OF MICHIGAN
Michigan Public Service Commission

I, Dorothy Wideman, Executive Secretary of the Michigan Public Service Commission, certify with the Michigan Public Service Commission seal, that the attached copy of the Order in Case No. U-11345 dated June 5, 1997,

in the matter of the application of
**MCImetro ACCESS TRANSMISSION
SERVICES, INC.**, to amend its license to
provide basic local exchange services in all
Michigan exchanges currently serviced by
Ameritech Michigan and GTE North
Incorporated,

is a true and complete copy of the original.

Sealed and signed at Lansing,
Michigan, on December 10, 1998

A handwritten signature in black ink, appearing to read 'D. Wideman', with a long horizontal flourish extending to the right.

Executive Secretary
Dorothy Wideman

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)
MCIMETRO ACCESS TRANSMISSION SERVICES,)
INC., to amend its license to provide basic local) Case No. U-11345
exchange services in all Michigan exchanges)
currently serviced by Ameritech Michigan and)
GTE North Incorporated.)
_____)

At the June 5, 1997 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. John G. Strand, Chairman
Hon. John C. Shea, Commissioner
Hon. David A. Svanda, Commissioner

OPINION AND ORDER

On March 21, 1997, MCImetro Access Transmission Services, Inc., (MCI) filed an application to expand its license to provide basic local exchange service, pursuant to the Michigan Telecommunications Act, MCL 484.2101 et seq.; MSA 22.1469(101) et seq. MCI proposes to provide service to customers in all Michigan exchanges currently served by Ameritech Michigan and GTE North Incorporated (GTE), including those exchanges that GTE proposed to transfer to PTI Communications of Michigan, Inc.

On March 24, 1997, the Commission directed MCI to publish a notice of opportunity to comment in newspapers of general circulation in MCI's proposed service area. The Commis-

sion Staff was the only party to file comments. It noted a concern, but does not oppose the granting of the application.

The Commission FINDS that:

- a. Jurisdiction is pursuant to 1991 PA 179, as amended by 1995 PA 216, MCL 484.2101 et seq.; MSA 22.1469(101) et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; MSA 3.560(101) et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1992 AACS, R 460.17101 et seq.
- b. Amending MCI's license to provide basic local exchange service is in the public interest.
- c. MCI should continue to be bound by the regulatory requirements for basic local exchange service set forth in the Commission's March 29, 1995 order in Case No. U-10610.

THEREFORE, IT IS ORDERED that:

- A. The license of MCImetro Access Transmission Services, Inc., to provide basic local exchange service is amended to include all Michigan exchanges currently served by Ameritech Michigan and GTE North Incorporated.
- B. MCImetro Access Transmission Services, Inc., shall continue to be bound by the regulatory requirements for basic local exchange service set forth in the Commission's order in Case No. U-10610.
- C. Before commencing service, MCImetro Access Transmission Services, Inc., shall submit its tariff to reflect the scope of the services that it will offer.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance and notice of this order, pursuant to MCL 462.26; MSA 22.45.

MICHIGAN PUBLIC SERVICE COMMISSION

/s/ John G. Strand
Chairman

(S E A L)

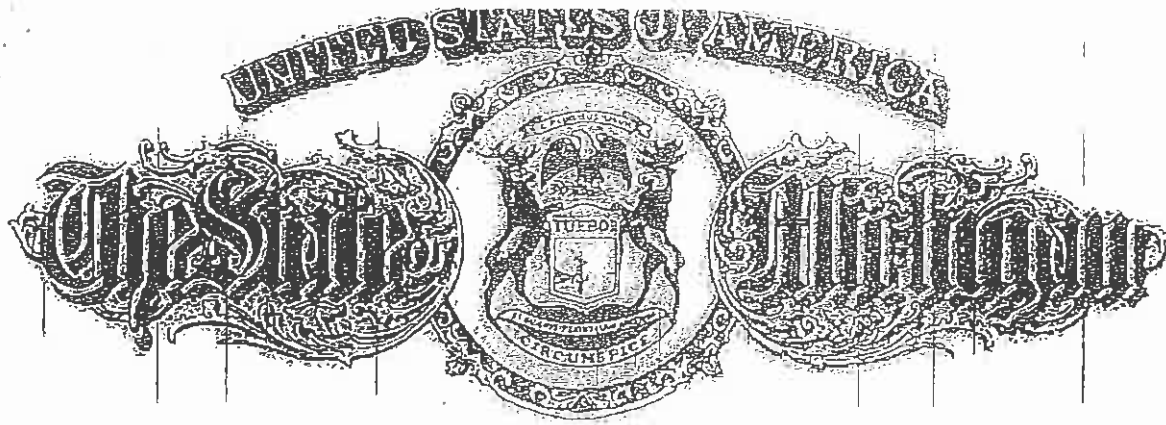
/s/ John C. Shea
Commissioner

/s/ David A. Svanda
Commissioner

By its action of June 5, 1997.

/s/ Dorothy Wideman
Its Executive Secretary

EXHIBIT 4



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

MONITOR ACCESS TRANSMISSION SERVICES CORP.

a(n) DELAWARE profit corporation, was validly authorized on December 9, 2016, to transact business in Michigan, and that said corporation holds a valid certificate of authority to transact business in this state

This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business in this state any business of the character set forth in its application which a domestic corporation formed under this act may lawfully conduct

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States



Sent by Facsimile Transmission
1436722

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 27th day of February, 2017.

Julia Dale

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

EXHIBIT 5



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/07/2017

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED MCImetro Access Transmission Services Corp. 1095 Avenue of the Americas New York NY 10036 USA	INSURER A: National Union Fire Ins Co of Pittsburgh 19445	
	INSURER B: New Hampshire Insurance Company 23841	
	INSURER C: American Home Assurance Co. 19380	
	INSURER D: Illinois National Insurance Co 23817	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570068269163 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL Includes X,C,U GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		GL5196564	06/30/2017	06/30/2018	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY		CA 286-73-91	06/30/2017	06/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> RHD AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA 286-73-92 MA CA 286-73-93 VA	06/30/2017	06/30/2018	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC063724385 AOS WC063724388 MN	06/30/2017	06/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

Named Insured includes: MCImetro Access Transmission Services Corp. dba Verizon Access Transmission Services. RE: Metro Act Permits in Michigan. Plymouth Township, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions are included as Additional Insured with respect to the General Liability and Automobile Liability policies. The General Liability policy shall apply as Primary and Non-Contributory Insurance to Plymouth Township, its officers, agents, employees, elected and appointed officials, departments, boards and commissions listed herein. The above-referenced General Liability policy shall cover the tort liability of the Certificate Holder assumed under the underlying agreement between parties for which the certificate has been issued.

CERTIFICATE HOLDER **CANCELLATION**

Plymouth Township Attn: Jerry Vorva 9955 N. Haggerty Road Plymouth MI 48170 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Holder Identifier :

Certificate No : 570068269163



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED MCImetro Access Transmission	
POLICY NUMBER See Certificate Number: 570068269163			
CARRIER See Certificate Number: 570068269163	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

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

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

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

INSR ITR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
C		N/A		WC063724384 CA	06/30/2017	06/30/2018	
D		N/A		WC063724386 FL	06/30/2017	06/30/2018	
B		N/A		WC063724387 ME	06/30/2017	06/30/2018	
B		N/A		WC063724383 NJ, NY, TX, VA	06/30/2017	06/30/2018	
B		N/A		WC063724389 MA, ND, OH, WA, WI, WY	06/30/2017	06/30/2018	



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/06/2017

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Verizon Communications Inc. 1095 Avenue of the Americas New York NY 10036 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: AIG Specialty Insurance Company		26883
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 570068262564** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
							PER STATUTE	OTH-ER
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A	Env Site Liab			PL59996871	12/01/2015	12/01/2020	Occurrence Aggregate	\$500,000 \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Named Insured includes: MCImetro Access Transmission Services Corp. dba Verizon Access Transmission Services. RE: Metro Act Permits in Michigan. Plymouth Township, its officers, agents, employees, elected and appointed officials, departments, boards and commissions are included as Additional Insured with respect to the Pollution Liability policy.

CERTIFICATE HOLDER Plymouth Township Attn: Jerry Vorva 9955 N. Haggerty Road Plymouth MI 48170 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc.</i>
---	--

Holder Identifier :

Certificate No : 570068262564

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JUNE 12, 2018**

ITEM G

Supervisor and Trustee Comments

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JUNE 12, 2018**

**ITEM H
Public Comments and Questions**

**CHARTER TOWNSHIP OF
PLYMOUTH
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, JUNE 12, 2018**

ITEM I
Adjournment