

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

Tuesday, February 28, 2023

7:00 PM



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

**A. ROLL CALL:** Kurt Heise\_\_\_\_\_, Bob Doroshewitz \_\_\_\_\_, Jerry Vorva \_\_\_\_\_,  
Jen Buckley\_\_\_\_\_, Chuck Curmi\_\_\_\_\_,  
Audrey Monaghan\_\_\_\_\_, John Stewart\_\_\_\_\_

**B. PLEDGE OF ALLEGIANCE**

**C. APPROVAL OF AGENDA**

Tuesday, February 28, 2023

**D. APPROVAL OF CONSENT AGENDA**

**D.1 Consent Agenda – New Business**

- a. Contract Award for Powell Road and Township Park Drive Paving,  
**Resolution # 2023-02-28-12**, *Jeremy Schrot, Township Engineer*
- b. Annual MDOT Right-of-Way Permit, **Resolution #2023-02-28-13**,  
*Patrick Fellrath, Director of Public Services and Kevin Bennett,*  
*Township Attorney*

**D.2 Approval of Township Bills:**

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<b>FUND</b>	<b>ACCT</b>	<b>ALREADY PAID</b>	<b>TO BE PAID</b>	<b>TOTAL:</b>
General Fund	<b>101</b>	<b>507,307.29</b>	<b>84,145.90</b>	<b>591,453.19</b>
Drug Forfeiture Federal	<b>262</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
Drug Forfeiture State	<b>265</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
Drug Forfeiture IRS	<b>266</b>	<b>.00</b>	<b>00</b>	<b>00</b>
ARPA	<b>285</b>	<b>.00</b>	<b>00</b>	<b>00</b>
Improv. Rev.	<b>446</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
Senior Transportation	<b>588</b>	<b>4,502.74</b>	<b>.00</b>	<b>4502.74</b>
Water/Sewer Fund	<b>592</b>	<b>479,361.60</b>	<b>33,350.96</b>	<b>512,712.56</b>
Solid Waste Fund	<b>596</b>	<b>4554.36</b>	<b>.50</b>	<b>4,554.86</b>
Tax Pool	<b>703</b>	<b>00</b>	<b>.00</b>	<b>00</b>
Police Bond Fund	<b>710</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
Special Assessment Capital	<b>805</b>	<b>.00</b>	<b>90.05</b>	<b>90.05</b>
<b>TOTALS:</b>		<b>995,725.99</b>	<b>117,587.41</b>	<b>1,113,313.40</b>

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**E. PUBLIC COMMENT (*Limited to 3 Minutes*)**

**F. NEW BUSINESS**

1. Request for Approval: Northville Downs of Plymouth, Planned Unit Development (PUD) Option, **Resolution #2023-02-28-14**, *Laura Haw, Township Planner, Jeremy Schrot, Township Engineer*
2. Discussion and Consideration of Community Benefit Agreement with Northville Downs, LLC; d/b/a 'Northville Downs of Plymouth', *Supervisor Kurt Heise*

**G. PUBLIC COMMENT (*Limited to 3 Minutes*)**

**H. BOARD COMMENTS**

**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: 1-800649-3777 (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 REQUEST FOR BOARD ACTION

**MEETING DATE:** February 28, 2023

**ITEM:** Award Contract for Powell Road and Park Drive Paving,  
Resolution #2023-02-28-12

**PRESENTER:** Jeremy Schrot, PE

**BACKGROUND:**

The proposed improvements for the Powell Road and Park Drive Paving project includes new curb and gutter placement and paving of Powell Road from Beck Road east to the Golfview Golf Club entrance and reconstruction and paving of the Plymouth Park Drive off of Ann Arbor Trail.

On January 31, 2023, the Plymouth Township Clerk's office received six (6) sealed bids for this project. All bidders were considered to be responsive having submitted a bid compliant with all requirements.

**RECOMMENDATION:**

Approve

**PROPOSED MOTION:** I move to adopt Resolution #2023-02-28-12  
authorizing the Board of Trustees to approve the award of the Powell Road  
and Park Drive Paving project to Al's Asphalt in the amount of \$556,073.15.

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

**ROLL CALL:**

\_\_\_Vorva, \_\_\_Stewart, \_\_\_Monaghan, \_\_\_Buckley, \_\_\_Heise, \_\_\_Curmi, \_\_\_Doroshewitz

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

**RESOLUTION TO AWARD BID FOR  
POWELL ROAD AND PARK DRIVE PAVING**

**RESOLUTION #2023-02-28-12**

At a regular meeting of the Charter Township of Plymouth Board of Trustees, Wayne County, Michigan, held at the Township Hall located at 9955 N. Haggerty Road, Plymouth Michigan on February 28, 2023, at 7:00 pm the following resolution was offered:

**WHEREAS**, it is the intention of Charter Township of Plymouth Board of Trustees to enter into an agreement to construct the Powell Road and Park Drive Paving project. The project scope is the construction of Powell Road and Park Drive Paving to include new curb and gutter and paving of Powell Road from Beck Road east to the Golfview Golf Club entrance and reconstruction and paving of the Plymouth Park Drive off of Ann Arbor Trail.

**NOW, THEREFORE, BE IT RESOLVED** that the Charter Township of Plymouth Board of Trustees does hereby approve Resolution #2022-02-28-12 authorizing award of the Powell Road and Park Drive Paving project to Al's Asphalt in the amount of \$556,073.15, and

**BE IT FURTHER RESOLVED** that the Supervisor and Clerk are authorized to execute the Agreement on behalf of the Charter Township of Plymouth.

**Moved By:**\_\_\_\_\_ **Seconded By:**\_\_\_\_\_

**Roll Call:**

\_\_\_\_JS, \_\_\_\_KH, \_\_\_\_CC, \_\_\_\_RD, \_\_\_\_JB, \_\_\_\_JV, \_\_\_\_AM

February 9, 2023

Mr. Jerry Vorva, Clerk  
Charter Township of Plymouth  
9955 N. Haggerty Road  
Plymouth, Michigan 48170

Re: **Recommendation for Award**  
Powell Road Paving and Park Drive Paving  
SDA Project No.: Job Nos. PL22007 and PL22008

Dear Mr. Vorva:

On January 31, 2023 at 11:00 a.m., construction bids were opened and publicly read at the Plymouth Township Offices for the Powell Road Paving and Park Drive Paving project. The project includes new curb and gutter placement and paving of Powell Road from Beck Road east to the Golfview Golf Club entrance and reconstruction and paving of the Plymouth Park Drive off of Ann Arbor Trail.

The Township Clerk's office received six (6) sealed bids for this project. All bidders were considered to be responsive having submitted a bid compliant with all requirements. The apparent low bidder, Al's Asphalt, submitted a total bid of **\$581,673.15**. Following the bid opening, Spalding DeDecker reviewed all of the bids received, verified the calculations, and prepared the bid tabulation for the project (attached).

Based on a review of experience and references provided, Spalding DeDecker finds that Al's Asphalt is qualified and prepared to perform the required construction.

**It is our recommendation that the project be awarded to the lowest responsive bidder, Al's Asphalt in the amount of \$556,073.15, which is the total bid of \$581,673.15 minus \$25,600.00 for crew days bid.**

Upon award by the Township Board, our office will coordinate the completion of the Contract Agreement, Bonds, and Insurance information with Al's Asphalt.

Very Truly Yours,

**SPALDING DEDECKER**



Philip Strunk, PE  
Public Engineering Senior Project Manager

Encl: Bid Tabulation

**BID TABULATION - Plymouth Powell Road and Park Drive Paving**  
**PLYMOUTH TOWNSHIP**

6 Bids received, opened 1/31/2023

				AL'S ASPHALT		T&M ASPHALT PAVING		BEST ASPHALT	
No		QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)	UNIT PRICE (\$)	AMOUNT (\$)	UNIT PRICE (\$)	AMOUNT (\$)
CATEGORY 1 - POWELL ROAD									
1	Bonds, Insurance and Mobilization (10% Max)	1	LSUM	\$25,000.00	\$ 25,000.00	\$9,800.00	\$ 9,800.00	\$4,500.00	\$ 4,500.00
2	Pre-Construction Audio-Visual	1	LSUM	\$1,500.00	\$ 1,500.00	\$4,070.00	\$ 4,070.00	\$1,000.00	\$ 1,000.00
3	Soil Erosion Control Measures	1	LSUM	\$4,750.00	\$ 4,750.00	\$2,650.00	\$ 2,650.00	\$1,500.00	\$ 1,500.00
4	Temporary Traffic Control Devices	1	LSUM	\$7,500.00	\$ 7,500.00	\$4,325.00	\$ 4,325.00	\$5,000.00	\$ 5,000.00
5	Permit Allowance	5000	DLR	\$1.00	\$ 5,000.00	\$1.00	\$ 5,000.00	\$1.00	\$ 5,000.00
6	Construction Protection Fencing- Orange	100	FT	\$11.50	\$ 1,150.00	\$4.00	\$ 400.00	\$10.00	\$ 1,000.00
7	Tree Protection Fencing	100	FT	\$11.50	\$ 1,150.00	\$4.00	\$ 400.00	\$10.00	\$ 1,000.00
8	Clearing	0.5	ACRE	\$16,950.00	\$ 8,475.00	\$15,400.00	\$ 7,700.00	\$3,000.00	\$ 1,500.00
9	Tree, Rem, 6 Inch to 18 Inch	9	EA	\$850.00	\$ 7,650.00	\$775.00	\$ 6,975.00	\$450.00	\$ 4,050.00
10	Tree, Rem, 19 Inch to 36 Inch	6	EA	\$2,250.00	\$ 13,500.00	\$1,325.00	\$ 7,950.00	\$1,050.00	\$ 6,300.00
11	Tree, Rem, 37 Inch or Larger	1	EA	\$3,400.00	\$ 3,400.00	\$2,200.00	\$ 2,200.00	\$2,250.00	\$ 2,250.00
12	Fence, Rem	27	FT	\$22.60	\$ 610.20	\$65.00	\$ 1,755.00	\$10.00	\$ 270.00
13	Embankment C/P	260	CY	\$34.00	\$ 8,840.00	\$26.25	\$ 6,825.00	\$35.00	\$ 9,100.00
14	Excavation, Earth	460	CY	\$34.00	\$ 15,640.00	\$34.50	\$ 15,870.00	\$45.00	\$ 20,700.00
15	Excavation, Rock	4	CY	\$225.00	\$ 900.00	\$175.00	\$ 700.00	\$100.00	\$ 400.00
16	Gravel Road Station Grading	11	STA	\$1,250.00	\$ 13,750.00	\$2,560.00	\$ 28,160.00	\$1,250.00	\$ 13,750.00
17	Subgrade Undercut (As Needed)	50	CY	\$56.50	\$ 2,825.00	\$85.00	\$ 4,250.00	\$105.00	\$ 5,250.00
18	Aggregate Base, 8 inch	546	SY	\$16.00	\$ 8,736.00	\$17.20	\$ 9,391.20	\$28.00	\$ 15,288.00
19	Shld, C/P, 8 inch	152	SY	\$22.60	\$ 3,435.20	\$35.00	\$ 5,320.00	\$35.00	\$ 5,320.00
20	HMA Leveling Course	346	TON	\$125.00	\$ 43,250.00	\$134.00	\$ 46,364.00	\$129.26	\$ 44,723.96
21	HMA Wearing Course	208	TON	\$150.00	\$ 31,200.00	\$136.00	\$ 28,288.00	\$157.08	\$ 32,672.64
22	Curb and Gutter, Conc, Det D2	50	FT	\$35.00	\$ 1,750.00	\$35.00	\$ 1,750.00	\$38.74	\$ 1,937.00
23	Curb and Gutter, Conc, Det F2	1388	FT	\$26.00	\$ 36,088.00	\$22.00	\$ 30,536.00	\$32.13	\$ 44,586.44
24	Shld Gutter, Conc, Det 2	2	EA	\$900.00	\$ 1,800.00	\$300.00	\$ 600.00	\$936.50	\$ 1,873.00
25	Mailbox, Relocate	1	EA	\$285.00	\$ 285.00	\$150.00	\$ 150.00	\$100.00	\$ 100.00
26	Mailbox, Post	1	EA	\$575.00	\$ 575.00	\$100.00	\$ 100.00	\$150.00	\$ 150.00
27	Shoulders, Conc, Modified	11	FT	\$135.00	\$ 1,485.00	\$50.00	\$ 550.00	\$84.82	\$ 933.02
28	Risrap, Plain	4	SY	\$175.00	\$ 700.00	\$140.00	\$ 560.00	\$350.00	\$ 1,400.00
29	Restoration	1	LS	\$15,000.00	\$ 15,000.00	\$51,996.00	\$ 51,996.00	\$35,000.00	\$ 35,000.00
30	Crew Days	800	EA	18	\$ 14,400.00	21	\$ 16,800.00	10	\$ 8,000.00
SUBTOTAL POWELL ROAD					\$ 280,344.40	\$ 301,435.20	\$ 274,564.06		

			AL'S ASPHALT		T&M ASPHALT PAVING		BEST ASPHALT		
No		QUANTITY	UNIT	UNIT PRICE (\$)	AMOUNT (\$)	UNIT PRICE (\$)	AMOUNT (\$)	UNIT PRICE (\$)	AMOUNT (\$)
CATEGORY 2 - PARK DRIVE									
1	Mobilization, Max 10%	1	LS	\$23,000.00	\$ 23,000.00	\$9,225.00	\$ 9,225.00	\$5,500.00	\$ 5,500.00
2	Soil Erosion Control Measures	1	LS	\$3,500.00	\$ 3,500.00	\$7,150.00	\$ 7,150.00	\$5,000.00	\$ 5,000.00
3	Temporary Traffic Control Devices	1	LS	\$5,000.00	\$ 5,000.00	\$3,900.00	\$ 3,900.00	\$4,500.00	\$ 4,500.00
4	Permit Allowance	5000	DLR	\$1.00	\$ 5,000.00	\$1.00	\$ 5,000.00	\$1.00	\$ 5,000.00

J:\PL\Design\PL22007 - Powell Road Paving\Bidding\PL22007.8 Bid Tab

5	Pavt. Rem	50	SY	\$23.00	\$1,150.00	\$30.00	\$1,500.00	\$45.00	\$2,250.00
6	Excavation Earth	350	CY	\$34.00	\$11,900.00	\$39.00	\$13,650.00	\$45.00	\$15,750.00
7	Subgrade Undercut (As Needed)	130	CY	\$56.50	\$7,345.00	\$75.00	\$9,750.00	\$105.00	\$13,650.00
8	Aggregate Base, 6 inch	4205	SY	\$11.00	\$46,255.00	\$9.65	\$40,578.25	\$17.45	\$73,377.25
9	Aggregate Base, 8 inch	50	SY	\$14.50	\$725.00	\$35.70	\$1,785.00	\$28.06	\$1,403.00
10	Cold Milling HMA Surface	4355	SY	\$3.25	\$14,153.75	\$3.60	\$15,678.00	\$6.64	\$28,917.20
11	HMA Leveling Course	605	TON	\$145.00	\$87,725.00	\$134.00	\$81,070.00	\$129.26	\$78,202.30
12	HMA Wearing Course	365	TON	\$175.00	\$63,875.00	\$136.00	\$49,640.00	\$157.08	\$57,334.20
13	Conc Pavt with Integral Curb Nonreinf. 9 Inch	50	SY	\$170.00	\$8,500.00	\$130.00	\$6,500.00	\$162.00	\$8,100.00
14	Restoration	1	LS	\$10,000.00	\$10,000.00	\$21,380.00	\$21,380.00	\$12,000.00	\$12,000.00
15	Rise Groutin	1	LS	\$2,000.00	\$2,000.00	\$3,200.00	\$3,200.00	\$1,200.00	\$1,200.00
16	Crew Day	\$800	EA	14	\$11,200.00	15	\$12,000.00	10	\$8,000.00
SUBTOTAL PARK DRIVE					\$ 301,328.75		\$ 282,006.25		\$ 320,183.95

	AL'S ASPHALT	T&M ASPHALT PAVING	BEST ASPHALT
TOTAL BID	\$ 581,673.15	\$ 583,441.45	* \$ 594,748.01

\* Bid corrected due to calculation error

Other Bids Received: PRO-LINE ASPHALT \$ 595,474.00  
 ASPHALT SPECIALISTS \$ 606,885.00  
 ANGLIN CIVIL \$ 736,606.00





## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** February 28, 2023

### **ITEM: Annual MDOT Right-of-Way Permit**

**PRESENTER:** Patrick J. Fellrath, Director of Public Services  
Kevin L. Bennett, Township Attorney

### **BACKGROUND:**

MDOT requires an annual permit for municipalities to occupy MDOT road right-of-way for the purpose of pavement repair and restoration (e.g., water/sewer repairs). As part of the permit application, the Township is required to pass a resolution as provided by MDOT.

Township Attorney reviewed the proposed resolution and general permit conditions. Proposed motion to conditionally approve resolution is based on his recommendation and consistent with past Township practice.

### **ACTION REQUESTED:**

Approve with a reservation of rights to challenge the indemnification provisions of the permit.

### **MODEL RESOLUTION:**

**I move to approve Resolution #2023-02-28-13, authorizing execution of the Annual Permit with MDOT to allow the Township to work within the MDOT Road Right-of-Way with the inclusion of a cover letter reserving the Township's right to challenge the indemnification provisions as beyond the authority of the Township.**

**ATTACHMENTS:** Cover Letter to MDOT; Resolution; Permit Conditions

### **ROLL CALL:**

\_\_\_ KH, \_\_\_ JV, \_\_\_ BD, \_\_\_ JB, \_\_\_ CC, \_\_\_ AM, \_\_\_ JS

## RESOLUTION # 2023-02-28-13

Michigan Department  
of Transportation  
2207B (05/21)

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### PERFORMANCE RESOLUTION FOR MUNICIPALITIES

*This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".*

RESOLVED WHEREAS, the \_\_\_\_\_ Charter Township of Plymouth  
(County, City, Village, Township, etc.)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY. Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

Kurt Heise, Township Supervisor

Patrick Fellrath, Director of Public Services

Dan Hamann, Department of Public Works (DPW) Foreman

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the \_\_\_\_\_ Board of Trustees  
 \_\_\_\_\_  
 (Name of Board, etc.)  
 of the \_\_\_\_\_ Charter Township of Plymouth \_\_\_\_\_ of \_\_\_\_\_ Wayne  
 \_\_\_\_\_  
 (Name of MUNICIPALITY) (County)  
 at a \_\_\_\_\_ regular \_\_\_\_\_ meeting held on the 28th day  
 of \_\_\_\_\_ February \_\_\_\_\_ A.D. \_\_\_\_\_ 2023.

\_\_\_\_\_  
 Signed

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Print Signed Name

BENNETT & DEMOPOULOS, PLLC

Counselors at Law  
217 West Ann Arbor Road  
Suite 302  
Plymouth, Michigan 48170

(734) 453-7877

KEVIN L. BENNETT

FAX (734) 453-1108

kbennett@hpcswb.com

February 21, 2023

Michigan Department of Transportation  
Taylor Transportation Service Center  
6510 Telegraph Road  
Taylor, MI 48180-3923

**RE: Charter Township of Plymouth  
Performance Resolution for Governmental Agencies**

To the Michigan Department of Transportation:

Be advised that this office is general counsel to the Charter Township of Plymouth. I have reviewed the proposed Performance Resolution for Municipalities and the General Conditions set forth in MOOT Form 2205-1 (08/21), and each contains provisions whereby the Township will indemnify MDOT.

Be advised that the Charter Township of Plymouth does not have the authority to enter into an indemnification agreement because it would be an unlawful loan of credit. In *Solomon v Department of State Highways & Transp*, 131 Mich App 479; 345 NW2d 717 (1984), the court of appeals held that the credit of the state (and by extension its municipalities) cannot be used as a guarantee or surety in favor of any person, association, or corporation, public or private. Further, in *Michigan Mun Liability & Prop Pool v Muskegon County Bd of County Rd Comm'rs*, 235 Mich App 183; 597 NW2d 187 (1999), the court held that the road commission did not have the authority to enter into an agreement to indemnify a city and its engineer. Accordingly, the Charter Township of Plymouth may not indemnify another entity.

To the extent that the Charter Township of Plymouth Board of Trustees adopts a

Page 1 of 2

resolution to accept the annual permit, and to the extent that the General Conditions, or any other form, purport that the Charter Township of Plymouth is indemnifying the State of Michigan or any other entity, the Charter Township of Plymouth disputes the validity of such indemnification provisions, and reserves the right to challenge such provisions.

Respectfully,

A handwritten signature in black ink, appearing to read "Kevin L. Bennett", with a stylized flourish at the end.

Kevin L. Bennett

cc: Kurt Heise, Supervisor  
Patrick Fellrath, Director of Public Utilities

## GENERAL CONDITIONS

This permit is issued subject to the following General Conditions:

1. This permit grants to the permittee only those rights specifically stated and no other. Maintenance work within the trunkline right of way may require a separate permit unless authorized within the scope of the annual permit.
2. Issuance of this permit does not relieve permittee from meeting any and all requirements of law, or of other public bodies or agencies. The permittee shall be responsible for securing including but not limited to any other permissions including or required by law including but not limited to cities, villages, townships, corporations, or individuals for the activities hereby permitted.
3. The permittee agrees as a General Condition of this permit to:
  - a. Have in the permittee's or the permittee's representative's possession on the job site at all times the approved permit, advanced notice and any necessary plans or sketches.
  - b. Submit Advance Notice through the online Construction Permit System (CPS) at least five (5) working days prior to commencement of any operations covered by this permit. No work shall start until an approved Advance Notice is e-mailed to the permittee.
  - c. Perform no work except emergency work, unless authorized by the Department (Michigan Department of Transportation [MDOT]), on Saturdays, Sundays, or from 3:00 p.m. on the day proceeding until the normal starting time the day after the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
  - d. Perform no work except emergency work during periods of inclement weather when reduced visibility or slippery conditions impair trunkline traffic.
  - e. Provide and maintain all necessary precautions to prevent injury or damage to persons and property from operations covered by this permit.
  - f. Furnish, install and maintain all necessary traffic controls and protection during permittee's operations in accordance with the Michigan Manual of Uniform Traffic Control Devices and any supplemental specifications set forth herein.
  - g. Once work is initiated that includes any lane restrictions, that work must be continued daily until completed. A lack of work activity for more than 3 days will require the removal of lane closures at no expense to the Department.
  - h. Notify the Department of completion of work authorized by this permit through CPS, so that final inspection may be made and surety deposit released (where applicable). Surety deposit will not be released until the work authorized by the permit has been completed and inspected, and all inspection charges billable to the permittee are paid.
4. Nothing in this permit shall be construed to grant any rights whatsoever to any public utilities, except as to the consent herein specifically given, nor to impair any existing rights granted in accordance with the constitution or laws of this state.
5. Any operations in the trunkline right of way not covered by permit and the appropriate Department specifications are in violation of the jurisdictional authority of the Department, with respect to the control of the trunkline right of way, unless approved by the Department. Any change or alteration in the permit activities requires prior approval of the Department and may require a new permit.
6. Performance of the requirements of this permit is the responsibility of the permittee. The permittee shall complete all operations for which this permit is issued in accordance with the General Conditions and conditions of this permit, by the specified completion date. The permittee shall meet all requirements of the current Department Standard Specifications for Construction, and the Supplemental Specifications set forth on or incorporated as a part of this permit.
7. The construction, operation and maintenance of the facility covered by this permit shall be performed without cost to the Department unless specified herein. The permittee shall be responsible for the cost of restoration of the state trunkline and right of way determined by the Department to be damaged as a result of the activities of the permittee.
8. Facilities allowed on state trunkline right of way shall be placed and maintained in a manner which will not impair the state trunkline or interfere with the reasonable safe and free flow of traffic. Failure of the permittee to maintain the facilities located within the State trunkline right of way so as not to interfere with the operation, maintenance or use of the state trunkline by the traveling public may result in revocation of the permit.
9. The permittee is solely and fully responsible for all activities undertaken pursuant to the permit. Any and all actions by the Department and those governmental bodies performing permit activities for the Department pursuant to a maintenance contract, including but not limited to any approved reviews and inspections of any nature, permit issuing, and final acceptance or rejection of the work or activity authorized by the permit shall not be construed as a warranty or assumption of liability on the part of the Department or those governmental bodies. It is expressly understood and agreed that any such actions are for the sole and exclusive purposes of the Department and the governmental bodies acting in a governmental capacity. Any such actions by the Department and governmental bodies will not relieve the permittee of its obligations hereunder, nor are such actions by the Department and the governmental bodies to be construed as a warranty as to the propriety of the permittee's performance.

Note: The following General Condition does not apply to municipalities with executed resolutions on file with MDOT.

The permittee shall indemnify, defend, and save harmless the State of Michigan, Michigan Transportation Commission, the Department and all officers, agents and employees thereof, and those governmental bodies performing permit activities for the Department and all officers, agents and employees thereof, pursuant to a maintenance contract, against any and all claims for damages arising from operations covered by this permit except claims resulting from the sole negligence or willful acts or omissions of said indemnities, its agent, or employees. In addition, permittee upon request shall furnish proof of insurance coverage for the term of this permit in an amount pre-specified.
10. The permittee or representative must ensure that all insurance policies and binders include an endorsement by which the insurer

agrees to notify the Department in writing at least 30 days before there is a cancellation or material change in coverage. The permittee or representative must stop operations if any insurance is cancelled or reduced and must not resume operations until new insurance is in force. The State of Michigan, Michigan Transportation Commission, Department of Transportation, and governmental bodies performing permit activities under a maintenance contract, and all officers, agents, and employees of all the above, for claims arising out of, under, or by reason of operations covered by the permits issued to the permittee.

11. This permit is not assignable and not transferable unless specifically agreed to by the Department.
12. The permittee, upon request of the Department, shall immediately remove, cease operations, and surrender this permit, or alter or relocate, at the permittee's own expense, the facility for which this permit is granted. Upon failure to do so, the Department may take any necessary action to protect the trunkline interest and the permittee shall reimburse the Department for its costs in doing same. The permittee expressly waives any right to claim damages or compensation in the event this permit is revoked.
13. The permittee shall, upon request by the Department, furnish a performance surety deposit in the form of a bond, cash, certified check, or (when authorized by the Department) an irrevocable letter of credit in such amount as deemed necessary by the Department to guarantee restoration of the trunkline highway or performance under the General Conditions and conditions of the permit.
14. The permittee hereby acknowledges and agrees that the Department has the right to demand completion by the permittee, or the performance surety, or to complete any uncompleted activity authorized by this permit which adversely affects the operation and/or maintenance of the state trunkline highway, or which is not completed by the expiration date of the permit, including:
  - a. Completion of construction of driveway and/or approach (not authorized by annual permit).
  - b. Removal of materials.
  - c. Restoration of the trunkline facilities and right of way as necessary for the reasonable safe and efficient operations of the trunkline highway.

The permittee further agrees to immediately reimburse the Department in full for all such costs incurred by the Department upon receipt of billing, and that upon failure to pay, the Department may affect payment with the performance surety deposit. Should the surety deposit be insufficient to cover expenses incurred by the Department, the permittee shall pay such deficiency upon billing by the Department. If the surety deposit exceeds the expense incurred by the Department, any excess will be returned or released to the depositor upon completion of the work to the satisfaction of the Department.

15. The Department reserves the right during the time any or all of the work is being performed to assign an inspector to protect the trunkline interest, and to charge the permittee all such costs incurred. In addition, the permittee may be billed any engineering and review fees incurred by the Department or its agent in connection with the work covered by this permit.
16. Emergency Operations: In time of disaster or emergency, or when utility lines or facilities are so damaged as to constitute a danger to life and/or property of the public, access to the same may be had by the most expeditious route. Work is to be completed in a manner which will provide the traveling public with maximum possible safety and minimize traffic distribution. Notice of such situations shall be given to the nearest police authority and the department as soon as can reasonably be done under the

circumstances. During normal Department work hours, the facility owner shall advise the Department of any operations within right of way which affect traffic operations or the highway structure or facilities prior to performance of the work. After normal Department work hours, the permittee, at the beginning of the first working day after the emergency operation, shall advise the Department of any operations which affect traffic operations or the highway structures and facilities. If determined necessary by the Department, the permittee shall secure an individual permit for such work after notification.

17. Upon the Department's request, as built drawings of work performed will be furnished to the Department within 30 days after completion of the work.
18. The permittee shall give notice to public utilities in accordance with Act 174 of 2013, as amended, and comply with all applicable requirements of this act. The permittee shall also comply with requirements of Act 451, P.A. of 1994, as amended.
19. The permittee acknowledges that the Department is without liability for the presence of the permittee's facility which is located within the trunkline right of way. Acceptance by the Department of work performed, and/or notice of termination of performance obligations for the surety and/or the permittee do not relieve the permittee of full responsibility for the permittee's work or for the presence of the permittee's facility in the trunkline right of way.
20. Where the Department has accepted an Indemnification Commitment in lieu of bond and/or insurance policies, such commitment is incorporated into this permit by reference.
21. It is illegal to discharge substances other than storm water into the Department's storm sewer system unless permission has been obtained in writing for other discharges.
22. The permittee shall be responsible for obtaining information on permitted environmental site closures within MDOT right of way. MDOT has implemented a program that allows environmental contamination to remain within the right of way by use of a permit. Issued permit information can be obtained from the Region/TSC in which the permit is issued. If the permittee will encounter a site area identified as a site closure permit area, the permittee shall follow instructions and conditions set forth in Supplemental Specifications #3 and specifications found in form 2205-C, "Special Conditions for Underground Construction".
23. Other than for normal daily vehicle and equipment usage requirements, the permittee shall not use or store unattended equipment, or the following types of hazardous materials on, over, under, or immediately adjacent to Department or Local Agency owned buildings, bridges and structures, unless expressly approved by the Department in writing:

Explosive, flammable gas, non-flammable gas, inhalation hazard, oxygen, flammable liquids, fuel oil, combustible, gasoline, flammable solids, spontaneously combustible, dangerous-when-wet, oxidizer organic peroxide, toxic, poisonous, inhalation hazard, infectious, radioactive, corrosive, or any other potentially hazardous material.

Furthermore, the permittee shall not allow hazardous or unreasonably objectionable smoke, fumes, vapor, or odors to emit from any permitted operation. No junk, garbage, refuse or unused construction materials shall be stored or accumulated within the MDOT Right-of-Way.

24. It is the responsibility of the utility owner to provide the depth and location of their facilities within MDOT ROW upon the department's request.

## SUPPLEMENTAL SPECIFICATIONS

1. Construction and Maintenance of Facilities – To construct and maintain utility crossings of limited access highways, access for the utility's service vehicles may be from county roads, service roads, and openings authorized in limited access right of way fences. The construction of utilities across limited access highways should be for the purpose of serving a general area rather than providing individual services, unless extenuating circumstances necessitate such crossings.

Equipment, vehicles or personnel will not operate within a distance of 30 feet from the edge of the pavement of roadways or ramps on limited access highways. At locations where utilities have been constructed in medians having a width greater than 80 feet or have otherwise been allowed to remain or to be constructed in limited access right of way, ingress and egress shall be by such routes as specified by the Department, which may also specify additional safety provisions.

2. Restoration- Restoration of the trunkline highway and right of way will be such that it will provide a condition equal to or better than the original condition, in accordance with Michigan Department of Transportation Standard Specifications.
3. Excavation and Disposal of Excavated Material – The permittee shall provide and place the necessary sheeting, shoring and bracing required to prevent caving, loss or settlement of foundation material supporting the pavement, or any other highway installation such as sewers, culverts, etc. The permittee shall assume the full responsibility for this protection and shall not proceed in these areas before approval of the methods by the Department.

Construction equipment and excavating material shall not be stocked in such locations that it creates a traffic hazard or interferes with the flow of traffic; and on limited access highways, shall be a minimum of 30 feet from the traveled way. Sod and topsoil shall be stacked separately from other excavated material. The permittee shall dispose of all surplus and unsuitable material outside of the limits of the highway, unless the permit provides for disposal at approved locations within right of way. In the latter case, the material shall be leveled and trimmed in an approved manner.

When the permittee is excavating within trunkline right of way and discovers existing contaminated soil and/or an abandoned underground storage tank, special permit specifications entitled "Special Conditions for Underground Construction" (Form 2205-C) shall apply.

4. Utility Cuts, Trenches and Pavement Replacement – Utility crossing by pavement cutting and removal are generally prohibited. If extenuating circumstances make tunneling, boring and jacking impractical pavement cutting may be used with approval of the Department. All utility cuts, trenching and pavement replacement shall comply with the requirements of the Standard Specifications and the Standard Plan "Utility Cuts, Trenches and Pavement Replacement". Unless otherwise specified, cuts in concrete residential and commercial drives shall be as above; except that the patch width shall be a minimum of 3 feet and the remaining slab from patch to existing joint shall be a minimum of 3 feet. Backfill shall be made with sand-gravel as specified in the Standard Specifications, unless otherwise directed. After the backfill has been placed and compacted by controlled density method, the pavement shall be replaced with new pavement of the original type and quality, unless at the season of the year when it is not feasible to replace

pavement in kind. In this case, a temporary surface of bituminous material shall be placed with Department approval and later replaced with pavement of the original type at the applicant's expense. Other pavement types may be allowed with prior approval of the Department.

5. Crossing Roadbed by Tunneling or Boring and Jacking – All crossing of roadbed operations involving tunneling, boring and jacking shall comply with the Department's special provisions for such work.
6. Backfilling and Compacting Backfill – Unless otherwise specified, all trenches, holes and pits shall be filled with sound earth or with sand-gravel if so provided, placed in successive layers not more than 9 inches in depth, loose measure, and each layer shall be thoroughly compacted by tamping. All backfill compaction will be subject to check by the controlled density method.
7. Depth of Cover Method- Unless otherwise authorized, pipes shall be placed to a depth that will provide not less than 6 feet of cover between the top of the roadway surface and the pipe, 3 feet cover below the ditch line. All bores across MDOT highways that are 12" or larger will require a geotechnical report that complies with the General Conditions and conditions of the permit.
8. Trees:
  - a. The permittee is responsible for obtaining permission from abutting owners when trimming or removing trees on easement right of way.
  - b. Tree removal or trimming may be undertaken only after submission of an "Advance Notice" through CPS, a field review by the Region Resource Specialist and an approved copy of the advanced notice is e-mailed to the permittee.
  - c. Limbs, logs, stumps and litter shall be disposed of in a manner acceptable to the Department.
  - d. Tree roots shall be bored a distance of one foot for each one inch of trunk diameter for underground utility installations
9. Aerial Wire Crossings – Vertical clearance of wires, conductors and cables over state trunkline shall not be less than required by Section 232 of the National Electrical Safety Code, except in no case shall the under-clearance below any wire, conductor, or cable, under any temperature or loading condition, be less than eighteen feet (18').



BOARD DATE

2/28/2023

D.2

FUND NAME	FUND NUMBER	TOTAL INC PAYROLL	PAYROLL & INVOICES PAID PRIOR TO MEETING	INVOICES PAID AFTER BOARD REVIEW
GENERAL FUND	101	591,453.19	507,307.29	84,145.90
DRUG FORFEITURE	262	-	-	
DRUG FORFEITURE	265	-	-	
DRUG FORFEITURE	266	-	-	
ARPA	285	-	-	
IMPROV. REV.	446	-	-	
TRANSPORATION	588	4,502.74	4,502.74	
WATER & SEWER	592	512,712.56	479,361.60	33,350.96
SWD	596	4,554.86	4,554.36	0.50
TAX POOL	703	-	-	
POLICE BOND FUND	710	-	-	
SPECIAL ASSESS CAPITAL	805	90.05	-	90.05
	<b>TOTAL</b>	<b>1,113,313.40</b>	<b>995,725.99</b>	<b>117,587.41</b>

GRAND TOTAL

1,113,313.40

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

### VENDOR INFORMATION

### INVOICE INFORMATION

#### AIRGAS USA, LLC

INV# 9994425467 CYLINDER RENTAL

101-336-773.000

HAZMAT

101-336-773.000

MED XS

101-336-773.000

INV# 9994425467 OXYGEN MED LRG

Invoice Amount:

\$505.61

Check Date:

02/28/2023

48.76

74.40

382.45

#### ALLIE BROTHERS UNIFORMS

INV# 90554 UNIFORM BELL CROWN HAT/HALLE

101-336-767.000

INV# 90554 UNIFORM BELL CROWN HAT

Invoice Amount:

\$69.99

Check Date:

02/28/2023

69.99

#### ALLIE BROTHERS UNIFORMS

INV# 90555 UNIFORM STARS, HAT BADGE, EMBL

101-336-767.000

INV# 90555 STARS

101-336-767.000

UNIFORM HAT BADGE

101-336-767.000

NEW EMBLEMS

101-336-767.000

UNIFORM PANTS CLASS A

Invoice Amount:

\$161.50

Check Date:

02/28/2023

15.00

67.50

9.00

70.00

#### ALLIE BROTHERS UNIFORMS

INV# 90558 UNIFORM COLLAR INSIGNIA KROGO

101-336-767.000

INV# 90558 UNIFORM COLLAR INSIGNIA

Invoice Amount:

\$16.00

Check Date:

02/28/2023

16.00

#### ALLIE BROTHERS UNIFORMS

INV# 90660 MANGAN / UNIFORM SHIRT, COLLA

101-336-767.000

INV# 90660 UNIFORM SHIRT

101-336-767.000

UNIFORM COLLAR BRASS

101-336-767.000

UNIFORM HAT BAND

101-336-767.000

UNIFORM BUTTONS SM SILVER CAP

Invoice Amount:

\$96.99

Check Date:

02/28/2023

46.99

16.00

24.00

10.00

#### ALLIE BROTHERS UNIFORMS

INV# 90659 VILLET/ UNIFORM BASEBALL HAT

101-336-767.000

INV# 90659 UNIFORM BASEBALL HAT

Invoice Amount:

\$49.98

Check Date:

02/28/2023

49.98

#### ALLIE BROTHERS UNIFORMS

INV# 90650 INMAN/ GLOVES, UNIFORM SHIRT,

101-336-767.000

INV# 90650 GLOVES /DEPARTMENT

101-336-767.000

UNIFORM SHIRT

101-336-767.000

UNIFORM CLASS A PANTS

101-336-767.000

UNIFORM DRESS JACKET

Invoice Amount:

\$685.97

Check Date:

02/28/2023

240.00

48.99

89.99

306.99

#### ALLIE BROTHERS UNIFORMS

INV. 90553 2/8/2023 UNIFORM EQUIPMENT/OFF

101-301-767.000

UNIFORM BOOTS

Invoice Amount:

\$200.00

Check Date:

02/28/2023

200.00

#### ALLIE BROTHERS UNIFORMS

INV. 90610 2/10/2023 UNIFORM EQUIPMENT/OF

101-301-767.000

UNIFORM BOOTS

Invoice Amount:

\$189.99

Check Date:

02/28/2023

189.99

#### ALLIE BROTHERS UNIFORMS

INV. 90556 2/8/2023 UNIFORM EQUIPMENT/OFF

101-301-767.000

UNIFORM BOOTS

Invoice Amount:

\$430.00

Check Date:

02/28/2023

430.00

#### ALLIE BROTHERS UNIFORMS

INV. 90664 2/14/2023 UNIFORM EQUIPMENT/CH

101-301-767.000

UNIFORM L/S SHIRT

101-301-767.000

UNIFORM PANTS

101-301-767.000

UNIFORM BELT

101-301-767.000

UNIFORM TIE

Invoice Amount:

\$219.47

Check Date:

02/28/2023

53.99

62.99

35.00

7.50

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

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VENDOR INFORMATION		INVOICE INFORMATION	
	101-301-767.000	UNIFORM HAT	59.99
<b>ALLIE BROTHERS UNIFORMS</b>		<b>Invoice Amount:</b>	<b>\$105.98</b>
INV. 90557 2/8/2023 UNIFORM EQUIPMENT/PSA		<b>Check Date:</b>	<b>02/28/2023</b>
101-325-767.000	UNIFORM L/S POLO SHIRT		105.98
<b>ALLIE BROTHERS UNIFORMS</b>		<b>Invoice Amount:</b>	<b>\$38.00</b>
INV. 90581 2/9/2023 UNIFORM EQUIPMENT/OFF		<b>Check Date:</b>	<b>02/28/2023</b>
101-301-767.000	UNIFORM ALTERATION/DRESS COAT		29.00
101-301-767.000	UNIFORM REMOVE EMBLEMS/DRESS COAT		9.00
<b>ALLIANCE OF ROUGE COMMUNITIES</b>		<b>Invoice Amount:</b>	<b>\$13,484.00</b>
MEMBERSHIP DUES 2023 #201940		<b>Check Date:</b>	<b>02/28/2023</b>
592-540-899.000	MEMBERSHIP DUES 2023		13,484.00
<b>ASSOCIATED NEWSPAPERS OF MICHIGAN</b>		<b>Invoice Amount:</b>	<b>\$90.05</b>
OVERFLOW OR BACK OF A SEWAGE DISPOOSAL		<b>Check Date:</b>	<b>02/28/2023</b>
805-444-974.023	2023 SIDEWALK REPLACEMT INVC 47956		90.05
<b>ASSOCIATED NEWSPAPERS OF MICHIGAN</b>		<b>Invoice Amount:</b>	<b>\$28.83</b>
OVERFLOW OR BACK OF A SEWAGE DISPOOSAL		<b>Check Date:</b>	<b>02/28/2023</b>
592-537-901.000	PT0299-2.5 X 2.306 INVC 47953		28.83
<b>ASSOCIATED NEWSPAPERS OF MICHIGAN</b>		<b>Invoice Amount:</b>	<b>\$90.39</b>
SPECIAL LAND USE & PUD		<b>Check Date:</b>	<b>02/28/2023</b>
101-737-901.000	PT0300-020223 2.5 X 7.231		90.39
<b>ASSOCIATED NEWSPAPERS OF MICHIGAN</b>		<b>Invoice Amount:</b>	<b>\$61.81</b>
SPECIAL LAND USE & PUD		<b>Check Date:</b>	<b>02/28/2023</b>
101-737-901.000	PT0301-020223 2.5 X 4.945		61.81
<b>AutoZone, Inc.</b>		<b>Invoice Amount:</b>	<b>\$22.00</b>
INV# 4382786580 DURALAST GOLD BATTERY		<b>Check Date:</b>	<b>02/28/2023</b>
101-336-863.000	INV# 4382786580 DURALAST GOLD BATTERY		22.00
<b>AutoZone, Inc.</b>		<b>Invoice Amount:</b>	<b>\$23.46</b>
INV# 4382751312 WINDSHIELD FLUID		<b>Check Date:</b>	<b>02/28/2023</b>
101-336-863.000	INV# 4382751312 WINDSHIELD FLUID		23.46
<b>Axon Enterprise, Inc.</b>		<b>Invoice Amount:</b>	<b>\$516.00</b>
INV. INUS135635 2/1/2023 EVIDENCE.COM LICE		<b>Check Date:</b>	<b>02/28/2023</b>
101-301-831.000	EVIDENCE.COM PROFESSIONAL LICENSE		468.00
101-301-831.000	10 GB EVIDENCE.COM STORAGE PAYMENT		48.00
<b>BLACKWELL FORD INC.</b>		<b>Invoice Amount:</b>	<b>\$39.90</b>
INV. 401707 2/6/2023 VEHICLE REPAIR/C99804		<b>Check Date:</b>	<b>02/28/2023</b>
101-301-863.000	REPLACE ONE TIRE		39.90
<b>BLACKWELL FORD INC.</b>		<b>Invoice Amount:</b>	<b>\$527.04</b>
INV. 401662 2/10/2023 VEHICLE REPAIR/A4193		<b>Check Date:</b>	<b>02/28/2023</b>
101-301-863.000	REPLACE BOTH HOSE ASSEMBLIES		527.04
<b>BLACKWELL FORD INC.</b>		<b>Invoice Amount:</b>	<b>\$1,476.45</b>
INV. 401417 2/9/2023 VEHICLE REPAIR/106438		<b>Check Date:</b>	<b>02/28/2023</b>
101-301-863.000	REMOVE & REPLACE RH CATALYST		1,476.45

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## VENDOR INFORMATION

## INVOICE INFORMATION

<b>CLIA LABORATORY PROGRAM</b>		<b>Invoice Amount:</b>	<b>\$180.00</b>
CLIA LABORATORY PROGRAM 23D1067845		<b>Check Date:</b>	<b>02/28/2023</b>
101-336-957.000	23D1067845 CLIA LABORATORY PROGRAM		180.00
<b>CAROUSEL CARPET &amp; UPHOLSTERY CLNG</b>		<b>Invoice Amount:</b>	<b>\$1,160.00</b>
INVOICE#6201 CLEAN ALL CARPET 2ND FLOOR		<b>Check Date:</b>	<b>02/28/2023</b>
101-265-822.000	INV#6201 2ND FLOOR TWP HALL CARPET		1,160.00
<b>CDW GOVERNMENT INC</b>		<b>Invoice Amount:</b>	<b>\$1,130.00</b>
VMWARE SUPPORT RENEWAL - QUOTE # NFDX5		<b>Check Date:</b>	<b>02/28/2023</b>
101-261-831.000	VMWARE SUPPORT RENEWAL 2/13/23 - 2/12/2		1,130.00
<b>CDW GOVERNMENT INC</b>		<b>Invoice Amount:</b>	<b>\$240.00</b>
TECHNICAL SUPPORT HOURS - AD HOC SOW 01-		<b>Check Date:</b>	<b>02/28/2023</b>
101-261-831.000	TECHNICAL SUPPORT HOURS-25		240.00
<b>CODE SAVVY CONSULTANTS LLC</b>		<b>Invoice Amount:</b>	<b>\$265.00</b>
INV.#2157 MAHLE POWERTRAIN SPRINKLER PLA		<b>Check Date:</b>	<b>02/28/2023</b>
101-371-801.000	INV.#2157 SPRINKLER PLAN REVIEW		265.00
<b>CORRIGAN OIL COMPANY</b>		<b>Invoice Amount:</b>	<b>\$1,665.24</b>
#7724904 2/2/23 - GAS 87-ETHANOL - DYDLS - F		<b>Check Date:</b>	<b>02/28/2023</b>
592-537-759.000	DYDLSMIX		1,048.46
592-537-759.000	GE87 GAS-ETHANOL		597.96
592-537-759.000	Environmental Fee		9.95
592-537-759.000	Fuel Tax Recap		8.87
<b>CORRIGAN OIL COMPANY</b>		<b>Invoice Amount:</b>	<b>\$1,692.90</b>
#7731696 2/10/23 - GAS 87-ETHANOL - FUEL T		<b>Check Date:</b>	<b>02/28/2023</b>
592-537-759.000	Fuel Tax Recap		10.69
592-537-759.000	Environmental Fee		9.95
592-537-759.000	GE87 GAS-ETHANOL		1,672.26
<b>Corporate Benefit Solutions, LLC</b>		<b>Invoice Amount:</b>	<b>\$400.00</b>
INVOICE # 4051 - FEBRUARY 2023 PREMIUM FO		<b>Check Date:</b>	<b>02/28/2023</b>
101-171-801.000	#4051 - 2/23 BENXPRESS		400.00
<b>DOROSHEWITZ, ROBERT J.</b>		<b>Invoice Amount:</b>	<b>\$35.88</b>
DEC 2022 MILEAGE		<b>Check Date:</b>	<b>02/28/2023</b>
101-253-861.000	DEC 2022 MILEAGE		35.88
<b>DON'S SMALL ENGINE REPAIR, INC</b>		<b>Invoice Amount:</b>	<b>\$101.61</b>
#64566 2/15/23 REPAIR CHAINSAW PLUS NEW C		<b>Check Date:</b>	<b>02/28/2023</b>
592-537-931.000	LABOR		14.83
592-537-931.000	PARTS		46.78
592-537-931.000	MISC		40.00
<b>Ferguson Waterworks</b>		<b>Invoice Amount:</b>	<b>\$3,973.92</b>
#0165768-2 FROM (PO 22-88256)		<b>Check Date:</b>	<b>02/28/2023</b>
592-537-787.000	NED2F11RPEG11 1" METER		3,973.92
<b>GRAINGER, W.W., INC.</b>		<b>Invoice Amount:</b>	<b>\$147.67</b>
#9593063135 2/1/23 SIZE 12 RUBBER BOOTS FO		<b>Check Date:</b>	<b>02/28/2023</b>
592-537-767.000	21A616A		147.67
<b>Great Lakes Ace Hardware</b>		<b>Invoice Amount:</b>	<b>\$22.79</b>
INV # 8833/876 - PARKS - SCREWS FOR PICNIC		<b>Check Date:</b>	<b>02/28/2023</b>

# Charter Township of Plymouth

## AP Invoice Listing - Board Report

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

	101-751-757.000	INV # 8833/876-PARKS-SCREWS	22.79
<b>GUARDIAN ALARM CO</b>		<b>Invoice Amount:</b>	<b>\$302.40</b>
ALARM BILLING PLYMOUTH TOWNSHIP PUMP H		<b>Check Date:</b>	<b>02/28/2023</b>
592-537-801.000	Monitoring, Maintenance & Services		302.40
<b>HALT FIRE INC</b>		<b>Invoice Amount:</b>	<b>\$629.82</b>
INV# S0099116 OIL CHAINGE /TRANSMISSION F		<b>Check Date:</b>	<b>02/28/2023</b>
101-336-863.000-20	INV# S0099116 MOBIL REPAIR ENG 1		337.50
101-336-863.000-20	OIL AND TRANS SEND SYN		160.32
101-336-863.000-20	MISC		15.00
101-336-863.000-20	OIL/FILTER DISPOSAL		12.00
101-336-863.000-20	MILEAGE		105.00
<b>HAMANN, DAN</b>		<b>Invoice Amount:</b>	<b>\$10.00</b>
PARKING REIMBURSEMENT FOR LANSING CENTER		<b>Check Date:</b>	<b>02/28/2023</b>
592-537-861.000	PARKING REIMBURSEMENT		10.00
<b>HUMANE SOCIETY OF HURON VALLEY</b>		<b>Invoice Amount:</b>	<b>\$349.00</b>
INV. 202301 1/31/2023 STRAY IMPOUND SERVIC		<b>Check Date:</b>	<b>02/28/2023</b>
101-301-836.000	STRAY IMPOUND SERVICES		349.00
<b>HYDRO CORP</b>		<b>Invoice Amount:</b>	<b>\$1,786.50</b>
CROSS CONNECTION CONTROL JAN 23 #007074		<b>Check Date:</b>	<b>02/28/2023</b>
592-537-826.000	CROSS CONNECTION PROGRAM JAN 23 #0070		1,786.50
<b>HYDRO CORP</b>		<b>Invoice Amount:</b>	<b>\$7,734.00</b>
CROSS CONNECTION RESIDENTIAL - JAN 23 #00		<b>Check Date:</b>	<b>02/28/2023</b>
592-537-826.000	CROSS CONNECTION RESIDENTIAL JAN 23		7,734.00
<b>IDEAL CALIBRATIONS</b>		<b>Invoice Amount:</b>	<b>\$178.00</b>
INV # 11316 DISPOSABLE STEEL CALIBRATION		<b>Check Date:</b>	<b>02/28/2023</b>
101-336-757.000	INV # 11316 GAS CYLINDER		178.00
<b>J &amp; B MEDICAL SUPPLY INC</b>		<b>Invoice Amount:</b>	<b>\$207.00</b>
ORDER # 725358 INV# 9099318 SYRINGE PRE-		<b>Check Date:</b>	<b>02/28/2023</b>
101-336-773.000	INV# 9099318 SYRINGE PRE-FILLED FLUSH		207.00
<b>J &amp; B MEDICAL SUPPLY INC</b>		<b>Invoice Amount:</b>	<b>\$1,815.32</b>
ORDER # 756947 INV# 9101996		<b>Check Date:</b>	<b>02/28/2023</b>
101-336-773.000	INV# 9101996 RAINBOW RC-04 20 PIN		357.00
101-336-773.000	RAINBOW DCI-DC3 ADULT REUSABLE		1,458.32
<b>KNIGHT TECHNOLOGY GROUP, INC.</b>		<b>Invoice Amount:</b>	<b>\$285.00</b>
TECH SUPPORT - FIREWALL SUPPORT - INVOICE		<b>Check Date:</b>	<b>02/28/2023</b>
101-261-831.000	TECH SUPP-MERAKI FW ISSUE SUPPORT		285.00
<b>KNIGHT TECHNOLOGY GROUP, INC.</b>		<b>Invoice Amount:</b>	<b>\$397.50</b>
TECH SUPPORT - EXCHANGE SERVER SECURITY		<b>Check Date:</b>	<b>02/28/2023</b>
101-261-831.000	SCADA CONF CALL RE: TEXT ALERTS		47.50
101-261-831.000	EXCHANGE SERVER SECURITY UPDATE		350.00
<b>KONICA MINOLTA BUSINESS SOLUTIONS</b>		<b>Invoice Amount:</b>	<b>\$3.19</b>
KONICA MINOLTA #285046677 1/31/23 MAINT		<b>Check Date:</b>	<b>02/28/2023</b>
101-171-934.000	KONICA MINOLTA - C454E COVERAGE		0.50
101-228-934.000	KONICA MINOLTA - COVERAGE		0.50
101-701-934.000	KONICAL MINOLTA - COVERAGE		0.50

# Charter Township of Plymouth

## AP Invoice Listing - Board Report

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

596-528-934.000	KONICA MINOLTA - COVERAGE	0.50
592-536-934.000	KONICA MINOLTA - COVERAGE	1.19

**KSS Enterprises**

INV 1457601 -- FY2023 BLANKET PO - FOR PARK

101-751-775.000	FY2023 BLANKET PO	
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**Invoice Amount: \$32.32****Check Date: 02/28/2023**

32.32

**M H R BILLING SERVICES**

INV# 4337 MONTHLY BILLING

101-336-825.000	INV# 4337 MONTHLY BILLING	
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**Invoice Amount: \$1,188.00****Check Date: 02/28/2023**

1,188.00

**MCKENNA ASSOCIATES INC**

# 90047-76 - PROFESSIONAL SERVICES JANUAR

101-701-804.000	PRO. SERV - SENIOR PLANNER (1.5 HRS)	165.00
101-701-804.000	#2560 - LIMORE EXPRESSIONS SITE PLAN #1	850.00
101-701-804.000	#2461 - UNDERCOVER STORAGE LOT SPLIT #	470.00
101-701-804.000	#2462 - 9264 BROOKLINE AV - LOT SPLIT #1	200.00
101-701-804.000	#2463 -1131 AA RD -BIGBY-SPECIAL LAND #1	700.00
101-701-804.000	#2465 -1131 AA RD - BIGBY- SITE PLAN #1	850.00
101-701-804.000	#2466-14670 NORTHVILLE RD SPECIAL LAND	700.00
101-701-804.000	#2467-5 MI SELF STORAGE-SPEC LAND #1	700.00
101-701-804.000	ASSOC. PLANNER - MASTER PAN MAPS REVISI	204.00

**Invoice Amount: \$4,839.00****Check Date: 02/28/2023****MCKENNA ASSOCIATES INC**

INVOICE # 21702-76 -- PROFESSIONAL SERVIC

101-701-804.000	14 - 1/2 DAY ON-SITE SERVICE @\$380 EA	5,320.00
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**Invoice Amount: \$5,320.00****Check Date: 02/28/2023****MICHIGAN, STATE OF**

STORMWATER ANNUAL PERMIT FEE 2023 #7611

592-540-899.000	STORMWATER ANNUAL PERMIT FEE 2023	500.00
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**Invoice Amount: \$500.00****Check Date: 02/28/2023****MICHIGAN LINEN SERVICE**

#483804 2/3/23

592-537-767.000	2/3/23 UNIFORM CLEANING SERVICES - FEE	74.05
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**Invoice Amount: \$74.05****Check Date: 02/28/2023****MICHIGAN LINEN SERVICE**

#484199 2/10/23

592-537-767.000	2/10/23 UNIFORM CLEANING SERVICES - FEE	74.05
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**Invoice Amount: \$74.05****Check Date: 02/28/2023****MICHIGAN LINEN SERVICE**

INV. 484147 2/9/2023 PRISONER BLANKET CLEA

101-351-822.000	BLANKET CLEANING	52.50
101-351-822.000	ENVIRONMENTAL FEE	8.00
101-351-822.000	TEMP FUEL SURCHARGE	4.00

**Invoice Amount: \$64.50****Check Date: 02/28/2023****NAPA Auto Parts**

#784974 2/13/23 2 BATTERIES FOR CAT BACKH

592-537-931.000	PARTS	
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**Invoice Amount: \$326.10****Check Date: 02/28/2023**

326.10

**GIARMARCO, MULLINS & HORTON, PC.**

INV. #44 - LABOR ATTY. (JOHN C. CLARK) 1/23

101-261-808.000	INV. # 44 LABOR ATTY SERV. 1/23 (CLARK)	2,597.75
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**Invoice Amount: \$2,597.75****Check Date: 02/28/2023****O K FIRE EQUIPMENT CO**

INV# 10452 ANNUAL FIRE EXTINGUISHER INSPE

101-336-801.000	INV # 10452 FIRE EXTINGUISHER INSPECTIO	65.00
101-336-801.000	HYDRO TEST	85.00
101-336-801.000	15LB CO2 RECHARGE	55.00

**Invoice Amount: \$240.00****Check Date: 02/28/2023**

# Charter Township of Plymouth AP Invoice Listing - Board Report

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## VENDOR INFORMATION

## INVOICE INFORMATION

	101-336-801.000	O RINGS	3.00
	101-336-801.000	NEW HOSE CLAMP	32.00
<b>OFFICE DEPOT</b>		<b>Invoice Amount:</b>	<b>\$111.89</b>
INV. 290183620001 2/3/2023 OFFICE SUPPLIES		<b>Check Date:</b>	<b>02/28/2023</b>
	101-325-752.000	TONER CARTRIDGE 148A	111.89
<b>OCCUPATIONAL HEALTH CENTERS OF MI</b>		<b>Invoice Amount:</b>	<b>\$52.00</b>
INV# 714687336 -- UDS COLLECT AND RANDOM		<b>Check Date:</b>	<b>02/28/2023</b>
	592-537-835.000	KITCHEN - # 714687336	52.00
<b>ORCHARD, HILTZ, &amp; MCCLIMENT, INC.</b>		<b>Invoice Amount:</b>	<b>\$682.50</b>
AMI METER RFP #59496		<b>Check Date:</b>	<b>02/28/2023</b>
	592-537-803.000	AMI METER RFP #59496	682.50
<b>ORCHARD, HILTZ, &amp; MCCLIMENT, INC.</b>		<b>Invoice Amount:</b>	<b>\$107.25</b>
GENERAL DRIVE SAD - CA/CE #59495		<b>Check Date:</b>	<b>02/28/2023</b>
	101-441-803.000	PROFESSIONAL SERVICES RENDERED THRU 1/	107.25
<b>OVERAITIS, JOSEPH RUSSELL</b>		<b>Invoice Amount:</b>	<b>\$10.00</b>
PARKING REIMBURSEMENT FOR LANSING CENTER		<b>Check Date:</b>	<b>02/28/2023</b>
	592-537-861.000	PARKING	10.00
<b>PARAGON LABORATORIES</b>		<b>Invoice Amount:</b>	<b>\$164.00</b>
#50148-234350 2/9/23		<b>Check Date:</b>	<b>02/28/2023</b>
	592-537-801.000	EPA 524.2 TRIHALOMETHANES	50.00
	592-537-801.000	EPA 552.3 HALOACETIC ACIDS	114.00
<b>CITY OF PLYMOUTH</b>		<b>Invoice Amount:</b>	<b>\$374.15</b>
DMS SERVICES/ OTHER 2/6/23 #5609		<b>Check Date:</b>	<b>02/28/2023</b>
	101-441-780.000	DMS SERVICES/OTHER	374.15
<b>CHARTER TWSP OF PLYMOUTH</b>		<b>Invoice Amount:</b>	<b>\$604.04</b>
INV # - 23-0003757 -- SENIOR TRANSPORTATIO		<b>Check Date:</b>	<b>02/28/2023</b>
	101-673-860.000	SENIOR TRANS 1/23	604.04
<b>PLYMOUTH-CANTON COMMUNITY SCHOOLS</b>		<b>Invoice Amount:</b>	<b>\$439.28</b>
INV#004137 JANUARY FUEL INVOICE BULDING		<b>Check Date:</b>	<b>02/28/2023</b>
	101-371-759.000	INV#004137 JANUARY FUEL INVOICE	339.38
	101-265-759.000	INV#004137 JANUARY FUEL INVOICE	99.90
<b>PLYMOUTH-CANTON COMMUNITY SCHOOLS</b>		<b>Invoice Amount:</b>	<b>\$649.73</b>
INV # 004137 JANUARY FUEL		<b>Check Date:</b>	<b>02/28/2023</b>
	101-336-759.000	INV # 004137 JANUARY FUEL	649.73
<b>PLYMOUTH-CANTON COMMUNITY SCHOOLS</b>		<b>Invoice Amount:</b>	<b>\$6,456.16</b>
INV. 004137 2/9/2023 - JANUARY FUEL		<b>Check Date:</b>	<b>02/28/2023</b>
	101-301-759.000	PATROL VEHICLES	6,456.16
<b>PRIORITY ONE EMERGENCY</b>		<b>Invoice Amount:</b>	<b>\$342.99</b>
INV # 70091383 HAZMAT/ SMITH/ MENS HI-VIS		<b>Check Date:</b>	<b>02/28/2023</b>
	101-336-767.000	VINYL	12.00
	101-336-767.000	NAMETAPE	10.00
	101-336-767.000	INV# 70091383 PARKA	320.99
<b>Pumphrey, Zachary</b>		<b>Invoice Amount:</b>	<b>\$10.00</b>
PARKING REIMBURSEMENT FOR LANSING CENTER		<b>Check Date:</b>	<b>02/28/2023</b>

# Charter Township of Plymouth

## AP Invoice Listing - Board Report

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VENDOR INFORMATION		INVOICE INFORMATION	
	592-537-861.000	PARKING REIMBURSEMENT	10.00
<b>TEL Systems</b>		<b>Invoice Amount:</b>	<b>\$3,736.00</b>
MULTI PURPOSE AV ROOM PCT001		<b>Check Date:</b>	<b>02/28/2023</b>
	101-101-970.000	INV 14367	3,736.00
<b>TOWN LOCKSMITH</b>		<b>Invoice Amount:</b>	<b>\$15.00</b>
INV. 64201 2/13/2023 PADLOCK KEYS MADE/WIL		<b>Check Date:</b>	<b>02/28/2023</b>
	101-301-752.000	PADLOCK KEYS	15.00
<b>USA Bio Care LLC</b>		<b>Invoice Amount:</b>	<b>\$885.00</b>
INV. 03012389 2/16/ 2023 BIO HAZARD REMEDI		<b>Check Date:</b>	<b>02/28/2023</b>
	101-751-801.000	03012389 - REMED. OF ADA PLAYScape	885.00
<b>UPPER LEVEL GRAPHICS</b>		<b>Invoice Amount:</b>	<b>\$425.00</b>
#24105 2/16/23 GRAPHICS FOR NEW F-150		<b>Check Date:</b>	<b>02/28/2023</b>
	592-537-970.000	GRAPHICS	425.00
<b>VIGILANTE SECURITY</b>		<b>Invoice Amount:</b>	<b>\$105.00</b>
#706647 2/8/23		<b>Check Date:</b>	<b>02/28/2023</b>
	592-537-801.000	15275 NORTHVILLE RD. PRN MONITORING	105.00
<b>Wadsworth Solutions Northwest</b>		<b>Invoice Amount:</b>	<b>\$5,995.00</b>
GALAXY UPS 1YR ADVANTAGE ULTRA SERVICE P		<b>Check Date:</b>	<b>02/28/2023</b>
	101-301-831.000	1 YR ADV ULTRA SRV PLAN W/4HR UPGRADE-P	2,100.00
	101-261-831.000	1 YR ADV ULTRA SRV PLAN W/4HR UPGRADE-A	3,895.00
<b>WAYNE COUNTY</b>		<b>Invoice Amount:</b>	<b>\$420.00</b>
INV. 313801 2/7/2023 DECEMBER 2022 PRISON		<b>Check Date:</b>	<b>02/28/2023</b>
	101-351-839.000	DECEMBER PRISONER HOUSING	420.00
<b>WCA ASSESSING</b>		<b>Invoice Amount:</b>	<b>\$27,657.25</b>
APPRAISAL SERVICES RENDERED - MARCH 2023		<b>Check Date:</b>	<b>02/28/2023</b>
	101-257-801.000	Appraisal Services Rendered (Contract)	27,500.58
	101-257-801.000	Co-Star Services	156.67
<b>Thomas Reuters -WEST PAYMENT CENTER</b>		<b>Invoice Amount:</b>	<b>\$798.58</b>
INV. 847748399 2/1/2023 WEST INFORMATION		<b>Check Date:</b>	<b>02/28/2023</b>
	101-301-831.000	JANUARY 1-31 CLEAR LAW ENF PLUS	118.81
	101-301-831.000	JANUARY 1-31 CLEAR LICENSE PLATE READE	679.77
<b>Eastern Michigan University</b>		<b>Invoice Amount:</b>	<b>\$3,500.00</b>
INV. S3745164 2/9/2023 STAFF & COMMAND TR		<b>Check Date:</b>	<b>02/28/2023</b>
	101-301-958.000	STAFF & COMMAND - SGT. FRITZ	3,500.00
<b>Yeo &amp; Yeo, PC</b>		<b>Invoice Amount:</b>	<b>\$4,725.00</b>
FY2022 AUDIT PROGRESS BILLING - SERVICES T		<b>Check Date:</b>	<b>02/28/2023</b>
	101-261-801.000	FY2022 ANNUAL AUDIT - PROGRESS BILLING	4,000.00
	101-261-801.000	FY2022 AUDIT - OPIOID FUNDS & LAND SALE	725.00
<b>YourMembership.com Inc.</b>		<b>Invoice Amount:</b>	<b>\$150.00</b>
# R62099011== MML CLASSIFIED AD - FINANCE		<b>Check Date:</b>	<b>02/28/2023</b>
	101-191-901.000	# R61952618 == MML CLASSIFIED AD - BLDG	150.00
<b>NICK HANSEN</b>		<b>Invoice Amount:</b>	<b>\$73.67</b>
REIMBURSEMENT FOR UNIFORM SHOES / HANSE		<b>Check Date:</b>	<b>02/28/2023</b>
	101-336-767.000	REIMBURSEMENT FOR UNIFORM SHOES	73.67



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

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**VENDOR INFORMATION**

**INVOICE INFORMATION**

**Total Amount to be Disbursed:**

**\$117,587.41**

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

### VENDOR INFORMATION

### INVOICE INFORMATION

<b>ADP INC</b>		<b>Invoice Amount:</b>	<b>\$2,270.10</b>
ADP -PROCESSING OF 2022 W-2'S - JANUARY 20		<b>Check Date:</b>	<b>02/22/2023</b>
101-261-801.000	PROCESSING OF W-2'S		2,270.10
<b>BLUE CARE NETWORK OF MICHIGAN</b>		<b>Invoice Amount:</b>	<b>\$116,229.00</b>
MARCH 2023 -- CLASSES 7 & 8 (DETAILED SPRE		<b>Check Date:</b>	<b>02/22/2023</b>
101-171-718.000	SUPERVISOR'S OFFICE		540.60
101-228-718.000	IT DEPT.		1,621.80
101-301-718.000	POLICE		30,597.96
101-325-718.000	DISPATCH		8,973.96
101-336-718.000	FIRE		25,948.80
101-371-718.000	BUILDING		4,432.92
592-537-718.000	PUBLIC WORKS		6,919.68
101-301-875.000	POLICE - RETIREES		10,379.52
101-336-875.000	FIRE - RETIREES		9,298.32
101-265-718.000	BUILDING & GROUNDS		1,297.44
592-536-718.000	PUBLIC SERVICES		2,378.64
596-528-718.000	RUBBISH		1,621.80
592-537-875.000	PUBLIC WORKS RETIREES		1,838.04
588-596-718.000	TRANSPORTATION		1,621.80
101-262-718.000	ELECTIONS		1,297.44
101-261-875.000	GENERAL RETIREE		540.60
101-215-718.000	CLERK		1,838.04
101-351-718.000	LOCK UP		540.60
101-000-243.000	MARK CLINTON - COBRA		1,297.44
101-253-718.000	TREASURY		1,621.80
101-000-243.000	RACHEL RAINEY - FIRE RETIREE-COBRA		1,621.80
<b>BLUE CARE NETWORK OF MICHIGAN</b>		<b>Invoice Amount:</b>	<b>\$8,360.31</b>
MARCH 2023 - - BCN CLASSES 9 & 10 - DETAILE		<b>Check Date:</b>	<b>02/22/2023</b>
101-261-875.000	GENERAL RETIREES HEALTHCARE		2,651.08
101-301-875.000	POLICE RETIREES HEALTHCARE		487.96
101-325-875.000	DISPATCH RETIREES HEALTHCARE		487.96
101-336-875.000	FIRE RETIREES HEALTHCARE		3,757.39
592-537-875.000	PUBLIC WORKS RETIREES HEALTHCARE		975.92
<b>BLUE CROSS/BLUE SHIELD OF MICHIGAN</b>		<b>Invoice Amount:</b>	<b>\$981.06</b>
MARCH 2023 SHANNON RICHARDSON COVERAG		<b>Check Date:</b>	<b>02/22/2023</b>
101-325-718.000	SHANNON RICHARDSON COVERAGE 3/23		981.06
<b>BLUE CROSS/BLUE SHIELD OF MICHIGAN</b>		<b>Invoice Amount:</b>	<b>\$2,354.53</b>
BCBS - HEALTH CARE FOR RETIREE RANDY KRUE		<b>Check Date:</b>	<b>02/22/2023</b>
592-537-875.000	MARCH 2023-KRUEGER		2,354.53
<b>HONKE, ANITA</b>		<b>Invoice Amount:</b>	<b>\$164.90</b>
HONKE - MEDICARE PART B - MARCH 2023		<b>Check Date:</b>	<b>02/22/2023</b>
101-336-875.000	MEDICARE PART B - MARCH 2023		164.90
<b>KNUPP, LINDA</b>		<b>Invoice Amount:</b>	<b>\$164.90</b>
KNUPP - 2023 MEDICARE PART B - MARCH 2023		<b>Check Date:</b>	<b>02/22/2023</b>
101-336-875.000	KNUPP-MEDICARE PART B - MARCH 2023		164.90
<b>MAAS, CARLAS</b>		<b>Invoice Amount:</b>	<b>\$221.10</b>
CARLAS MASS - MEDICARE PART B - MARCH 202		<b>Check Date:</b>	<b>02/22/2023</b>
101-336-875.000	MEDICARE PART B - MARCH 2023		221.10

# Charter Township of Plymouth

## AP Invoice Listing - Board Report

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### VENDOR INFORMATION

### INVOICE INFORMATION

<b>MCKENNA ASSOCIATES INC</b>			<b>Invoice Amount:</b>	<b>\$880.00</b>
BD Bond Refund			<b>Check Date:</b>	<b>02/22/2023</b>
	101-371-283.014	BPE23-0014		880.00
<b>MCKENNA ASSOCIATES INC</b>			<b>Invoice Amount:</b>	<b>\$165.00</b>
BD Bond Refund			<b>Check Date:</b>	<b>02/22/2023</b>
	101-371-283.015	BLE21-0007		165.00
<b>RESERVE ACCOUNT</b>			<b>Invoice Amount:</b>	<b>\$5,000.00</b>
Postage for Postal Meter			<b>Check Date:</b>	<b>02/22/2023</b>
	101-261-851.000	Postage for Reserve Account		5,000.00
<b>SPALDING DEDECKER ASSOCIATES, INC.</b>			<b>Invoice Amount:</b>	<b>\$712.00</b>
BD Bond Refund			<b>Check Date:</b>	<b>02/22/2023</b>
	101-371-283.016	BE21-0017		712.00
<b>SPALDING DEDECKER ASSOCIATES, INC.</b>			<b>Invoice Amount:</b>	<b>\$551.00</b>
BD Bond Refund			<b>Check Date:</b>	<b>02/22/2023</b>
	101-371-283.016	BE22-0041		551.00
<b>SPALDING DEDECKER ASSOCIATES, INC.</b>			<b>Invoice Amount:</b>	<b>\$469.25</b>
BD Bond Refund			<b>Check Date:</b>	<b>02/22/2023</b>
	101-371-283.016	BE20-0004		469.25
<b>SPALDING DEDECKER ASSOCIATES, INC.</b>			<b>Invoice Amount:</b>	<b>\$1,691.00</b>
BD Bond Refund			<b>Check Date:</b>	<b>02/22/2023</b>
	101-371-283.016	BE20-0014		1,691.00
<b>SPALDING DEDECKER ASSOCIATES, INC.</b>			<b>Invoice Amount:</b>	<b>\$998.50</b>
BD Bond Refund			<b>Check Date:</b>	<b>02/22/2023</b>
	101-371-283.016	BE22-0045		998.50
<b>SPALDING DEDECKER ASSOCIATES, INC.</b>			<b>Invoice Amount:</b>	<b>\$14,410.00</b>
BD Bond Refund			<b>Check Date:</b>	<b>02/22/2023</b>
	101-371-283.016	BE23-0048		14,410.00
<b>SPALDING DEDECKER ASSOCIATES, INC.</b>			<b>Invoice Amount:</b>	<b>\$654.50</b>
BD Bond Refund			<b>Check Date:</b>	<b>02/22/2023</b>
	101-371-283.016	BE21-0025		654.50
<b>SPALDING DEDECKER ASSOCIATES, INC.</b>			<b>Invoice Amount:</b>	<b>\$6,730.50</b>
BD Bond Refund			<b>Check Date:</b>	<b>02/22/2023</b>
	101-371-283.016	BE22-0042		6,730.50
<b>SPALDING DEDECKER ASSOCIATES, INC.</b>			<b>Invoice Amount:</b>	<b>\$89.00</b>
BD Bond Refund			<b>Check Date:</b>	<b>02/22/2023</b>
	101-371-283.016	BE22-0034		89.00
<b>SPALDING DEDECKER ASSOCIATES, INC.</b>			<b>Invoice Amount:</b>	<b>\$356.00</b>
BD Bond Refund			<b>Check Date:</b>	<b>02/22/2023</b>
	101-371-283.016	BE22-0035		356.00
<b>SPALDING DEDECKER ASSOCIATES, INC.</b>			<b>Invoice Amount:</b>	<b>\$612.50</b>
BD Bond Refund			<b>Check Date:</b>	<b>02/22/2023</b>
	101-371-283.016	BE22-0046		612.50

# Charter Township of Plymouth

## AP Invoice Listing - Board Report

**VENDOR INFORMATION****INVOICE INFORMATION****SPALDING DEDECKER ASSOCIATES, INC.**

BD Bond Refund

101-371-283.016 BE22-0045

**Invoice Amount:****\$6,795.00****Check Date:****02/22/2023**

6,795.00

**SPALDING DEDECKER ASSOCIATES, INC.**

BD Bond Refund

101-371-283.016 BE23-0050

**Invoice Amount:****\$7,505.50****Check Date:****02/22/2023**

7,505.50

**SIMPLIFILE, LC**

BD Bond Refund

101-371-283.014 BPE22-0013

**Invoice Amount:****\$27.25****Check Date:****02/22/2023**

27.25

**Total Amount to be Disbursed:****\$178,392.90**

# Charter Township of Plymouth

## AP Invoice Listing - Board Report

Weekly Page 2115/23

### VENDOR INFORMATION

### INVOICE INFORMATION

#### ALERUS FINANCIAL

MERS - DC FT EMPL. -- EMPLOYER CONT -2/10/2

101-171-716.000	SUPERVISOR
101-191-716.000	FINANCE
101-215-716.000	CLERK
101-228-716.000	INFORMATION SYSTEMS
101-253-716.000	TREASURER
101-265-716.000	BUILDING & GROUNDS
101-301-716.000	POLICE
101-325-716.000	DISPATCH
101-336-716.000	FIRE
101-351-716.000	LOCK UP
101-371-716.000	BUILDING DEPT
588-596-716.000	TRANSPORTATION
592-536-716.000	PUBLIC SERVICES
592-537-716.000	PUBLIC WORKS
596-528-716.000	RUBBISH
101-262-716.000	ELECTIONS

**Invoice Amount:** \$29,140.59  
**Check Date:** 02/15/2023

1,080.27  
973.85  
1,393.50  
612.79  
1,318.46  
267.08  
6,845.53  
1,947.00  
7,279.32  
326.25  
1,587.75  
253.30  
936.56  
3,628.29  
367.43  
323.21

#### ALERUS FINANCIAL

MERS-DC FT EMPLOYEE CONTRIBUTIONS 2/10/

101-000-238.000	MERS EMPLOYEE PRE TAX
101-000-238.000	MERS EMPLOYEE POST TAX
101-000-238.000	LOANS

**Invoice Amount:** \$9,926.21  
**Check Date:** 02/15/2023

8,101.64  
1,167.64  
656.93

#### ALERUS FINANCIAL

MERS-457 PLAN - ALL EMPLOYEES 2/10/23 PAYD

101-000-239.000	457 CONT. PRE-TAX
101-000-239.000	457 CONT. ROTH POST-TAX

**Invoice Amount:** \$23,101.51  
**Check Date:** 02/15/2023

21,138.34  
1,963.17

#### ADP INC

# 625821489 -- ADP-JAN 2023 ACTIVITY - (DET

101-261-831.000	# 625821489 -- ADP-JAN 2023
-----------------	-----------------------------

**Invoice Amount:** \$5,220.10  
**Check Date:** 02/15/2023

5,220.10

#### C.O.A.M. - PLYMOUTH TOWNSHIP

COAM UNION DUES -FEBRUARY 2023 (DETAILS

101-000-240.305	MICHAEL FRITZ
101-000-240.305	JASON HAYES
101-000-240.305	MARC HOFFMAN
101-000-240.305	BRYAN RUPARD
101-000-240.305	SCOTT TIDERINGTON

**Invoice Amount:** \$406.00  
**Check Date:** 02/15/2023

81.20  
81.20  
81.20  
81.20  
81.20

#### Carlisle Wortman Associates

BD Bond Refund

101-371-283.019	BPRE22-0026 - PB22-0749
-----------------	-------------------------

**Invoice Amount:** \$720.00  
**Check Date:** 02/15/2023

720.00

#### Carlisle Wortman Associates

BD Bond Refund

101-371-283.019	BPRE22-0019 - PB21-0915
-----------------	-------------------------

**Invoice Amount:** \$360.00  
**Check Date:** 02/15/2023

360.00

#### Carlisle Wortman Associates

BD Bond Refund

101-371-283.019	BPRE23-0036 - PB23-0018
-----------------	-------------------------

**Invoice Amount:** \$570.00  
**Check Date:** 02/15/2023

570.00

#### Carlisle Wortman Associates

BD Bond Refund

101-371-283.001	BP22-0181 - PB22-0776
-----------------	-----------------------

**Invoice Amount:** \$240.00  
**Check Date:** 02/15/2023

240.00

# Charter Township of Plymouth

## AP Invoice Listing - Board Report

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### VENDOR INFORMATION

### INVOICE INFORMATION

<b>Carlisle Wortman Associates</b>		<b>Invoice Amount:</b>	<b>\$600.00</b>
BD Bond Refund		<b>Check Date:</b>	<b>02/15/2023</b>
	101-371-283.019 BPRE23-0035 - PB23-0007		600.00
<b>COMCAST</b>		<b>Invoice Amount:</b>	<b>\$279.85</b>
ACCT 8529 10 216 0147442 INTERNET FIRE		<b>Check Date:</b>	<b>02/15/2023</b>
	101-336-852.000 INTERNET - FS 3 - FEBRUARY 2023		279.85
<b>COMCAST</b>		<b>Invoice Amount:</b>	<b>\$166.80</b>
INV # - 164878589 - INTERNET - FEBRUARY 202		<b>Check Date:</b>	<b>02/15/2023</b>
	101-751-852.000 TOWNSHIP PARK		64.95
	101-351-852.000 VIDEO ARRAIGNMENT		101.85
<b>CONSUMERS ENERGY</b>		<b>Invoice Amount:</b>	<b>\$1,439.39</b>
MONTHLY CHARGES - FEBRUARY 2023 (DETAILS		<b>Check Date:</b>	<b>02/15/2023</b>
	101-673-921.000 FRIENDSHIP STATION - 1000 257103478		430.89
	588-596-921.000 SENIOR TRANS 1000 2571-3478		27.50
	101-751-921.000 TWP. PARK 1000 257103262		211.94
	101-336-921.000 FIRE STATION #2 - 1000 2571-3403		769.06
<b>CONSUMERS ENERGY</b>		<b>Invoice Amount:</b>	<b>\$2,065.17</b>
MONTHLY CHGS - JAN 2023 (2) DPW- (2 INVOIC		<b>Check Date:</b>	<b>02/15/2023</b>
	592-537-921.000 DPW-ACCT. # 1000-2645-6283		2,049.17
	592-537-921.000 DPW - ACCT. # 1000-2645-6408		16.00
<b>CONSUMERS ENERGY</b>		<b>Invoice Amount:</b>	<b>\$16.00</b>
ACCT # 1000-6777-1970 JANUARY 2023 (ATTAC		<b>Check Date:</b>	<b>02/15/2023</b>
	592-537-921.000 ACCT #1000-6777-1970-- 47755 5 MI		16.00
<b>DTE ENERGY</b>		<b>Invoice Amount:</b>	<b>\$14.79</b>
FS # 2 SERVICE - DECEMBER 2022 - 9200-013-7		<b>Check Date:</b>	<b>02/15/2023</b>
	101-336-920.000 FS #2 ELECTRIC SERVICE DEC. 2022		14.79
<b>P.O.A.M. - PLYMOUTH TOWNSHIP</b>		<b>Invoice Amount:</b>	<b>\$2,251.00</b>
POAM & DISPATCH UNION DUES -FEB. 2023 (2		<b>Check Date:</b>	<b>02/15/2023</b>
	101-000-240.301 POAM UNION DUES @81.20 EA		1,705.20
	101-000-240.325 DISPATCH UNION DUES @ 53.58 EA		545.80
<b>TEAMSTER LOCAL # 214</b>		<b>Invoice Amount:</b>	<b>\$412.00</b>
TEAMSTER LOCAL #214 DUES - FEBRUARY 2023		<b>Check Date:</b>	<b>02/15/2023</b>
	101-000-240.592 KITCHEN, SPENCER		61.00
	101-000-240.592 MELOW, STEVEN		64.00
	101-000-240.592 OVERAITIS, JOSEPH		61.00
	101-000-240.592 PUMPHREY, Z		61.00
	101-000-240.592 SCHOLTEN, JAMES		61.00
	101-000-240.592 THOMAS, JAMES		58.00
	101-000-240.592 BUMP, CAMERON		46.00
<b>TECHNICAL, PROFESSIONAL AND OFFICE-</b>		<b>Invoice Amount:</b>	<b>\$558.00</b>
TPOAM UNION DUES - FEBRUARY 2023 (DETAIL		<b>Check Date:</b>	<b>02/15/2023</b>
	101-000-240.000 TPOAM UNION DUES FEBRUARY 2023		558.00
<b>UNITED STATES TREASURY</b>		<b>Invoice Amount:</b>	<b>\$1,460.67</b>
EMPL. ID # 1004266731 PAYMENT - PENALTIES		<b>Check Date:</b>	<b>02/15/2023</b>
	101-261-726.000 EMPLOYEE ID # 1004266731		1,460.67

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

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**VENDOR INFORMATION**

**INVOICE INFORMATION**

**WESTERN TWNSPS UTILITIES AUTHORITY**

WTUA - JANUARY 2023 (SEE ATTACHED DETAILE

592-538-828.000

Monthly Charges

592-538-827.000

YUCA IPP-IWC

592-537-757.000

Country Acres Pump Station

**Invoice Amount:**

**\$414,989.87**

**Check Date:**

**02/15/2023**

409,882.46

4,403.83

703.58

**WOW! BUSINESS**

ACCT. # 012296705 - WOW -- FEBRUARY2023 (

101-673-852.000

SENIOR UTIL

588-596-852.000

SENIOR TRANS

**Invoice Amount:**

**\$24.22**

**Check Date:**

**02/15/2023**

22.77

1.45

**FRANKIE YOUNG**

UB refund for account: 01466

592-000-644.007

Water

**Invoice Amount:**

**\$680.64**

**Check Date:**

**02/15/2023**

680.64

**ESTATE OF CHRISTOPHER MACK**

FINAL PAYROLL CHECK 02/10/2023 REISSUE TO

101-000-232.000

FINAL PAYROLL CHECK 02/10/2023 REISSUE T

**Invoice Amount:**

**\$4,435.74**

**Check Date:**

**02/15/2023**

4,435.74

**Total Amount to be Disbursed:**

**\$499,078.55**



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** February 28, 2023

**ITEM:** Request for Approval: Northville Downs of Plymouth, Planned Unit Development (PUD) Option - *Resolution #2023-02-28-14*

**PRESENTERS:** The Development Team: PEA Group Engineering and the Carlo Family of Northville Downs  
Jeremy Schrot, PE, Township Engineer, Spalding DeDecker  
Laura Haw, Township Planner, McKenna

**BACKGROUND:**

The Development Team proposes a Planned Unit Development (PUD) located at the southwest corner of the Ridge Road and Five Mile Road intersection on approximately 125 acres (see Google aerial below). The site is also bordered to the north by the Chesapeake and Ohio Railroad (CSX) and to the west by the Johnson Drain. Previously, an industrial park called the Ridge 5 Corporate Park was planned for the site and the site was partially cleared, as shown below in the aerial – this project has since been withdrawn. The subject site is also part of the Michigan International Technology Center (MITC), which is a joint project between Plymouth and Northville Townships. The MITC is a cluster of large properties that the Townships advertise for redevelopment (<https://www.mitc-usa.org/>).

The proposed development project (the “Project”) is for a new horseracing track facility and involves the relocation of the current Northville Downs racetrack (in the City of Northville) to the Plymouth community.

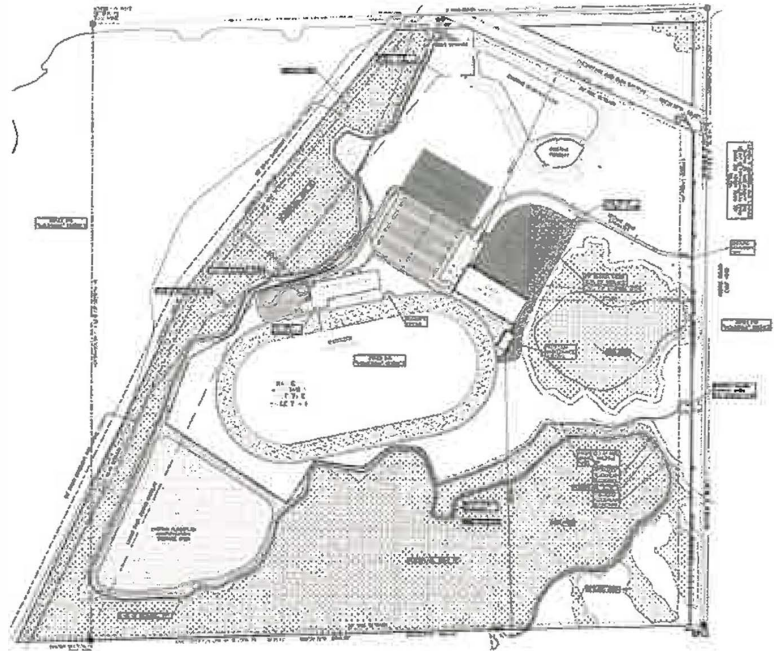




### **PROJECT SUMMARY:**

The proposed Project includes the construction of a:

- ½ mile harness racetrack
- ±4,900 sq. ft. grandstand (±480 seats)
- ±23,000 sq. ft. racing building
- ±35,500 sq. ft. horse barn
- ±3,200 sq. ft. maintenance building
- parking and loading areas
- public walking path along Johnson Creek (with access from Ridge Road)

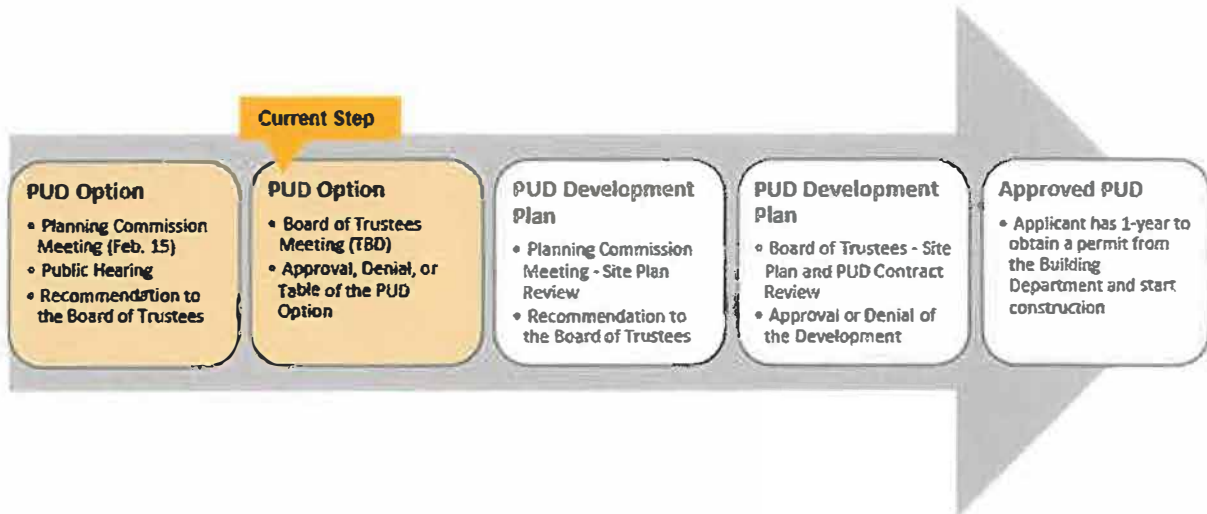


The Project plans, narrative, and all supporting documentation are available for viewing on the Township's website at:

[www.plymouthtp.org/government/departments/community\\_development/current\\_projects.php](http://www.plymouthtp.org/government/departments/community_development/current_projects.php)

### **THE PLANNED UNIT DEVELOPMENT (PUD) PROCESS**

The flow chart below provides a summary of the key steps in the PUD process; this project is currently at the 2<sup>nd</sup> stage in the review process:



#### **• Step #1: Planning Commission Consideration and Public Hearing**

The first step for any proposed PUD is to apply for the PUD Option – in essence, the developer is asking the Township for the option to have a PUD on a given site. The PUD Option process precedes any formal site plan application and is an essential step in determining if a site is the appropriate location for a given PUD.

On February 15, 2023, the Planning Commission held a public hearing to discuss the proposal and to hear public comment from residents and stakeholders. Comments made at the public hearing were focused on the following:

- Concern that horse racing is a dying business.
- The Environmental Leadership Commission (ELC) finds that the property is most conducive to this proposed use and that the sustainability features and technologies are an enhancement to the Township; the ELC recommend approval of the PUD Option.
- Concern over traffic impacts, specifically that Five Mile Road and Ridge Road need improvements. Comments specific to Ridge Road were that it should be made safer with the expected increase in traffic, i.e., lower the speed limits and install sidewalks.
- Concern over the abuse and death of horses and of human gambling addictions.
- Lack of compatibility with the Master Plan (as related to attracting young families in the community) as the demographic is the elderly and doesn't reflect the long-term vision of the community.
- Trotters Association representatives: supportive to keep the last racetrack open in Michigan. Will utilize vacant land and be a tax benefit to the Township.
- Michigan Harness Horseman Association representative: the financial benefits associated with a new track are significant for the community and the 75-year history of the existing facility speaks for itself.
- Concern over the removal of environmentally sensitive lands and the outbreak of horse related diseases.
- Friends of the Rouge Board of Directors representatives: Johnson Creek is a jewel for the Rouge River System and there is concern over the decline of the creek, particularly increased stormwater runoff via impervious surfaces and the loss of sensitive habitat and requests that the Township employ a stormwater management plan that is greater than what might be required by Wayne County.
- Concern over congestion, public safety, and the railroad traffic.
- Concerns regarding safety and crime.
- Economic Development Coordinator Heitman – history of failed businesses / developments on this site, such new developments allow the Township to maintain its low tax rates in Wayne County.
- Potential for soccer fields to be available as practice fields – the hours of operation for the racetrack would be very beneficial to the soccer community.
- Concern (for those living near the racetrack) regarding light pollution and noise.
- Concern that the financial considerations are given too much of a priority – the nature, people and animals should be considered.

In addition to the above summarized comments made at the public hearing, the Township also received written (emailed) correspondence prior to the February 15 meeting, which is summarized as follows and was incorporated into the record at the meeting.

Since January 23, 2023, the Planning Department received of a total of 556 email comments: 41 of these comments were unique, while 515 were comments sent

using a People for the Ethical Treatment of Animals (PETA) auto-generated form letter. The 41 unique comments can be summarized as:

Comments Opposed:

- Comments regarding noise, traffic, and lighting: 1
- Comments regarding ethics and animal treatment: 27
- Comments regarding project financing: 6
- Comments in opposition without a topic: 1

Comments in Favor:

- Comments regarding recreation options: 2
- Comments regarding local revenue and project financing: 1

Neutral / Mixed Comments:

- Comments regarding the environmental impacts of the site: 2
- Comment that had a subject line related to horse racing, but the email was blank: 1

*Following the public hearing on February 15, the Commission made a unanimous recommendation to the Board of Trustees for approval of the Northville Downs of Plymouth project, with several conditions for the Board to consider (which are documented in the enclosed planning report summary).*

• **Step #2: Board of Trustees Consideration**

The PUD Option must go before the Board of Trustees for review (meeting date of February 28, 2023), at which the Board may vote to table, approve (or approve with conditions), or deny the PUD Option:

- Option #1: Table of the PUD Option: The Board could table the agenda item and discuss the project at a future meeting date.
- Option #2: Denial of the PUD Option: The project application would be closed. If the Developer still wishes to develop the site, they must submit under a new application, either substantially changing the PUD proposal or submitting under the current zoning.
- Option #3: Approval of the PUD Option: The Developer has 1-year to submit for site development plan approval. The site plan (aka “Development Plan”) would be reviewed by Township staff, who determine compliance with all local ordinances and engineering and safety standards. The Developer would also submit a proposed PUD Contract, which is a document that sets forth any special conditions, restrictions, and agreements regarding the property. The PUD Contract is also reviewed by Township staff, including the Township attorney.
  - *Future Review and Recommendation on the PUD Site Plan and Contract:* If approved, the Development Plan and PUD Contract would then go before the Planning Commission, which would recommend either approval, approval with conditions, or denial to the Board of Trustees.

- *Future Vote on PUD Site Plan and Contract:* The Trustees would then vote to approve, approve with conditions, or deny the Development Plan and PUD Contract as submitted.

**RECOMMENDATION:**

Based upon the recommendation of the Planning Commission for approval of the proposed PUD Option and compliance with the PUD eligibility criteria of section 21.3 of the Zoning Ordinance, we offer the following motion of approval for the Northville Downs of Plymouth PUD Option. Such a motion by the Board of Trustees allows the applicant to continue working with the Planning Commission on the refinement of the PUD Plan and to address concerns raised by the public and this body, such as incorporating greater environmental benefits and reducing.

*Should the PUD Option be approved by the Board, the Final Development Plan and PUD Contract are required to be once again reviewed by the Township Board at a future meeting.*

**PROPOSED MOTION:**

**I move to adopt Resolution # 2023-02-28-14 authorizing approval of the Planned Unit Development Option for the Northville Downs of Plymouth project, as unanimously recommended by the Planning Commission, subject to further refinement of the plans (as identified in the Planning Commission's February 15, 2023, motion), and subject to any necessary modifications identified by the Township Fire Department and Township Engineer.**

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

ROLL CALL:

\_\_\_Vorva, \_\_\_Buckley, \_\_\_Curmi, \_\_\_Monaghan, \_\_\_Doroshewitz, \_\_\_Heise, \_\_\_Stewart

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

**RESOLUTION TO APPROVE A PLANNED UNIT DEVELOPMENT (PUD) OPTION  
FOR THE NORTHVILLE DOWNS OF PLYMOUTH DEVELOPMENT**

**RESOLUTION #2023-02-28-14**

At a regular meeting of the Charter Township of Plymouth Board of Trustees (the 'Board'), held at Township Hall, 9955 N. Haggerty Road, Plymouth, Michigan on February 28, 2023, the following resolution was offered:

**WHEREAS**, the Applicant Team (PEA Engineering and the Carlo Family of Northville Downs) has requested a Planned Unit Development (PUD) Option to redevelop the former Ridge 5 Corporate Park (generally located at the southwest intersection of Five Mile Road and Ridge Road, parcel ID's R-78-001-99-0001-704, R-78-001-01-0001-000, R-78-001-01-0002-000, R-78-001-01-0003-000, R-78-001-01-0004-000, R-78-001-01-0005-000, R-78-001-01-0006-000, R-78-001-01-0007-000, and R-78-001-01-0008-000) into a harness racetrack facility, and,

**WHEREAS**, the Planning Commission considered the proposed PUD Option at their February 15, 2023, meeting and held a public hearing, and,

**WHEREAS**, the Planning Commission recommended approval of the proposed PUD Option, with conditions, to the Board of Trustees on February 15, 2023, and,

**WHEREAS**, the Board of Trustees, per Zoning Ordinance No. 99, Article 23, has the final ability to grant approval of a PUD Option, and,

**NOW, THEREFORE, BE IT RESOLVED** that the Charter Township of Plymouth Board of Trustees does hereby approve Resolution #2023-02-28-14 authorizing approval of the Planned Unit Development Option for the Northville Downs of Plymouth development, subject to the conditions recommended by the Planning Commission on February 15, 2023, and subject to any final modifications identified by the Township Attorney and Engineer.

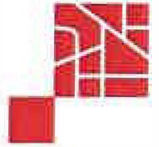
**Motion By:** \_\_\_\_\_ **Seconded By:** \_\_\_\_\_

**Roll Call:**

\_\_\_ Vorva, \_\_\_ Buckley, \_\_\_ Curmi, \_\_\_ Monaghan, \_\_\_ Doroshewitz, \_\_\_ Heise, \_\_\_ Stewart

MOTION CARRIED \_\_\_\_\_

MOTION DEFEATED \_\_\_\_\_



# Memorandum

**TO:** Board of Trustees, Plymouth Township  
**FROM:** Township Planner Laura Haw (McKenna)  
**SUBJECT:** **#2464 - Northville Downs of Plymouth: Planned Unit Development (PUD) Option Review #1** *(as presented to the Planning Commission on February 15, 2023)*  
**DATE:** February 22, 2023

## PUD OPTION - REVIEW SUMMARY

This planning review (originally presented to the Planning Commission) has been streamlined for the Board of Trustees consideration at the February 28, 2023, meeting.

The following pages detail the PUD Option Eligibility review criteria, and the summary recommendation of approval provided by the Planning Commission on February 15, 2023, to the Board.



# PUD Option Eligibility Review

## ELIGIBILITY CRITERIA

The PUD Option is an alternative method of development that may be permitted only after a public hearing, review and recommendation by the Planning Commission, and approval by the Board of Trustees. Per [Article XXIII - Section 21.3 of the Zoning Ordinance](#), the proposed PUD must reflect the following 8 eligibility criteria in order to be granted the Option:

1. Conform to the spirit and intent of the PUD Option.
2. Generate a benefit to users of the development and the community that would be otherwise unlikely to achieve without the PUD Option regulations.
3. Be located on a site containing natural assets which would otherwise be substantially destroyed without the use of a PUD (if on an existing developed site with no assets, natural features or community amenities may be created to satisfy this requirement).
4. Be located on a site that contains existing natural or manmade features of significance which can be protected through incorporation into the PUD to minimize negative impacts on adjacent properties and/or the whole community.
5. Be designed in harmony with the character of the immediate area (regarding proposed uses, the location of uses, and the height, bulk, location, and character of structures on the site) and support the stability of adjacent development in the general planning area.
6. Not generate traffic that adversely impacts adjacent properties or conflict with the normal traffic flow of the general area, including the flow of pedestrians and at major intersections.
7. Include an intensity of uses that is compatible with the adjacent land uses and the external effects of which do not impact the stability of adjacent development in the general planning area.
8. Facilitate the redevelopment of a functionally obsolete site into a substantial benefit, in line with the Master Plan (applicable only if on an existing developed site).

## ELIBLIGBILTY REVIEW

The following findings were prepared using the 8 PUD Option eligibility principles:

### Eligibility Standard #1:

*The proposal is in conformity with the spirit and intent of the PUD Option as established in the Purpose section of Article 23.*

Intent of the PUD Option:

*“...to permit flexibility in the regulation of land development, encourage innovation in land use and variety in design, layout and type of structures constructed, achieve economy and efficiency in the use of land, natural resources and the provisions of public services and utilities, encourage useful open space and pedestrian and non-vehicular interconnectivity, and provide a more*





*desirable living environment with housing, employment, recreation and/or commercial opportunities particularly suited to the needs of the residents of the Township of Plymouth.”*

In general, the proposed Project is consistent with the intent of the PUD Option as it provides for the conservation of contiguous open space to the benefit of the entire community, include a public nature path, makes efficient use of existing utility connections and detention ponds, and provides a unique multi-use entertainment venue for the benefit of the Township.

#### **Eligibility Standard #2:**

*A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the PUD Option regulations.*

*Note: The consideration of any tax or monetary benefits resulting from a given project is outside the scope of this evaluation. Such benefits are solely the consideration of the Board of Trustees.*

**Sport and Entertainment Amenity.** In the most recent Plymouth Parks and Recreation Master Plan, which is developed as a joint effort with the City of Plymouth, one of the goals is to: *“Continue to seek opportunities and partnerships with public and private landowners for the development of additional turf/field sport facilities in the Plymouth Community.”* The proposed Project could function not only as a horse track, but also as a multiple-use recreational facility. The Developer offers to grant the Township use of the track for events such as soccer tournaments, fireworks, outdoor movies, and more, to be determined under a PUD Contract. Specifically, the Applicant has agreed to install turf grass on the inside of the racetrack to better accommodate the other community recreation events.

Currently, the only large-scale outdoor sport facility in Plymouth is at the Plymouth-Canton Educational Park Commonly, also known as PCEP. However, the use of PCEP’s fields and stadium is limited during the school year due to the numerous sports teams that use it for practice. As such, Plymouth does not currently have an outdoor sporting facility that can be used year-round; the proposed Project would help to fill this gap by providing a multi-use amenity.

**Recreation.** One of the goals of the Master Plan is to: *“install a network of non-motorized pathway systems throughout the Township to improve pedestrian and cyclist safety and mobility.”* The proposed Project includes a non-motorized path around the perimeter of the wetlands, which is planned to connect to future sidewalks along Ridge Road and Five Mile Road. Roughly 40% of the proposed path lies within the publicly zoned lands that surrounds the Johnson Drain.

Additionally, a Master Plan goal is to: *“Encourage the development of recreation facilities by the private sector and other partners.”* The Developer proposes to fund and construct this pathway as a benefit to the Township. See Eligibility Standard #6 (below) for more details on pedestrian connectivity improvements associated with this PUD proposal.

#### **Eligibility Standard #3:**

*The site contains natural assets such as large stands of trees, rolling topography, significant views, swale areas, floodplains or wetlands which would be in the best interest of the community to preserve and which would otherwise be substantially destroyed without application of the PUD Option regulations. In the case of a proposed PUD Option to an existing, developed site which is absent of said natural features, this requirement can be satisfied by the creation of natural features and areas, gateways, and community amenities.*





The PUD Option gives the Developer greater flexibility in conserving open space through sound site planning and reducing impervious surface area. The Project contains numerous protected wetlands and conservation of these natural features to the highest degree possible is desired.

The proposed Project dedicates ±52 acres (41.7%) of the total site to wetlands and woodlands. This is a greater quantity than is required under the Industrial (IND) zoning district, which has no maximum lot coverage percentage. The woodland/wetland area will be open to the public via the walking trail with parking located off Ridge Road, which represents an increase to the amount of recreation land and opportunities in the Township.

**Wetlands.** If the subject site was developed as a conventional industrial property, the opportunity to preserve existing wetlands would be unchanged. The wetlands identified for preservation with this Project are identical to the wetlands identified for preservation under the former Ridge 5 Corporate Park development. This is because the subject wetlands are greater than 5 acres in size, which means they are regulated by the State of Michigan – any construction or reduction of these wetlands require a permit from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

**Woodlands.** The preliminary landscaping plan proposes to make use of the existing trees that were planted as a part of the Ridge 5 Corporate Park and includes an additional 60 trees.

The proposed “future parking areas” do not include any tree plantings and the plan does not state how these areas will be landscaped or maintained until they are developed, or in the event they are never developed. As such, all unbuilt portions of the site must be seeded and maintained as a lawn area. Additional landscaping is also necessary, above and beyond minimum ordinance requirements.

All future parking areas are proposed to be within the already-graded portions of the site. As such, no additional tree removals would occur at the time of construction.

**Sustainability Considerations.** The Applicant agrees to installing the following sustainability features, to be designed and located during the site development phase of the project (should the PUD Option be approved). This includes:

- Solar panels
- Geothermal heating
- Grasspavers for the surface of the overflow parking lot

It in addition, the existing detention ponds must be planted with a native seed mix to improve the stormwater infiltration, aesthetics, and plant diversity of the site. A rain garden must also be installed, with educational signage, in a visible location on the property.

#### **Eligibility Standard #4:**

*The site contains certain existing natural or manmade features which could, with sound site planning, be incorporated into the project to minimize any negative impact the proposed project might have on adjacent properties and the community as a whole. This includes the long-term protection of historic and cultural resources and significant architecture worthy of historical / cultural preservation and/or enhancement, if applicable.*

The proposed Project makes use of the existing wetlands on the site to buffer the Oak Haven MHC to the south from sound, light, smell, and airborne dust particles that may result from site operations. The



proposed buffer is at least 600-feet in depth. The Project does not contain any manmade features that are historically, culturally, or otherwise significant.

**Eligibility Standard #5:**

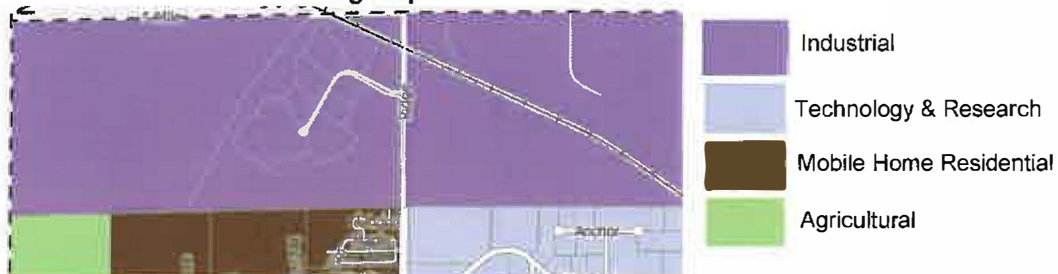
*The (a) proposed uses; (b) location of said uses; and (c) height, bulk, location and character of structures shall be in harmony with the existing and proposed land patterns of adjacent properties, and the general planning area, and shall insure the stability of the orderly development of adjacent lands and the general planning area as indicated by the Future Land Use Plan and adopted Master Plan.*

**Use and Location.** Per the [Zoning Map](#), the subject site is zoned the Industrial (IND) District. Under the IND district regulations, sporting facilities are permitted as a Special Land Use. The Township Master Plan's [Future Land Use Map](#) specifies that subject site should be industrial and recommends a Planned Unit Development with high-technology and potential mixed uses. The Proposed project is entirely composed of recreational, sport, and entertainment uses, and does not include an industrial component.

**Future Land Use Map**



**Zoning Map**



Large-scale sporting facilities have higher traffic and noise generation potential than other sporting venues. This is partly due to the high proportion of visitors that arrive by car, as opposed to by foot, bicycle, or other types of transportation. For example, the proportion of people using a car to get to the USA Hockey Arena is much higher than the proportion using a car to get to Township Park for a sporting event. As such, it is desirable to locate large-scale sporting facilities farther from residential areas to minimize any negative impacts. The location of the Project at the corner of Ridge Road and Five Mile Road, surrounded on three sides by industrial land, is considered suitable for the proposed use.



**Height, Bulk, and Character.** The proposed racing building and grandstand is designed using smooth-finish metal panels, brick, and split-face block. The proposed barn and maintenance building are designed using vertical ribbed metal siding and split-face block. The Applicant proposes a modernist architectural design for the racing building and a traditional design for the barn and maintenance building.

Both the barn and maintenance building are single-story structures and no greater than 25-feet in height, which is shorter in height than a typical industrial building. The main grandstand building is proposed at 46-feet in height, which is similar to other industrial buildings and does not exceed the maximum allowable height of the PUD Option (9-stories). The design of the facility would be finalized during the site development phase of the project (should the PUD Option be approved).

**Stable Development.** The location, height, bulk, and character of the proposed Project are generally in line with the Master Plan are not expected to disrupt the orderly development and functioning of adjacent properties. Further, the proposed use of the property is not expected to disrupt neighboring industrial developments in the MITC.

The site is served by existing utilities from Ridge Road and already has existing underground infrastructure along Techne Drive, making the cost of development substantially lower than if it were on a never-developed site. Provided stormwater management is addressed to the satisfaction of the Township engineer, it is not anticipated that the Project would create a burden on the existing utilities. Further stormwater and drainage analysis is deferred to the Township engineer.

**Eligibility Standard #6:**

*The proposed uses and the location of said uses on the subject property shall be such that traffic to and from the site will not be hazardous or adversely impact abutting properties or conflict with the normal traffic flow of the general area. In reviewing this particular aspect, the Township shall consider the following:*

- *Conflicts with convenient routes for pedestrian traffic, particularly of children.*
- *The relationship of the site to major thoroughfares and street intersections.*

**Pedestrian Network.** The Project includes sidewalks along the perimeter of the racing building, maintenance building, and barn. However, a sidewalk from the main entrance on Ridge Road must be provided to the main entrance of the facility.

The proposed Project also includes a 5-foot sidewalk along Ridge Road; this non-motorized pathway must be increased to a minimum of 8-feet in width, consistent with the non-motorized system across Five Mile Road, in Northville Township.

The proposed walking path through the site's wetlands is a critical part of the pedestrian network in the northwest area of the Township. The Developer currently proposes a gravel parking lot to access this path and that the trail be surfaced with gravel. To make the path fully accessible to all users, both the parking lot and the path itself must be paved (or consists of a boardwalk, if necessary) and the path a minimum of 8-feet in width and an ADA-accessible space added to the parking lot. A spur to a scenic area of the Johnson Drain, and community signage for the parking lot and path must be provided.

**Vehicular Network.** The existing Techne Drive boulevard entrance, which is adequate in width to provide truck access to the site, will be maintained as the primary access to Ridge Road and the site. Overall, the circulation proposed under the Project site plan conforms to the Master Plan objective to "Reduce the potential for vehicular conflicts by keeping the number of curb cuts along major thoroughfares and



collector roads to a minimum and encourage the use of shared access points.” The Project proposes one vehicular access point to the development off Ridge Road. However, one additional access road is necessary, as specified by the Fire Department in their review. The applicant has agreed to installing a secondary entrance off Ridge Road and this is listed as a condition of approval.

Further analysis is to be provided by the Township Engineer and Fire Department.

**Eligibility Standard #7:**

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

The proposed Project would create noise on sporting event days and likely generate odor on live-racing days. However, due to the >100-foot wetland buffer that surrounds the racetrack, these are not expected to create a nuisance for neighboring properties. The Applicant states the following hours of operation for the facility:

- Simulcasting public hours: 7-days a week, 11:00 AM – 11:00 PM
- Live harness racing events: 2-days a week, 2:00 – 6:00 PM

Should the PUD Option be approved, maximum allowable decibel levels must be incorporated into the PUD Contract.

The Project also includes a preliminary photometric plan, which demonstrates the proposed lighting in the parking areas. However, this plan does not include details on the lighting to be used on the track; lighting is subject to [Sec. 28.8: Exterior Lighting](#).

**Eligibility Standard #8:**

*In consideration of an existing, developed site only, the PUD would facilitate redevelopment of a site which may be aging, functionally obsolete or be such that the Commission finds that redevelopment would create substantial benefit to the Township, consistent with the adopted Master Plan.*

The existing site has been partially developed; roughly 50% of the site was cleared as a part of the Ridge 5 Corporate Park project. Since the withdrawal of the Ridge 5 Corporate Park project, the site has remained vacant. The site currently consists of one road (Techne Drive), two retention ponds, and 8 open dirt plots of land, which range in size from 2 acres to 13 acres. The site is not functionally obsolete, but it is also not providing any benefit to the Township and its residents.

Under the PUD Option, the already-cleared portions of the site would be put to a viable use and wetland/woodland portion of the site would be preserved as a community amenity, accessed via the proposed walking trail.

Additionally, the site does not have any notable architectural heritage or cultural significance among the community; however, in recent months, the site has been used for illegal dumping.





# Recommendation

*The Planning Commission recommends approval to the Board of Trustees for the PUD Option for the Northville Downs of Plymouth Planned Unit Development, provided that the following outstanding items are submitted to the Township for review, prior to final consideration by the Board of Trustees and contingent on all Engineering and Fire Department requirements:*

- a) *A Traffic Impact Assessment is provided (applicant has agreed to this condition).*
- b) *A revised PUD eligibility plan which notes / details the following:*
  - i. *A secondary access road be installed, per the Fire Department's review (applicant has agreed to this condition).*
  - ii. *The existing detention ponds be planted with a native seed mix to improve the stormwater infiltration, aesthetics, and plant diversity of the site.*
  - iii. *The general location of a rain garden is identified, to be installed with educational signage.*
  - iv. *A sidewalk from the main entrance on Ridge Road is provided to the main entrance of the facility.*
  - v. *A fully accessible pedestrian nature path (minimum width of 8-feet) be installed through the publicly zoned lands with a paved surface (or a boardwalk, if necessary) and an ADA-accessible parking space added to the parking lot, which must also be paved. A spur to a scenic area of the Johnson Drain and community signage for the parking lot and path be provided.*
  - vi. *All unbuilt portions of the site be seeded and maintained as lawn areas.*
  - vii. *Additional landscaping throughout the site is installed, beyond minimum ordinance requirements, to be determined during the site development phase.*
  - viii. *A lighting and noise mitigation plan must be provided and include restrictions such as "primary lighting for the racetrack and parking lot will not be in operation when the track is not in use, controlled via a timed system".*

*Further, if the PUD Option is approved by the Board of Trustees, a Solid Waste Management Plan (for the disposal of animal waste) and an Emergency Evacuation Plan (for weather events and other emergencies) must be provided as part of the PUD Development Plan and Contract.*



## CHARTER TOWNSHIP OF PLYMOUTH REQUEST FOR BOARD ACTION

**MEETING DATE:** February 28, 2023

**ITEM: Discussion and Consideration of Community Benefit Agreement with Northville Downs, LLC; d/b/a 'Northville Downs of Plymouth'**

**PRESENTERS:** Supervisor Heise

**BACKGROUND:** As we discussed in a previous Closed Session, creation of a Community Benefit Agreement (CBA) is a proper request from a developer or owner in the case of a unique and potentially socially disruptive project such as the planned Northville Downs of Plymouth. I have invited the Carlo Brothers, and their legal representative on behalf of Northville Downs, LLC, to attend tonight's meeting so we can collectively discuss and collaborate on what a CBA might contain for both parties. I would like to see us agree on several draft goals and objectives tonight, and then have our respective attorneys work out the contractual details for future Board approval.

You may recall that I have proposed several "Community Benefit" objectives in past messages to you and the public, including but not limited to:

**Northville Downs to Township:**

- Creation and funding for dedicated Township recreation projects
- Return of annual 4<sup>th</sup> of July Fireworks Show
- Multiple 'Community Arts & Cultural Events' each year to be mutually determined
- Use of track infield for youth soccer and similar sporting events
- 10-year, renewable agreement with Township
- New CBA if expanded equine gaming is authorized by State & Township

**Township to Northville Downs:**

- Own and maintain the public walkway around site and along Johnson Creek
- Work to attract onsite, year-round Regional Equine Veterinary Center
- Promote race track in Township publications, website, and social media

- Integrate race track in 2023 Joint City/Twp. Recreation Master Plan
- Naming rights for Carlo Family for funded recreational amenities
- Work to attract regional events to facility; promote fireworks show
- Free advertising on existing electronic billboards on both I-275 & M-14

Of course, these suggestions are just some examples of what we could ask for and/or provide in return in a Community Benefit Agreement. Your comments and suggestions are of course welcomed and encouraged.

**PROPOSED MOTION:** I move that the Board of Trustees authorize the Township Attorney and Supervisor to develop and draft a Community Benefit Agreement between the Charter Township of Plymouth and Northville Downs, LLC; said agreement to be formally approved by both parties at a later meeting of the Township Board.

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

**ROLL CALL:**

\_\_Vorva, \_\_Buckley, \_\_Curmi, \_\_Monaghan, \_\_Doroshewitz, \_\_Heise, \_\_Stewart