

**CHARTER TOWNSHIP
OF YPSILANTI**

June 21, 2011

Board Meeting Packet Continued



Huron
River
Watershed
Council

protecting the river since 1965

1100 N. Main Street, Ann Arbor, MI 48104
(734) 769-5123 | fax (734) 998-0163
www.hrwc.org

RECEIVED
SUPERVISOR'S OFFICE

MAR 31 2011

March 28, 2011

Brenda Stumbo
Supervisor
Ypsilanti Charter Township
Civic Center
7200 S. Huron River Dr.
Ypsilanti, MI 48197

YPSILANTI TOWNSHIP

RE: 2011-12 Contracts for the Middle Huron Partnership and Stormwater Advisory Group

Dear Ms. Stumbo:

For the past fifteen years, the Huron River Watershed Council (HRWC) has provided support to partner municipalities and agencies through the Middle Huron Partnership to address stormwater and other pollution sources to the Huron River system. The Middle Huron Partnership has been the forum for watershed partners to work together to successfully meet state and federal requirements to reduce pollution in the middle Huron River and its tributaries. For most of this time, the effort has been funded by the partners themselves who see the value in working collaboratively and demonstrate their commitment to the goals of the Partnership through financial support.

In 2009, some of these partners came together to additionally form the Stormwater Advisory Group (SAG) to comply with requirements under the General Watershed Permit for Stormwater (Phase I and II) issued by the Michigan Department of Environmental Quality (DEQ). HRWC is now providing services for both efforts. These services include preparation of group deliverable products, development and implementation of monitoring and education programs, and group representation in discussions with the DEQ. A two-year work plan (see enclosed) covering the calendar years 2011 and 2012 was developed and approved by partner representatives. Ongoing support from the partners is essential if we are to continue pollution reduction efforts to the Huron River and its tributaries, such as Mill, Boyden, Honey, Malletts, Allens, Traver, Fleming, Swift and Miller creeks.

In order to fulfill these services, I am requesting the financial support of the Township in the amount of \$15,313 for services to be performed over the two-year period. Other partner organizations also are being asked to contribute to the Initiative (see enclosed budget allocation). Included you will find a contract to support these services and an invoice for your organization's allocation. The invoice may be for a proportional quarterly or annual amount, if that was requested.

Please review and sign both copies of the enclosed service agreement and return one copy to me (the other is for your records). We would appreciate prompt payment on the invoice so that we may continue to provide services without delay.

If you have any questions or concerns, please contact me directly or your designated representative. Thank you for your past support, as well as your efforts to improve Huron River water quality.

Yours truly,

A handwritten signature in black ink, appearing to read "Ric Lawson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Ric Lawson
Middle Huron Program and SAG Coordinator
rlawson@hrwc.org
734.769.5123 ext. 609

enclosures

Copy: Mr. Jeff Allen, Dir. of Residential Services

PROFESSIONAL SERVICE CONTRACT
Project: Middle Huron Watershed Initiative

Agreement is made this twenty-fourth of March, 2011 by the Ypsilanti Charter Township (Township), Civic Center, 7200 S. Huron River Dr., Ypsilanti, MI 48197, and the Huron River Watershed Council (Council), 1100 North Main, Suite 210, Ann Arbor, Michigan, 48104.

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I – SCOPE OF SERVICES

The Council will provide services as described in the Statement of Work (Middle Huron Partnership and Stormwater Advisory Group Work Plan).

ARTICLE II – COMPENSATION

For services provided, the Township will pay the Council fifteen thousand three hundred thirteen dollars and zero cents (\$15,313).

ARTICLE III – REPORTING OF CONSULTANT

Section 1 - The Council is to coordinate activities with the Township and will cooperate and confer with individuals as necessary to ensure satisfactory work.

Section 2 – When applicable, the Council will submit annual reports and a final written report to the Township.

ARTICLE IV – TERM

This contract begins on January 1, 2011 and ends on December 31, 2012.

ARTICLE V – PERSONNEL

The parties agree that the Council is neither an employee nor an agent of the Township for any purposes.

ARTICLE VI – INSURANCE REQUIREMENTS

The Council will maintain at its own expense during the term of this contract, the following insurance:

1. Worker's Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage.
3. Council will indemnify the Township and its officers, employees and agents from all liability of any sort that may result from injury or death to any person or loss or damage to any property in the performance of any services funded in whole or in part under this Agreement.

ARTICLE VIII – COMPLIANCE WITH LAWS AND REGULATIONS

The Council will comply with all federal, state, and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the American Disabilities Act.

ARTICLE IX- EQUAL EMPLOYMENT OPPORTUNITY

The Council will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of business).

PROFESSIONAL SERVICE CONTRACT

Project: Middle Huron Watershed Initiative

The Council will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Council agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Council, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief.

ARTICLE X – ASSIGNS AND SUCCESSORS

This contract is binding on the Township and Council, their successors and assigns. Neither the Township nor the Council will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XI – TERMINATION OF CONTRACT

Either party may terminate the contract by giving thirty (30) days written notice to the other party. In the event of termination of contract by either party, any Township funds not disbursed at that time will be returned by the Council to the Township.

ARTICLE XII – EQUAL ACCESS

The Council shall provide the services set forth in the Statement of Work without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIII – OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public.

ARTICLE XIV – PAYROLL TAXES

The Council is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Township against such liability

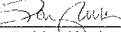
ARTICLE XV – CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the Township and the Council will be incorporated into this contract by written amendments signed by both parties.

Ypsilanti Charter Township

HURON RIVER WATERSHED COUNCIL

By: _____
Brenda Stumbo (date)
Supervisor

By:  Mar. 28, 2011
Laura Rubin, (date)
Executive Director

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Ypsilanti Charter Township

HURON RIVER WATERSHED COUNCIL

By: _____
Brenda Stumbo (date)
Supervisor

By: Laura Rubin Mar. 28, 2011
Laura Rubin, (date)
Executive Director



TO: Middle Huron Initiative Partners and
Stormwater Advisory Group
FROM: Ric Lawson, Watershed Planner
RE: 2011-12 Work Plan and Budget
DATE: January 31, 2011

HRWC is currently providing services to Middle Huron communities for two projects with similar missions: the Middle Huron Initiative Partnership (Partnership) to reduce phosphorus contributions to meet the Total Maximum Daily Load (TMDL) for Ford and Belleville Lakes, and the Stormwater Advisory Group (SAG) to address watershed-wide compliance with state stormwater regulations. At previous meetings, the groups agreed to combine meetings and work towards a merger, since the 2008 stormwater permit included provisions to address TMDLs. While the 2008 permit has been removed by the Michigan Department of Natural Resources and Environment (DNRE), the communities have all submitted Storm Water Pollution Prevention Initiatives (SWPPIs), which remain in effect. The current contracts and budgets for both initiatives expired at the end of calendar year 2010, thus a new work plan is needed for 2011-2012.

The proposed work plan below includes tasks to address both initiatives for two years. Since a few organizations are members in only one group, I have identified the project associated with each task. The proposed work plan includes activities that are essential to fulfilling the expectations set forth in the Cooperative Agreement for the MHI Partnership and Phase I or II. This proposed work plan begins January 1, 2011 and ends December 31, 2012.

Tasks for both groups:

Task 1: **Coordinate and facilitate meetings of the SAG and Partnership**
Description: The groups generally meet on a quarterly basis. HRWC will prepare communications for quarterly meetings including agenda, agenda item materials, and follow-up items; facilitate meetings; and coordinate with guest speakers.
Hours: 160
Cost: \$9,600
Rationale: Meetings are required for SAG and necessary for planning overall.

Task 2: **Prepare program reports**
Description: Several reports are needed between the two programs. HRWC will compile information, write and design two Annual Summary Reports (2010 and 2011) for the Partnership, and summaries of watershed progress for SAG member SWPPI reports (2011 and 2012). All reports will be published and distributed through the HRWC website.
Hours: 180
Cost: \$10,800
Rationale: Annual reports are a commitment in the Cooperative Agreement for the Partnership and required for the stormwater permit. They also provide the basis for measuring and reporting progress.

Task 3: **Conduct monitoring of Middle Huron tributaries**

Description: Continue monitoring and stormwater investigation for the 2011 and 2012 field seasons (April to Sept) following the program's Quality Assurance Project Plan, including the following steps: measure stream discharge (Q) at 10 long-term monitoring sites during dry and wet weather conditions; monitor key water quality indicators at long-term sites and additional stormwater investigative sites during dry and wet weather conditions; obtain and maintain equipment; train field crew; deliver water samples to lab; obtain lab results and enter into database; analyze and synthesize data; communicate monitoring results in report form for a general audience; present results to Partners at semi-annual meetings; and disseminate monitoring reports to members and post on HRWC website.

Grab samples will be taken at each of the study sites twice monthly. Additional samples will be taken during extreme wet weather events, when feasible. Parameters to be measured are Total Phosphorus, Total Suspended Solids, Nitrate, Nitrite, E. coli, Dissolved Oxygen, conductivity, pH, and temperature. Water samples will be collected and analyzed in a lab according to US EPA accepted procedures (City of Ann Arbor WTP).

Hours:

600

Cost:

\$36,000

Equip. Cost:

\$2,000 maintenance of existing monitoring equipment and purchase of new equipment, as needed.

Rationale:

The TMDL Implementation grant covers time and effort for coordination and collection of monitoring data through 2011. Only hours required for 2012 and to match the grant in 2011 are included. Monitoring is required by both programs to help determine hot spots and assess progress.

Task 4:

Update and revise the Watershed Management Plan (WMP)

Description:

The Middle Huron WMP is due to be revised to comply with SWPPI commitments. TMDL Implementation Plans are being developed under grant (hours not included in this work plan) that will be integrated into the WMP. Included in these are the point and non-point source Reduction Implementation Plans (RIP), which are Partnership commitments. HRWC will work with all stakeholders and the DNRE to engage a public process to revise the WMP to meet requirements, and will finalize and submit to MDNRE all necessary documentation.

Hours:

150

Cost:

\$9,000

Rationale:

An updated WMP is needed to meet SWPPI commitments. The RIP documents are commitments under the Cooperative Agreement.

Task 5:

Develop project proposals for implementation projects

Description:

HRWC will seek out funding opportunities and draft and submit 2-3 project proposals that are consistent with WMP and other priorities on behalf of member municipalities. If fewer proposals are submitted, funds will be held over for the following work plan.

Hours:

120

Cost:

\$7,200

Rationale:

Successful proposals will leverage the group budget, keep overall costs down and provide on-the-ground projects to achieve group goals.

Partnership Only Tasks:

Task 6: Assist Partners with preparing an updated Cooperative Agreement
Description: Update current Cooperative Agreement and revise based on Partner feedback; collect signatures. The current agreement expired on October 1, 2009; distribute agreement to Partners.
Hours: 80
Cost: \$4,800
Rationale: An updated draft of the Cooperative Agreement has been developed. It is on hold to wait for details from MDNRE on the TMDL revision.

Task 7: Participate in the MDNRE's revision of the Middle Huron TMDL
Description: Communicate with and represent the Middle Huron Partners in DEQ's revision of the TMDL; provide data and analysis as requested; review materials and provide comments.
Hours: 40
Cost: \$2,400
Rationale: HRWC has led the effort to revise the TMDL with DNRE with assistance from a Technical Committee. The TMDL revision process may be complete by the time this work plan goes into effect. If so, this task will be dropped and any funds will be carried over to the following work plan.

SAG Only Tasks:

Task 8: Provide technical assistance on permit compliance
Description: Consult with SAG members on an as-needed basis to provide advice, information and assistance with all aspects of the stormwater permit. If audited, HRWC will make staff available to meet with state auditors regarding permit-related watershed activities.
Hours: 60
Cost: \$3,600
Rationale: HRWC is periodically asked to provide individual permittee support.

Task 9: Continue to implement the Public Education Plan
Description: Develop and execute tasks to meet public education requirements. See details in the PEP proposal. Included is a proposal for an evaluation survey to take place during this work plan period.
Hours: NA
Cost: \$134,000
Rationale: PEP implementation is required by the stormwater permit and was submitted to MDNRE by all watershed permittees.

Partnership Subtotal: \$44,500
SAG Subtotal: \$174,900
Total Proposed Cost to Partners: \$219,400

2010 Budget Carryover, Partners: \$4,529
SAG: \$4,994
Allocation Budget, Partners: \$39,970
SAG: \$169,906
Total 2011-12 Allocation Budget: \$209,876

**Middle Huron Partnership and SAG
Proposed Cost Allocation
HRWC 2011-12 Work Plan**

Total Budget \$ 209,877
Partnership \$ 39,971
SAG \$ 169,906

Community Name	Total Area (acres)	Total Population	% Total Watershed Population	% Total Watershed Area	Partnership Point Source Assessment	Partnership NPS Assessment	Total Partnership Assessment	SAG Assessment	Total 2-year Assessment
Ann Arbor	17,490	109,346	52.8	16.9	\$ 3,997	\$ 6,331	\$ 10,328	\$ 54,647	\$ 64,975
Ann Arbor Twp	11,398	4,882	2.4	11.0	\$ -	\$ 1,187	\$ 1,187	\$ -	\$ 1,187
Barton Hills		323	0.2	0.0	\$ -	\$ 300	\$ 300	\$ -	\$ 300
Belleville	746	4,400	0.9	0.3	\$ -	\$ 300	\$ 300	\$ -	\$ 300
Chelsea	1,487	5,002	2.4	1.4	\$ 1,599	\$ 320	\$ 1,919	\$ -	\$ 1,919
Dexter	931	3,525	1.7	0.9	\$ 1,599	\$ 206	\$ 1,805	\$ 2,048	\$ 3,853
Dexter Twp	21,174	6,633	1.0	6.2	\$ -	\$ 621	\$ 621	\$ -	\$ 621
Loch Alpine			0.0	0.0	\$ 799	\$ -	\$ 799	\$ -	\$ 799
Lodi Twp	22,070	5,872	0.6	4.8	\$ -	\$ 468	\$ 468	\$ -	\$ 468
Northfield Twp	23,470	9,351	0.4	2.0	\$ -	\$ 300	\$ 300	\$ -	\$ 300
Pittsfield Twp	17,870	37,224	2.8	2.7	\$ -	\$ 473	\$ 473	\$ 4,342	\$ 4,815
Scio Twp	21,187	16,261	7.9	20.5	\$ -	\$ 2,562	\$ 2,562	\$ -	\$ 2,562
Superior Twp	22,734	13,548	3.6	12.1	\$ -	\$ 1,398	\$ 1,398	\$ -	\$ 1,398
Van Buren Twp	23,084	27,377	4.3	7.3	\$ -	\$ 1,033	\$ 1,033	\$ -	\$ 1,033
Webster Twp	22,941	6,672	0.5	3.6	\$ -	\$ 341	\$ 341	\$ -	\$ 341
Ypsilanti	3,027	19,419	8.6	2.7	\$ -	\$ 995	\$ 995	\$ 8,825	\$ 9,820
Ypsilanti Twp	20,187	53,037	9.9	7.6	\$ -	\$ 1,568	\$ 1,568	\$ 13,745	\$ 15,313
Community Subtotal	229,796	322,872	100	100	\$ 7,994	\$ 18,404	\$ 26,397	\$ 83,607	\$ 110,004
WCWRC					\$ -	\$ 4,535	\$ 4,535	\$ 39,227	\$ 43,762
WCRC					\$ -	\$ 4,535	\$ 4,535	\$ 39,227	\$ 43,762
Ann Arbor Schools					\$ -	\$ 881	\$ 881	\$ 7,845	\$ 8,726
University of Michigan					\$ -	\$ 3,622	\$ 3,622	\$ -	\$ 3,622
Totals					\$ 7,994	\$ 31,977	\$ 39,970	\$ 169,906	\$ 209,876

Data sources:

Population estimates were provided by SEMCOG in July 2010 and are based on the 2000 US Census

Areas are based on a GIS analysis of municipality and Middle Huron Watershed boundaries by the Huron River Watershed Council

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



**Office of Community
Standards**

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 485-3943
Fax: (734) 484-5151
www.ytown.org

Memorandum

To: Township Board of Trustees
From: Joe Lawson, Planning Coordinator
Date: June 6, 2011
Re: Proposal of the Huron River Watershed Council to provide Phase II Storm Water permitting services.

Pursuant to the Federal Clean Water Act of 1972 and subsequently Michigan Public Act 451 of 1994, municipalities, such as Ypsilanti Township, are required to maintain a Phase I and Phase II Stormwater permit as issued by the Michigan Department of Natural Resources and Environment.

As a condition of this permit, each municipality under said permit must maintain exhaustive records on their actions to reduce the release of pollutants into the State's surface waters. This is accomplished through education, maintenance and constriction of appropriate infrastructure, good housekeeping and monitoring.

Every two years, the municipality must provide a report to the State MDNRE outlining their compliance with the condition or requirements outlined within their specific permit.

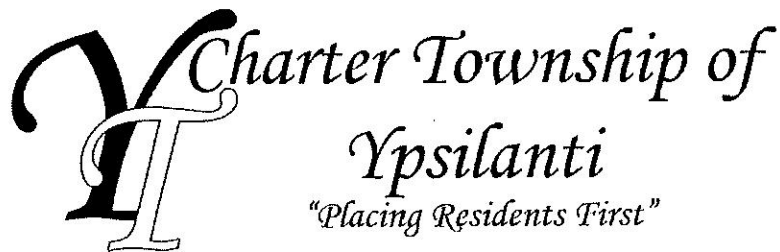
Needless to say, the task of gathering and organizing all of the necessary data in addition to the task of educating the public through direct interaction, literature etc... is a tremendous amount of work that simply cannot be accomplished with our current staffing level.

With that said, over the past few years, the Huron River Watershed Council (HRWC) has expanded their services to assist community members with the administration of their Phase I & II stormwater permit. In 2009 & 2010, Ypsilanti Township accepted this offer and in turn compensated the HRWC approximately \$10,000 for the two year contract.

As you will find attached, the HRWC once again is offering to assist Ypsilanti Township, as well as other communities within the watershed, through the 2011 and 2012 calendar year. As stated in the attached proposal dated March 28, 2011, the cost for this assistance is noted at \$15,313.00 for two year contract.

Considering the amount of assistance provided, not only to Ypsilanti Township but all participating communities, it is the recommendation of staff that the Board of Trustees accept the March 28, 2011 proposal of Mr. Ric Lawson, representing the Huron River Watershed Council and further authorize the Township Supervisor and Clerk to sign the agreement upon review and approval of the Township Attorney.


Supervisor
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Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE



Recreation Department
Community Center

2025 E. Clark Road
Ypsilanti, MI 48198
Phone: (734) 544-3800
Fax: (734) 544-3888
50 & Beyond: (734) 544-3838

www.ytown.org

TO: Ypsilanti Township Board of Trustees
CC: Jeff Allen, Residential Services Director
Brian Durant, Public Services Superintendent
Doug Winters, Township Attorney
FROM:  Serafinski, CPRP, CPSI, Recreation Director
DATE: June 9, 2011
RE: **Request for approval of the Michigan Department of Natural Resources Trust Fund Grant agreement including the accompanying Resolution.**

Included with this communication please find the grant project agreement from the Michigan Department of Natural resources for the Lakeview Park Development project (project #TF10-055). The amount of the grant is \$500,000.00; our local match is \$850,100.00 which includes funding from Eastern Michigan University (\$450,000.00), Washtenaw County Parks & Recreation Commission (\$250,000.00), the Saline Rowing Club (\$50,000.00) and in-kind & force account labor & materials totaling \$99,500.00. The total estimated cost of the project is \$1,350,100.00. It is anticipated that no additional funding from the Township will be needed for this project.

Acceptance of the grant and agreement requires the passage of a resolution by the Local Governing Body (page 16 of the agreement) and execution of the development project agreement.

We respectfully request acceptance of the grant, passage of the resolution and authorization for the elected officials to execute this development project agreement pending attorney review.

We respectfully ask that this item be placed on the June 21, 2011 Board meeting agenda for consideration. I will be in attendance at the Board meeting to answer any questions you may have.

RESOLUTION NO. 2011-15
TF10-155, Lakeside Park Improvements

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

“RESOLVED, that the Charter Township of Ypsilanti, Michigan, does hereby accept the terms of the Trust Fund Grant Agreement as received from the Michigan Department of Natural Resources, and that the Charter Township of Ypsilanti does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Eight Hundred Fifty Thousand, One Hundred dollars (\$850,100.00) in cash and in-kind services to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

The following aye votes were recorded _____.

The following nay votes were recorded _____.

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

I, _____, Clerk of the Charter Township of Ypsilanti, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the Charter Township of Ypsilanti Board of Trustees, at the meeting held June 21, 2011.

Signature

Title

Dated:



**MICHIGAN NATURAL RESOURCES TRUST FUND
DEVELOPMENT PROJECT AGREEMENT**

Project Number: TF10-055

Project Title: Lakeside Park Improvements

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **CHARTER TOWNSHIP OF YPSILANTI IN THE COUNTY OF WASHTENAW** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA 16 of 2011, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by **July 1, 2011**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number **TF10-055** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is the date of execution by the DEPARTMENT **through May 1, 2013**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management.
 - a. All reports, documents, or actions required of the GRANTEE shall be submitted to the:

MICHIGAN NATURAL RESOURCES TRUST FUND
GRANTS MANAGEMENT
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PO BOX 30425
LANSING MI 48909-7925

b. The GRANTEE'S representative for this project is:

Name: _____ Title: _____

Mailing Address: _____

Phone Number: _____ FAX: _____

E-mail Address: _____

c. All notices, reports, requests or other communications from the DEPARTMENT to the GRANTEE shall be sufficiently given when mailed and addressed as indicated above. The DEPARTMENT and the GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.

4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).
5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.

Site Work	Site Amenities
Boathouse and Picnic Shelters	Utilities
Road and Parking	Landscaping
Pathways	

6. The DEPARTMENT agrees as follows:

- a. To grant to the GRANTEE a sum of money equal to **Thirty-Seven (37%) percent of One Million Three Hundred Fifty Thousand One Hundred (\$1,350,100.00) dollars**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Five Hundred Thousand (\$500,000.00) dollars**.
- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
- Payments will be made on a reimbursement basis at **Thirty-Seven (37%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the

DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.

- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(k) of this Agreement.

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Eight Hundred Fifty Thousand One Hundred (\$850,100.00) dollars** in local match. This sum represents **Sixty-Three (63%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$25,000

- and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
- iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$1,000 and \$25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 1990, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
 - vii. Bury all new telephone and electrical wiring within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus

revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.

- h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.

- i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. To erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2011** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
 - a. Submit a written progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than **August 1, 2013**. If the GRANTEE fails to submit a complete final request for reimbursement by **August 1, 2013**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.

12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Received a written exemption from the DEPARTMENT before the execution of this Agreement, and
 - b. Received prior written approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:

- a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the BOARD and implementation of mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and fair market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the BOARD.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended.

It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. If any portion of the project area is a facility, documentation that Department of Natural Resources-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the MNRTF Board with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general

- rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:
- a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or
 - d. Require repayment of grant funds already paid to GRANTEE.
 - e. Require specific performance of the Agreement.
29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of

race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
35. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 90 days of the date the Agreement is issued by the DEPARTMENT, and
 - b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the _____,
date

_____ meeting of the _____
(special or regular) (name of approving body)

GRANTEE

SIGNED:

WITNESSED BY:

By _____

1) _____

Title: _____

2) _____

Date: _____

Grantee's Federal ID#

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

WITNESSED BY:

By _____
Steven J. DeBrabander

1) _____

Title: Manager, Grants Management

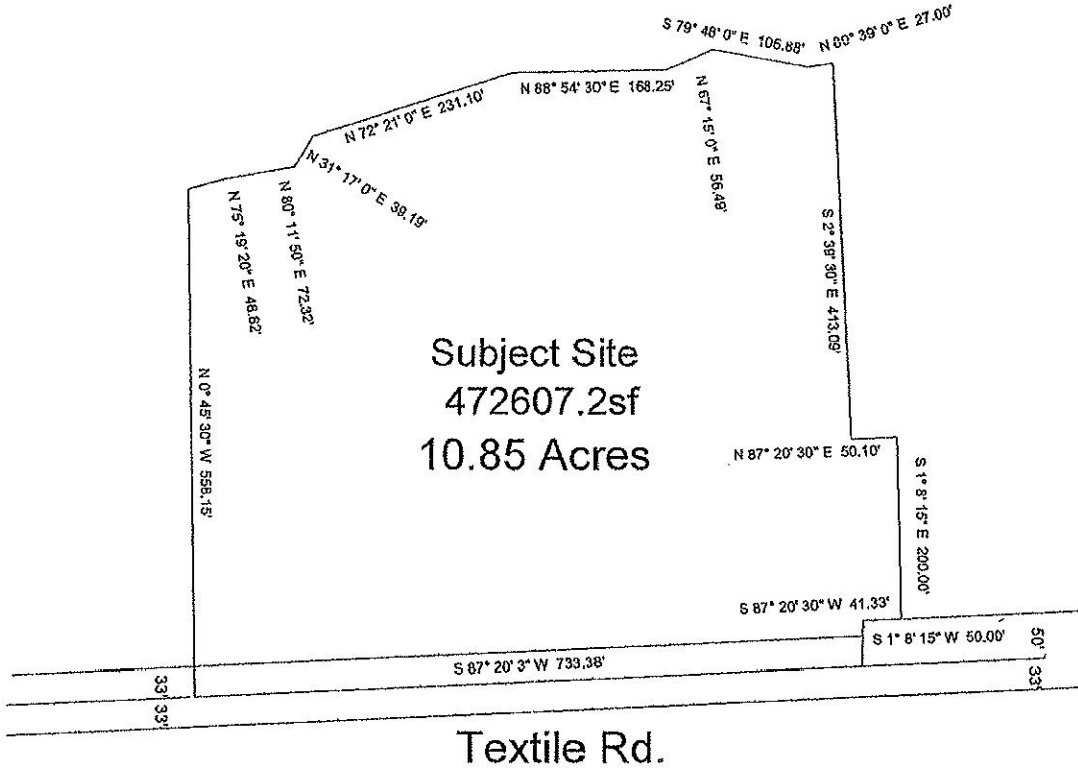
2) _____

Date: _____

SKETCH/AREA TABLE ADDENDUM

File No K -11-24-300-005

Property Address	10049 TEXTILE RD		
City	County	State	Zip
YPSILANTI	WASHTENAW	MI	48197
Owner	CHARTER TWP OF YPSILANTI		
Client			
Appraiser Name			



Scale: 1 = 200

Subject Site

Beginning at a point of the Tract described by Metes and Bounds as follows:

- THENCE North 0° 45' 30" West, a distance of 558.15 Feet;
 - THENCE North 75° 19' 20" East, a distance of 46.62 Feet;
 - THENCE North 80° 11' 50" East, a distance of 72.32 Feet;
 - THENCE North 31° 17' 0" East, a distance of 39.19 Feet;
 - THENCE North 72° 21' 0" East, a distance of 231.10 Feet;
 - THENCE North 88° 54' 30" East, a distance of 168.25 Feet;
 - THENCE North 67° 15' 0" East, a distance of 56.49 Feet;
 - THENCE South 79° 48' 0" East, a distance of 106.88 Feet;
 - THENCE North 80° 39' 0" East, a distance of 27.00 Feet;
 - THENCE South 2° 39' 30" East, a distance of 413.09 Feet;
 - THENCE North 87° 20' 30" East, a distance of 50.10 Feet;
 - THENCE South 1° 8' 15" East, a distance of 200.00 Feet;
 - THENCE South 87° 20' 30" West, a distance of 41.33 Feet;
 - THENCE South 1° 8' 15" West, a distance of 50.00 Feet;
 - THENCE South 87° 20' 3" West, a distance of 733.38 Feet to point of beginning;
- Said tract containing 10.85 acres (472607.18 sf) of land, more or less.
 Perimeter = 2793.90 Feet
 No significant error of closure.

K -11-24-300-005

YP#24-12A-1: BEG AT SW COR OF SEC, TH N 0
-45-30 W 558.15 FT IN W/L OF SEC, TH N
75-19-20 E 46.62FT; TH N 80-11-50 E 72.32 FT;
TH N 31-17-00 E 39.19 FT; TH N 72-21-00 E
231.10 FT; TH N 88-54-30 E 168.25 FT; TH N
67-15-00 E 56.49 FT; TH S 79-48-00 E 106.88
FT; TH N 80-39-00 E 27.00 FT; TH S 2-39-30 E
413.09 FT; TH N 87-20-30 E 50.10 FT; TH S
1-08-15 E 200.00 FT; TH S 87-20-30 W 41.33
FT; TH S 1-08-15 W 50.00 FT; TH S 87-20-30 W
733.38 FT TO POB. BEING PART OF SW 1/4, SEC
24, T3S-R7E, 10.85 AC.

SKETCH/AREA TABLE ADDENDUM

File No K-11-23-400-021

Property Address 9999 TEXTILE RD

City YPSILANTI

County WASHTENAW

State MI

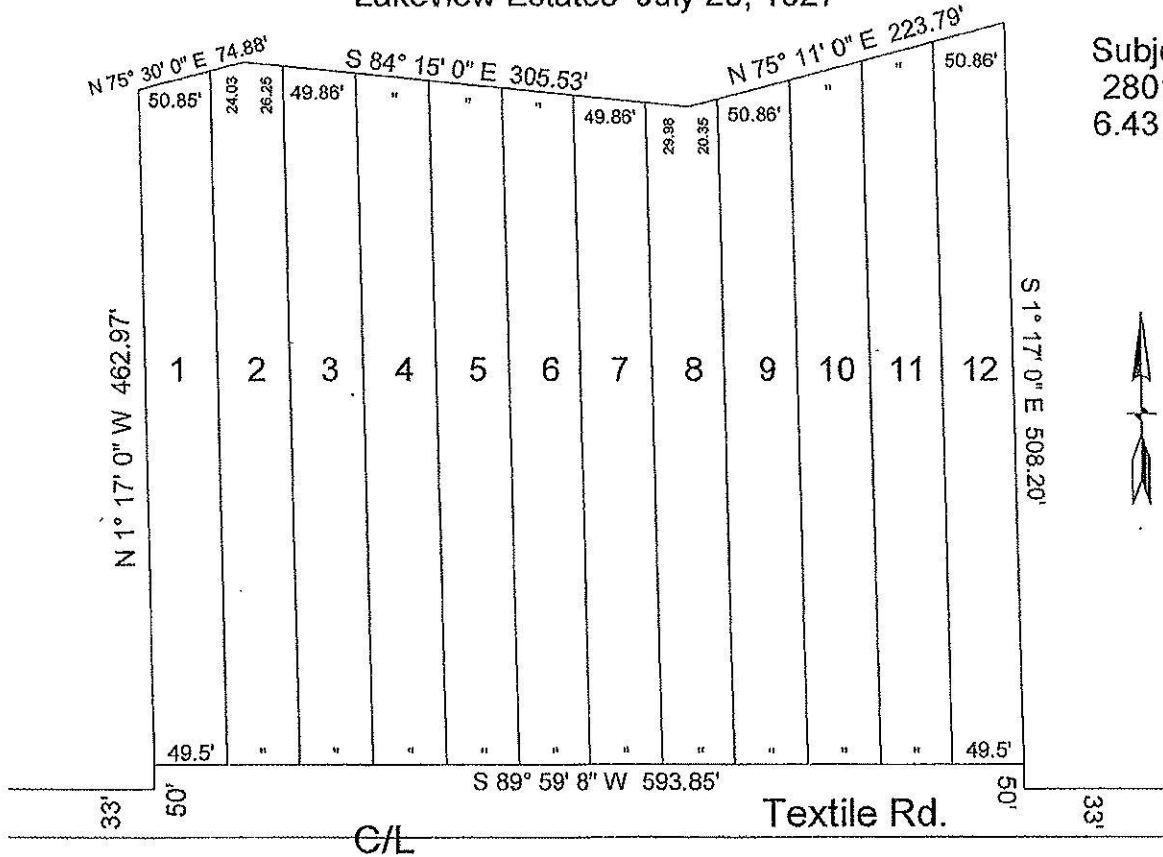
Zip 48197

Owner CHARTER TWP OF YPSILANTI

Client

Appraiser Name

Lakeview Estates July 20, 1927



Subject Site
280196.7sf
6.43 Acres

Scale: 1 = 125

Subject Site

Beginning at a point of the Tract described by Metes and Bounds as follows:

- THENCE North 1° 17' 0" West, a distance of 462.97 Feet;
- THENCE North 75° 30' 0" East, a distance of 74.88 Feet;
- THENCE South 84° 15' 0" East, a distance of 305.53 Feet;
- THENCE North 75° 11' 0" East, a distance of 223.79 Feet;
- THENCE South 1° 17' 0" East, a distance of 508.20 Feet;
- THENCE South 89° 59' 8" West, a distance of 593.85 Feet to point of beginning;

Said tract containing 6.43 acres (280196.69 sf) of land, more or less.

Perimeter = 2169.22 Feet

No significant error of closure.

SURVEY DESCRIPTION

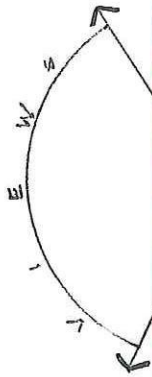
Phase I Project

YPSILANTI TOWNSHIP
LAKE SIDE PARK IMPROVEMENTS

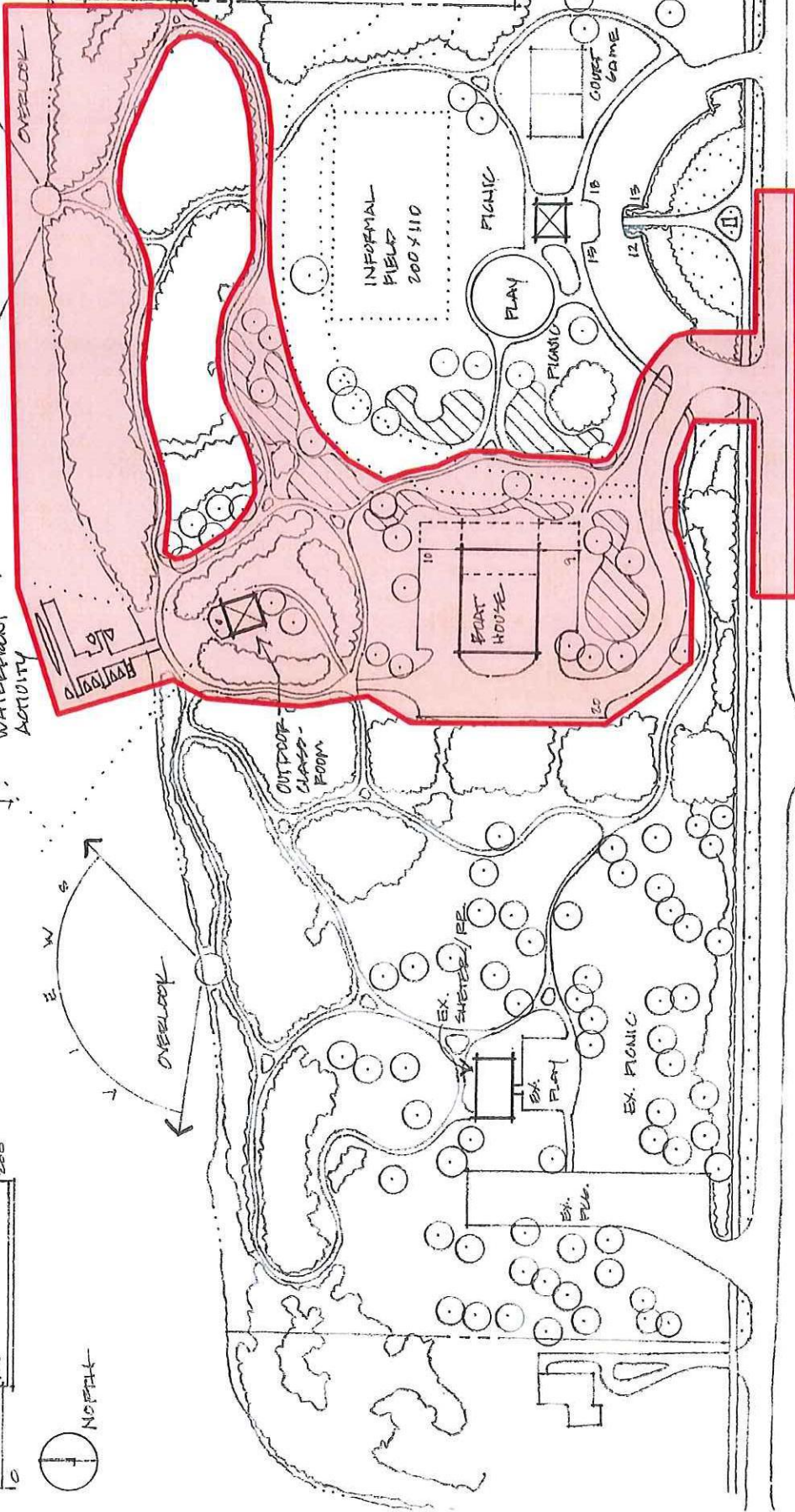
BECKETT & BRADDER, INC. / SCOPES DESIGN INC.

FEBRUARY 26, 2010

FORD LAKE



WATERFRONT
ACTIVITY




Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
DEE SIZEMORE

 Charter Township of
Ypsilanti
"Placing Residents First"

Recreation Department
Community Center

2025 E. Clark Road
Ypsilanti, MI 48198
Phone: (734) 544-3800
Fax: (734) 544-3888
50 & Beyond: (734) 544-3838

www.ytown.org

TO: Ypsilanti Township Board of Trustees
CC: Jeff Allen, Residential Services Director
Brian Durant, Public Services Superintendent
FROM:  Serafinski, CPRP, CPSI, Recreation Director
DATE: June 9, 2011
RE: **Request to accept the proposal from Beckett and Raeder for the development of Lakeside Park and to enter into an agreement pending Attorney review.**

The Residential Services Department, Recreation Division is requesting that the Township Board accept the professional services proposal from Beckett & Raeder for the development of Lakeside Park. This project is a result of the collaborative efforts between Eastern Michigan University, Washtenaw County Parks & Recreation, the Saline Rowing Club and the Township. We also received a Trust Fund Grant from the MDNR for this project.

The reasons for recommending Beckett and Raeder include the following:

- They have been involved with the project from the beginning. They put the initial drawings and cost estimates together and drafted the MDNR Trust Fund Grant application.
- They are familiar with the project and have already put much of the information together to draft specifications and bid documents. Hiring a new firm would add substantial costs to the project and would also delay the start of the project by several weeks or more.
- They are a local firm and are currently on retainer by Eastern Michigan University. EMU also recommends we contract with Beckett & Raeder for this project.
- The MDNR does not require us to bid out the consulting firm for this project.
- I have worked with Beckett & Raeder in other municipalities and as the Recreation Director for the Township. They put together our award winning Parks & Recreation Master Plan in 1997. They have a solid reputation in the industry.
- The cost for their services is included in the total estimated project cost.

I have included a copy of the proposal for consideration. If the proposal is accepted, key members of the Lakeside Park Development Committee will meet with representatives from Beckett and Raeder to finalize an agreement (pending Attorney review).

We respectfully ask that this item be placed on the June 21, 2011 Board meeting agenda for consideration. More specifically, we ask that the board accept the proposal and the subsequent agreement pending Attorney approval. I will be in attendance at the Board meeting to answer any questions you may have.

B R I
Beckett & Raeder

Landscape Architecture
Planning, Engineering &
Environmental Services

May 27, 2011

Mr. Arthur Serafinski
Charter Township of Ypsilanti
2025 E. Clark Road
Ypsilanti, MI 48198

Regarding: Professional Services Proposal for Lakeside Park
Charter Township of Ypsilanti

i
initiative

Dear Mr. Serafinski,

We are pleased to submit a proposal to the Charter Township of Ypsilanti for the professional design services for Lakeside Park. Thank you for providing us this opportunity. Beckett & Raeder enjoyed meeting with you and the folks from EMU to review the services you are requesting. We look forward to the successful implementation of such a unique collaboration of efforts, and the opportunity to provide professional landscape architectural and engineering services to enhance the recreational opportunities of the property while protecting the natural features.

Beckett & Raeder, Inc. takes pride in the service and level of commitment we provide our clients. Our staff of professionals is well qualified to take on this project, and have time in our schedules to accommodate a project of this magnitude and duration. Our team has considerable experience in implementing MNRTF grants.

We have several core design principles in our approach:

LID/Green design/Innovative Storm Water Management is integral to all of our projects and something our staff is committed to. The key to this principle is recognizing the natural systems and designing to protect and enhance them.

Access to Recreation is a concept that we are passionate about. We strive to make projects seamlessly/universally accessible to all patrons. While designing/renovating facilities for accessibility, we work hard to identify solutions that are a good fit with the context of the design, that respect the natural resources and the architecture, and wherever possible are universally accessible.

Complete Streets/Designing for all people and mode of transportation is a current topic in most communities today. BRI has been practicing these concepts for over 40 years, and applying them not only to streets environments but also to all of our projects. These concepts are as relevant to a park or campus project as they are to a street corridor.

Beckett & Raeder, Inc.
535 West William, Suite 101
Ann Arbor, MI 48103

734 663.2622 ph
734 663.6759 fx

www.bria2.com

Petoskey Office
616 Petoskey St., Suite 100
Petoskey, MI 49770

231.347.2523 ph
231.347.2524 fx

Traverse City Office
800 Cottageview, Suite 211B
Traverse City, MI 49684

231.933.8400 ph
231.944.1709 fx

Toledo Office
419.242.3428 ph

i
initiative

Creating Spaces for People overlaps the Complete Streets principle but takes it a step further. Not only do we design to functionally meet the requirements of all individuals, we also design to enhance spaces for peoples comfort, activity, and enjoyment.

Having been in business for over 45 years, Beckett & Raeder, Inc. has completed thousands of projects throughout the state of Michigan and beyond. Because we are a relatively small firm, we have the ability to focus on what we do well, most notably serving our clients. We pride ourselves on our ability to act quickly, respond promptly and remain flexible to comprehensively serve our clients' needs. We consider parks experience as one of our design strengths, as evidenced by our numerous award-winning projects.

We hope you enjoy our proposal and look forward to sharing our ideas with you. We are very excited about being a part of your team.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Deborah J. Cooper', with a long, sweeping horizontal line extending to the right.

Deborah J. Cooper, LLA, Principal

UNDERSTANDING OF THE PROJECT / SCOPE OF SERVICES

Charter Township of Ypsilanti Lakeside Park Improvement Project

TEAM

The professional design team for the Lakeside Park Improvement Project has been configured to leverage the breadth of talent and expertise of Beckett & Raeder's staff. As such, the project team responsibilities will be as follows:

Deborah J, Cooper, LLA, Principal in Charge
Brian Barrick, LLA, Senior Landscape Architect, Project Manager
Heath Hartt, PE, Senior Engineer
Chris Grobbel, PhD, Environmental
Kate Roebuck, Project Professional

Combined we have approximately a **century** of experience! We are well versed in Low Impact Development and Innovative Storm Water Management principles, and approach all of our projects with these principles in mind. We combine our landscape architectural and engineering backgrounds to preserve and improve sensitive natural environments.

MICHIGAN NATURAL RESOURCES TRUST FUND GRANTS EXPERIENCE

BRI has written and/or implemented Michigan Natural Resources Trust Fund Grants for many of our clients including:

- Ypsilanti Township
- West Bloomfield Township Parks and Recreation Commission
- Village of Hudson
- Village of Dundee
- City of Pleasant Ridge
- City of Tawas
- Pittsfield Township
- City of Lapeer
- City of Rogers City
- Washtenaw County

MICHIGAN ACCESS TO RECREATION EXPERIENCE

BRI has implemented several projects through the Access to Recreation Program including:

- J. W. Wells State Park Accessibility Improvements
- Rifle River State Recreation Area Accessibility Improvements
- Brighton State Recreation Area Accessibility Improvements
- Pinckney State Recreation Area Fishing Pier and Picnic Area

PROJECT UNDERSTANDING

Lakeside Park is an existing Ypsilanti Township park situated on Ford Lake. Ford Lake covers approximately 978 acres and is a significant recreation resource in the region. Lakeside Park is the Township's easternmost park on Ford Lake.

This project is an incredible tribute to Ypsilanti Township, WCPRC, EMU and SASRC coming together for a common goal. All will contribute to funding the construction of the park improvements that will create or expand opportunities in the park for walking/hiking, cross country skiing, nature viewing, boating, rowing, fishing, outdoor/environmental education, and picnicking. Ypsilanti Township will have ownership over all improvements and will jointly operate community recreational programs with WCPRC. For rowing related community programs, the EMU Rowing Team and SASRC will assist with instruction and provide equipment for community use. Ypsilanti Township will make arrangements for the EMU Rowing Team and SASRC to utilize the community facility and Ford Lake access for their respective team activities.

A master plan for development of Lakeside Park has been developed and will be implemented in phases. This proposal is for development of the first phase consistent with the grant application and includes universally accessible boat docks, fishing docks, scenic overlooks, non-motorized pathways, outdoor classroom and picnic shelter, site furnishings, community boathouse, parking, and bioswales for treatment and infiltration of storm water. Benches, trash receptacles and interpretive signage are proposed where views, sun/shade patterns, or interesting natural features make them appropriate. A universally accessible transfer station will be provided for access to boating opportunities. The docks will also include universally accessible features for fishing such as multiple height railings and pole rests.

The community boathouse will include universally accessible multi-purpose space, restrooms, emergency shower, and equipment storage. All planning of the boathouse's interior spaces, construction drawings, specifications, permitting, and construction administration for the boathouse will be handled by EMU. Beckett & Raeder, Inc. will handle the site work and will bring utility services to within 5 feet of the building based on loads provided for the building by EMU. All disciplines (architectural, structural, mechanical and electrical, etc.) for the boathouse will be by EMU.

On a procedural level, BRI understands that the project is being partially funded (37%) by a MNRTF Grant in the amount of \$500,000, providing a total project budget of \$1,350,100. The costs for the Boathouse to be designed by EMU is \$279,130. As the author of the grant application, BRI is familiar with the funding sources and the scope of the first phase project and the multi-jurisdictional team involved and their respective responsibilities. With this background, BRI can avoid the duplication of effort that would be required to get up to speed on this multi-faceted project. As listed above, BRI has a long history of successfully producing MNRTF Grant applications and implementing the awarded projects. Through repeated and continuing experience, we are intimately familiar with the Trust Fund Board's latest design, review, construction, and grant reimbursement requirements. Along with this Trust Fund grant experience, BRI's park planning, design, and environmental experience make us uniquely qualified to assist Ypsilanti Township with the specific combination of skills needed for successful improvement of Lakeside Park.

SCOPE OF SERVICES

TASK 1: PRE-DESIGN SERVICES (3-4 WEEK DURATION)

1.1 Site Survey

BRI will work with staff to assemble all available site information and to determine the requirements for survey information to conduct the design and engineering effort. Due to the topographic complexity and number of trees on the wooded Lakeside Park site, BRI will discuss with staff various survey alternatives available to minimize cost while obtaining information needed for complete and accurate construction documents. BRI will develop a Request for Proposal addressing requirements of the local ordinance to obtain competitive proposals for the survey work identified, and recommend award of contract to the client. The cost of the professional survey will be paid for by the client.

1.2 Soil Borings

The BRI Team will work with staff to determine the requirements for soil borings for the site development. The borings will address information needed for design of innovative (LID/green) stormwater solutions. BRI will develop a Request for Proposal addressing engineering requirements to obtain competitive proposals for the geotechnical information needed to complete the work. EMU will provide requirements for borings associated with the building, to be included in the RFP. The cost of soil borings and geotechnical analysis will be paid for by the client.

1.3 Meeting

BRI will meet with parks staff to determine project requirements, review any permitting requirements for the project, and develop an overall schedule for project delivery. At this meeting we will also discuss procedures for involving the partner organizations. However, BRI understands that the Township will serve as the coordinating agency for all involvement and communication between the partner organizations.

1.4 Wetland Delineation

The BRI Team will identify any possible wetland areas and delineate through on-site observations. We will flag the wetland to be surveyed as part of Task 1.1 above.

TASK 2: DESIGN DEVELOPMENT (6-8 WEEK DURATION EXCLUDING AGENCY REVIEW PERIODS)

The purpose of this phase is to establish character, materials, and the horizontal and vertical design controls for the project to allow subsequent preparation of drawings and specifications for construction, and to secure necessary approvals from the Township and regulatory agencies having jurisdiction over the project. Specifically, this phase will include the following tasks:

2.1 Meeting

The BRI Team will meet with the parks staff to review the site plan and establish final design direction for Lakeside Park.

2.2 Cost Estimates

The BRI Team will update the cost estimate during this phase and review with staff to confirm compliance with the project budget.

2.3 Develop site systems including:

- Trail and signage materials and content
- Shelter character and materials
- Parking lot materials (possible porous pavement)
- Boardwalk/Fishing Platform character and materials
- Earthwork for accessibility and drainage
- LID Storm Water Management Features
- Landscape Restoration and Plantings

2.4 Plan Review

BRI will work with staff to determine the proper review procedures for the project including: Partner Review, Site Plan Approval, Washtenaw County Water Resources Commission Review, and Permitting. All printing and mailing costs associated with plan reviews shall be a reimbursable expense.

2.5 Coordinating Architectural, Mechanical, Electrical and Structural

BRI will coordinate site work with the Boathouse disciplines being designed independently by EMU. Coordination is anticipated to include determining a finished floor elevation and location of required utility leads. The building itself including foundations, subgrade, floor slab, pre-engineered building, architectural, mechanical, electrical, structural, and all interior enhancements and furnishings will be designed and documented by EMU.

TASK 3: WORKING DRAWINGS AND SPECIFICATIONS (6-8 WEEK DURATION EXCLUDING AGENCY REVIEW PERIODS)

This task involves the preparation of all drawings and specifications necessary to completely and accurately describe the proposed work for bidding and construction.

3.1 Drawings

The complete set of working drawings to be prepared by BRI will include, but not necessarily be limited to, the following:

- Survey of Existing Conditions
- Demolition Plans
- Layout and Materials Plans
- Grading Plans
- Natural Features Plans
- Soil Erosion and Sedimentation Control Plan and Details
- MDEQ Floodplain/Wetland Permitting Plan and Details
- LID/Stormwater Management plans
- Landscape and Restoration Plan
- Construction Details

3.2 Specifications

Prepare and assemble complete specifications in CSI Format and include Ypsilanti Township standards and forms required for inclusion in the specifications. The Client will provide the front end documents.

3.3 Cost Estimate

Prepare a detailed unit price cost estimate, which indicates that proposed construction is consistent with preliminary cost estimates and with the budget established for the project.

3.4 MDEQ/USACE Joint Permit

BRI will prepare a joint permit application and handle all follow up required to receive a permit for work within the floodplain. All costs associated with printing, mailing and fees shall be a reimbursable expense.

3.5 Agency Requirements

During preparation of Contract Documents, consult with officials and all public agencies and utility companies having jurisdiction over items affected by the proposed construction and notify the Client of all contacts.

3.6 Agency Reviews

BRI will distribute copies of the Contract Documents to and secure concurrence with the documents from all public agencies and utility companies. These agencies which may include Ypsilanti Township, Washtenaw County Water Resources Commission, Washtenaw County Road Commission, Michigan DEQ, and MNRTF will give approval and/or permits for the Plans and Contract Documents as required. BRI assumes EMU will submit and coordinate approval of Building and Trade Permits related to the Boathouse. BRI has assumed that all costs of printing, mailing, and permit fees will be a reimbursable expense.

3.5 Coordinating Architectural, Mechanical, Electrical and Structural

BRI will coordinate site work with the Boathouse disciplines being designed independently by EMU. Coordination is anticipated to include determining a finished floor elevation and location of required utility leads. The building itself including foundations, subgrade, floor slab, pre-engineered building, architectural, mechanical, electrical, structural, and all interior enhancements and furnishings will be designed and documented by EMU. All permits and approvals required for the Boathouse will be coordinated by EMU.

TASK 4: BIDDING AND AWARD (3-4 WEEK DURATION)

This part shall include bidding and award procedures as follows:

4.1 Advertisement

BRI will arrange for public advertising of bids (actual cost of advertising will be paid by the client).

4.2 Bid Assistance

BRI will maintain a log of all plan holders and collect any document fees charged to the bidders. BRI will provide interpretations and other assistance to the Client and bidders as necessary during the bidding process. The BRI team will recommend modifications to the Contract Documents if needed to ensure the

best bid results and issue any required addenda. BRI will track and distribute the Addenda to all plan holders. We have assumed that all printing and mailing associated with bidding will be a reimbursable expense.

4.3 Pre-Bid Meeting

BRI will arrange for a Pre-Bid Meeting. BRI will prepare an Agenda for review and comment by the Client. The Client will introduce the project and review the bidding procedures. BRI will review the documents and together with the client, answer any questions from the attendees. Subsequent to the meeting, BRI will prepare minutes and distribute to all attendees.

4.4 Bid Opening

BRI will prepare a Bid Tab form corresponding to the Bid Proposal Form and BRI will attend the bid opening.

4.5 MNRTF Grant Coordination

BRI will assist Township staff with MNRTF bid and award reporting requirements.

4.6 Recommendation

BRI will tabulate the bids, review them with the Client and recommend Award of Contract.

4.7 Award Meeting

BRI will attend and present the project to the Board for approval.

4.8 Field Testing Services

BRI will prepare a RFP for Field Testing Services during the construction phase. BRI will tabulate and review the proposals received and recommend award of a contract to the most responsible bidder. The cost of the field testing will be paid by the Client.

TASK 5: CONSTRUCTION ADMINISTRATION (9 MONTHS DURATION)

5.1 Bonds and Insurance

BRI will obtain contractor's bonds, necessary insurance forms, and prepare contracts, notice of award, and notice to proceed.

5.2 Pre-construction Meeting

BRI will conduct a pre-construction meeting. BRI will prepare meeting minutes and distribute.

5.3 Site Visits

During the construction period, BRI will make periodic visits to the sites to observe critical stages of the work and to ensure that the contractor fulfills the intent of the Contract Documents. After the work is in progress, the frequency and type of observations will be in accordance with prudent professional practice.

5.4 Pay Applications

BRI will verify and approve the invoices from the construction contractor and prepare periodic estimates of the percentages and value of work completed.

5.5 Bulletins and Change Orders

BRI will prepare Bulletins and approve Change Orders as necessary.

5.6 Shops and Submittals

BRI will review, approve and distribute, as necessary, any shop drawings and submittals submitted by the construction contractor.

5.7 Progress Meetings

BRI will conduct construction progress meetings on a bi-weekly basis for the project and record meeting minutes. BRI will maintain a project distribution list and distribute meeting minutes.

5.8 Punch List

BRI will prepare a punch list of items to be corrected prior to final approval.

5.9 Final Inspection

BRI will make a final inspection and make recommendations relative to acceptance of the work.

5.10 As-built Drawings

Following completion of the work, BRI will prepare as-built drawings from digital mark-ups obtained from the contractor.

5.11 MNRTF Grant Coordination

BRI will assist Township staff with MNRTF grant reimbursement and project closeout requirements.

5.12 Coordinating Architectural, Mechanical, Electrical and Structural

BRI will coordinate Construction Administration of the Boathouse and will direct all Contractor questions, pay applications, shop drawings, submittals, change order requests, and other information requests to EMU for response. Although EMU will be responsible for construction review, punch list, final inspection, and as-built documentation of the Boathouse, BRI will integrate EMU's documentation with that of the larger project.

DELIVERABLES

BRI would anticipate the following Deliverables:

- Preliminary and Final Cost Estimate (building estimates to be provided by EMU)
- Construction Documents for site work, including Drawings and Specifications
- Project Meeting Minutes
- Field Observation Reports for site work
- As-built Plans for site work
- MNRTF Required Forms for Grant procedures

OPTIONAL SERVICES

ADDITIONAL MEETINGS AND PRESENTATIONS

BRI would be happy to assist in presenting the project to the various partner organizations as needed. As clear direction has not been determined for these efforts, it is difficult to predict how many meetings this might entail. There are 3 partner organizations: EMU, WCPRC, and SASRC. We anticipate that each organization may need presentations to their respective departments/Boards at various times throughout the project duration (i.e. design development, final construction drawings, authorization to advertise, authorization to award, payment applications throughout design and construction, and change order requests). It is the intent to minimize these efforts, however it is understandable that these presentations/meetings/submittals may be necessary in order to receive the respective organizations funding. BRI proposes to attend these meetings on an as needed basis, compensated at our hourly rates.

COLORED PLANS AND GRAPHICS

Should any of the various partner organizations require updated colored plans at various stages of the project, BRI would be happy to prepare these. Either a fee to prepare them can be developed at that time or we can be compensated on an hourly basis for time and materials.

DOCUMENTATION AND ALLOCATION OF FUNDING SOURCES

If needed BRI would be happy to assist in the documentation and allocation of dollars to the appropriate funding sources and partner organizations.

EXCLUSIONS

ARCHITECTURAL, MECHANICAL, ELECTRICAL AND STRUCTURAL FOR BOATHOUSE

This proposal is based on EMU preparing all project documentation for the Boathouse including but not limited to design development drawings, construction drawings, specifications, bid form, etc. EMU will also coordinate all building related construction administration including but not limited to Contractor questions, pay applications, shop drawings, submittals, change order requests, construction reviews, punch lists, final inspection, and as-built documentation.

AVAILABILITY OF UTILITY SERVICES

BRI has assumed that utilities to service the site are immediately available in Textile Road R.O.W.

CAPACITY OF EXISTING UTILITIES

BRI has assumed that existing utilities in Textile Road have capacity for the services needed for this project. We have not included any capacity analysis of the existing system in our proposal.

TRAFFIC STUDIES

BRI has not included any traffic studies within our proposal.

PROFESSIONAL FEES

BRI proposes a professional fee for Landscape Architectural and Civil Services as follows:

Basic Services (Landscape Architectural and Civil)	\$ 75,800.00
Wetland Delineation	\$ 3,000.00
MDEQ Permitting	\$ 3,500.00
MNRTF Grant Administration	\$ 4,000.00
Reimbursable Expenses	<u>\$ 1,000.00</u>
Total Fee	\$ 87,300.00

Recommended Allowances for Survey, Geotechnical, and Material Testing During Construction

Survey	\$18,000.00
Geotechnical	\$ 5,000.00
Material Testing During Construction	<u>\$18,000.00</u>
Total Allowances	\$ 41,000.00

Remaining Soft Costs for potential:

Permitting, Fees, Easements, Architectural, Mechanical, Electrical, Structural	\$47,800.00
Total Soft Costs	\$176,100.00

ADDITIONAL SERVICES

Authorized additional services will be billed per the following:

2011 Professional Service Fee and Structure

Beckett & Raeder, Inc. / BRI, Inc. is pleased to submit for consideration the following fees for professional services and time / material services:

AS REQUIRED BY CLIENT:

Principal	\$140.00 Hour
Senior Associate	\$115.00 Hour
Senior Associate Scientist	\$115.00 Hour
Professional Engineer	\$115.00 Hour
Associate	\$110.00 Hour
Project Manager	\$110.00 Hour
Senior Project Inspector	\$ 95.00 Hour
Senior Project Planner	\$ 95.00 Hour
Senior Project Landscape Architect	\$ 95.00 Hour
Project Engineer	\$ 95.00 Hour
Project Landscape Architect	\$ 85.00 Hour
Project Planner	\$ 85.00 Hour

Resident Project Representative	\$ 75.00 Hour
Computer Technician /CAD Technician	\$ 75.00 Hour
Clerical	\$ 60.00 Hour
Interns (non-degreed)	\$ 45.00 Hour
Blueprints	At Cost
Inspector Forms	At Cost
Pager / Cell Phone	At Cost
Printing and Duplicating	At Cost
Photography	At Cost
Facsimile	\$.50 Page
Postage / UPS / FedEx	At Cost
Permit Application Fees	At Cost
Site Plan Review Fees	At Cost
Mileage	Current IRS Rate

Note: Rates will be adjusted on the first of each year and billings will reflect the rates in effect at the time of services rendered

RESOLUTION NO. 2011-12

Whereas, backyard breeding of dogs and door-to-door sale of puppies by persons within the Township has increased in recent years; and

Whereas, the regulation of backyard breeders will safeguard and promote dog breeding by responsible pet owners who sell, adopt, barter or transfer puppies in a manner that does not add to the population of abandoned or neglected dogs; and

Whereas, regulation of backyard breeders will prohibit persons convicted of dog fighting, animal cruelty or neglect from breeding dogs; and

Whereas, regulation of backyard breeders will prohibit persons adjudicated as owning a dangerous dog pursuant to Michigan law from breeding dogs; and

Whereas, Ordinance No. 2011-417 provides for the regulation of backyard breeders by requiring permits for dog breeders, establishing the number of litters a dog can whelp within a year, requiring a dog reach the age of at least eight weeks before it is sold, limiting the sale of dogs to persons holding a breeder's permit, unless they are a governmental

agency, non-profit organization, pet store, or participating in a permitted dog show, and provides penalties for persons who violate the ordinance provisions.

Now Therefore,

Be it resolved that Ordinance No. 2011-417 attached hereto is adopted by reference.

PROPOSED ORDINANCE NO. 2011-417

An Ordinance to Require Dog Breeder Permits

The Charter Township of Ypsilanti ordains that Chapter 14 entitled “**Animals**” of the Township Code of Ordinances be amended as follows:

ADD the following new section:

Dog Breeder Permit Required

1. No person shall cause or allow any dog owned, harbored or kept within the Township of Ypsilanti to breed without first obtaining a breeding permit, as described below. The term breeding permit means a written authorization, issued annually by the Township Treasurer, giving its lawful holder permission to breed a dog.

Dog Breeding Permit Application

2. An application for a dog breeder permit shall be filed with the Township Treasurer by any person who intends to breed a dog. The application shall contain such information as is requested by the Township, including:

A. The name and address, and date of birth of the applicant.

B. The address of the location at which the litter will be whelped, if different from the applicant’s address.

C. A complete description of the dog proposed to be bred including breed or mix of breeds, gender and dog license number.

D. A statement by the applicant that he/she owns the dog proposed to be bred.

Inspections

3. The Office of Community Standards shall conduct an inspection of the applicant's proposed breeding/whelping location to determine whether it is in compliance with the International Property Maintenance Code. No permit shall be issued to an applicant unless the proposed breeding/whelping location is in compliance with the International Property Maintenance Code.

Pit Bull Breeders

4. Due to an overpopulation of pit bulls within the Township, as defined in section 14-1, no person shall be issued a dog breeder permit to breed a pit bull.

Fee for Dog Breeder Permit

5. Each application shall be accompanied by a non-refundable application fee to be established by resolution of the Township Board. The Township Board may, from time to time, modify the established fee schedule.

Each breeding permit shall be valid for one year from the date of issuance, and may be renewed annually, before its expiration date. A separate permit must be obtained for each dog which is allowed to breed. A person who has been convicted of dog fighting, animal cruelty or neglect shall not be issued a dog breeder permit. A person who has been adjudicated as owning a dangerous dog pursuant to MCL 287.322 and MCL 287.323 shall not be issued a dog breeder permit.

Dog Breeder Permit Contents

6. All breeding permits shall contain the following terms and conditions:

A. The owner of an unaltered female dog shall not allow the whelping of more than one litter in any household within the permit year. In the event that a permittee is forced to euthanize a litter of dogs, the whelping of one additional litter of dogs is allowed within the same permit year by the permittee;

B. No newborn dog may be sold, adopted, bartered, or otherwise transferred, whether for compensation or otherwise, until it has reached the age of at least eight weeks;

C. Any holder of a dog breeding permit who advertises to the public the availability of any dog for sale, adoption, or transfer, whether for compensation or otherwise, must prominently display the permit number in any such advertisement. Further, the breeding permit holder must provide the permit number to any person who purchases, adopts, or receives any dog from the permit holder and include the permit number on any receipt of sale or transfer document.

D. Any dog permit holder who sells or otherwise transfers a dog whether for compensation or otherwise to a township resident, shall provide to the new animal owner written information regarding the Township's dog license requirements.

Dog Breeder Permit Exemptions

7. The following dogs are exempt from the breeding permit requirements:

A. Dogs documented as having been appropriately trained and actively used by law enforcement agencies for law enforcement and rescue activities.

B. A dog which is bred or used as a guide dog or leader dog for a blind person, a hearing dog for a deaf or audibly impaired person, or a service dog for a physically limited person, is exempt from the breed permit requirements as provided in MCL 287.291

Sale, Adoption Or Other Transfers Of Dogs:

8. No person shall present any dog for sale, adoption, barter, exchange, or adoption, whether for compensation or otherwise, in any public place, without first obtaining a dog breeder permit. The term public place shall include, but not be limited to, streets, highways, sidewalks, parks, shopping centers, tent sales, and areas in front of commercial establishments. This prohibition shall not apply to:

A. Government agencies; non-profit animal rescue organizations exempt from taxation under Internal Revenue Code

section 501(c)(3); or humane societies or societies for the prevention of cruelty to animals if such societies are incorporated as nonprofit organizations.

B. Permitted dog shows.

C. Permitted pet stores which sell or otherwise transfer dogs, whether for compensation or otherwise, within the store.

Penalty for Violation

Any person violating a provision of this ordinance is guilty of a misdemeanor punishable by not more than a \$500 fine and/or imprisonment for not more than 90 days.

Severability

Should any section, subdivision, sentence, clause or phrase of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

Publication

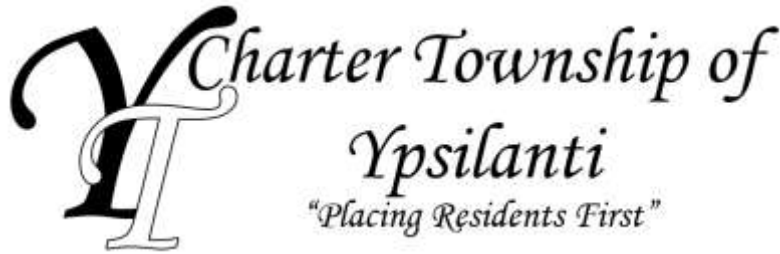
This Ordinance shall be published in a newspaper of general circulation as required by law.

Effective date

This Ordinance shall become effective upon publication in a newspaper of general circulation as required by law.

OTHER BUSINESS

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Clerk's Office

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156
www.ytown.org

MEMORANDUM

To: Township Board

From: Brenda L. Stumbo, Supervisor
Karen Lovejoy Roe, Clerk
Larry Doe, Treasurer

Date: June 9, 2011

Subject: ***Reinstatement of Work Session***

At an earlier meeting, the Board approved the elimination of our Work Sessions and agreed to include discussion only items on the regular agenda.

At the May meeting, the three full-time officials and Trustee Currie agreed it had become apparent that a Work Session provided a better opportunity for the Board to discussion agenda items. As the term "Work Session" indicates, it allows the Board to work through any questions or concerns we may have regarding the agenda items, prior to the board meeting. We feel the board meeting does not always provide adequate time for a proper discussion.

We are asking for the Board's consideration of reinstating the Work Sessions at 6:00 p.m. beginning with the August 16, 2011 Regular Meeting. A resolution with the change would be placed on the July 19, 2011 agenda for Board approval.

As with the regular meeting, the work sessions are open to the public and the public is encouraged to attend.

nkW

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Office of Community Standards

Ordinance Department
7200 S. Huron River Drive
Ypsilanti, MI 48197
(734) 485-4393
ytown.org

June 13, 2011

To: Board of Trustees
From: Michael Radzik, Director
Office of Community Standards
Subject: **Planning Coordinator – Director Positions**
Copy: N/A
Attachments: Planning & Development Coordinator Job Description
Planning Director Job Description

The following information is presented to the Board of Trustees for discussion at its June 21, 2011 regular meeting with the intention of moving the discussion forward for Board action.

Issue

Joe Lawson is employed as our Planning & Development Coordinator and for approximately the past two years has been performing many of the functions of the vacant planning director position. There is a need to evaluate the situation and make appropriate adjustments for the employee and the organization.

Background Information

Mr. Lawson was hired in December, 2001 as a paid intern in the former Office of Community & Economic Development (CED). At that time, CED was headed by a director and encompassed the building and planning departments, both of which were also managed by respective directors. The CED director also supervised the ordinance department; ordinance was later moved under the supervision of the police services administrator in 2002.

On March 1, 2004, Mr. Lawson was hired as the Planning & Development Coordinator under the supervision of the planning director. In September, 2006, the CED Director resigned and the position was left open; the planning department remained organized under the auspices of CED, although the planning director took on more direct responsibility for budget management and program accountability, reporting directly to the township supervisor.

In December, 2008, the Office of Community & Economic Development merged with the Ordinance Department and Police Services. The Office of Community Standards (OCS) was formed under direction of the police services administrator acting as team leader with the building and planning directors. The police services administrator took on the joint role as director of OCS and primary responsibility for economic development was assumed by the elected leadership.

On March 31, 2009, the planning director position was vacated by the untimely death of Mr. David Nicholson. At that time, the decision was made to leave the planning director's position open as a cost cutting measure and Mr. Lawson voluntarily accepted some responsibilities of the position. Over the past 27 months, Mr. Lawson has taken on many of the duties and responsibilities of the former director's position and has become a valuable member of the OCS management team.

Organizational Considerations

As a result of the sharp economic downturn over the last few years, the elected leadership has implemented organizational changes in order to meet the needs of the community with fewer resources. As witnessed by the formation of the Office of Community Standards, departments that share common areas of interest have been merged under new management team configurations in an effort to provide both basic and enhanced services with a leaner management structure. Today's consolidated internal management teams require more flexibility in order to succeed in the current economic environment and organizational structure.

It makes sense for the organization to continue the OCS team approach because all of the functional departments share a common goal to promote and maintain various aspects of community standards. The ability to cross over traditional departmental lines of responsibility is an essential requirement for members of the consolidated management team.

Mr. Lawson has become an important member of the OCS management team. The team relies on his expertise in planning and zoning matters and his participation in problem solving exercises. Moreover, there is a desire to give Mr. Lawson more responsibility for budget management and shared supervision of OCS clerical and inspection staff.

Proposal

Mr. Lawson has been employed by the Township for almost ten years, and has been the Planning & Development Coordinator for more than seven years. He recently completed his master's degree program at Eastern Michigan University. In addition, Mr. Lawson responded favorably to a performance mentoring plan over the last six months that demonstrated his commitment to the organization.

Mr. Lawson's current salary is \$56,507 and his position is affiliated with the Teamsters union. The starting salary of the former planning director, who possessed extensive experience, was \$74,204, which is consistent with the building director's salary. Mr. Lawson has successfully performed the professional and administrative work required of his current position. In addition, he has voluntarily performed many of the duties and responsibilities of the vacant planning director position and the organization will continue to rely on him to do so. Mr. Lawson has more limited experience in professional land use planning, and the Township budgets to employ a professional consultant for Master Plan review and other items on an as-needed basis. Mr. Lawson has limited supervisory experience.

Based on Mr. Lawson's job performance as Planning & Development Coordinator, his assumption of many of the former planning director's duties, his overall experience and the current needs of the organization, I recommend that Mr. Lawson be offered a management position as Planning Director within a starting salary range of \$62,000 - \$65,000. As part of the position, Mr. Lawson will take a more active role in assisting the elected leadership with

economic development, and will continue representing the Township at various external planning work groups. He will assume shared responsibility to supervise clerical and inspection staff as part of the management team within the Office of Community Standards, and will be responsible for budget management of the planning functions including the planning commission and zoning board of appeals. I recommend that we continue to employ a professional consultant for Master Plan review and other land use issues as needed.

This recommendation includes not filling Mr. Lawson's current position. Although there has been no formal discussion with Teamster representatives, informal consultation with the local president has indicated no issues of concern regarding this proposal.

As the economy starts to improve, the neighborhood stabilization efforts of OCS help position the township for new economic development and targeted re-development, which has become increasingly more important. This proposal will better align Mr. Lawson's position with the needs of the organization to move us ahead.

Please consider this proposal for discussion at your regular meeting on June 21, 2011 followed by future Board action.

Charter Township of Ypsilanti

PLANNING & DEVELOPMENT COORDINATOR

Summary

Performs responsible professional and administrative work in planning, reviewing, organizing and coordinating development activities.

Supervision Received

Work is performed under the general guidance of the Community & Economic Development Director in accordance with Township, State, and Federal laws, ordinance and regulation applicable to specific areas of program activity. Work is reviewed through conferences and reports for overall program effectiveness.

Responsibilities and Duties

An employee in this position may be called upon to do any or all of the following essential duties: (These examples do not include all of the duties which the employee may be expected to perform.)

1. Participates in the drafting and presentation of the Community & Economic Development Department budget. Monitors expenditures remaining within approved budgetary limits. Approves the billing of services and the submission of invoices for payment.
2. Advises the Community & Economic Development Director and the Administrative Officials on planning and code enforcement matters, which may require the research and preparation of reports on a wide variety of topics, including those of a technical nature.
3. Attends Township Board, Planning Commission and Zoning Board of Appeals meetings and assist as necessary to provide staff reports and recommendations on matters under consideration.
4. Assists the Community & Economic Development Director with conducting pre-application meetings with petitioners and applicants, reviewing variance request applications, conducting on site inspections for each individual application or request.
5. Assists the Community & Economic Development Director in coordinating the administrative functions for the Planning Commission and Zoning Board of Appeals, including overseeing citizen notification procedures, conducting research, preparing legal publication notices, and staff reports.
6. Assist residents, developers, contractors, architects, engineers, and attorneys on a variety of planning and development issues.

PLANNING & DEVELOPMENT COORDINATOR (continued)

Responsibilities and Duties (cont'd)

7. Performs review for compliance of the Township's ordinances regulating but not limited to zoning, building, signs, fences, property maintenance codes and subdivision. Includes answering public inquiries, reviewing development proposals and engineering plans for compliance, and reviewing the buildable status of individual properties.
8. Oversees the inspections, investigation and processing of complaints related to code violations. May testify in court as an expert witness on technical and procedural matters.
9. Performs related work as required to carry out the community and economic development goals and objectives of the Township.

Essential Functions, Qualifications and KSA's for Employment

All of the following functions, qualifications, knowledge, skill and abilities are essential. An employee in this position upon appointment, should have the equivalent of the following:

- Knowledge of the principles and practices of public administration.
- Considerable knowledge of land use principles and urban planning.
- Knowledge of zoning and site development rules, regulations, and ordinances.
- Interpersonal skill to establish and maintain effective working relationships.
- Ability to compile and analyze statistical and technical data and to present facts and recommendations effectively in written and oral form.
- Ability to perform mathematical computations.
- Ability to read and interpret specifications, blueprints and drawings.
- Ability to comprehend complex issues and identify alternative solutions and prepare appropriate recommendations..
- Ability to recognize and handle stress.
- Skill in the use of computer word processing, spreadsheet, database and GIS software.
- Must have good vision, hearing, physical mobility and verbal communication.
- Must be able to drive and possess a valid driver's license with a good driving record.
- Graduation from an accredited four-year college or university with major course study in urban planning or related field with two years of experience or any combination of education and training which provides the essential knowledge, skills and abilities.

Charter Township of Ypsilanti

PLANNING DIRECTOR

Summary

Performs responsible professional land use planning work in maintaining and interpreting the Township comprehensive plan, Township zoning and related ordinances. Is responsible for local land use planning and performs research, analysis and evaluation of various planning and development requests. Provides technical advice and guidance to the Township Board, Planning Commission, and Zoning Board of Appeals.

Supervision Received

Work is performed under the general guidance of the Economic Development Director in accordance with Township, State, and Federal laws, ordinance and regulation applicable to specific areas of program activity. Employee must show initiative, discretion, and specialized knowledge in the attainment of desired objectives. Work is reviewed through conferences and reports for overall program effectiveness.

Supervision Exercised

Supervision is exercised over the Planning and Development Coordinator and planning interns.

Responsibilities and Duties

An employee in this position may be called upon to do any or all of the following essential duties: (These examples do not include all of the duties which the employee may be expected to perform.)

1. Performs site plan review for proposed private development projects, coordinates review procedures and makes recommendations based on reviews.
2. Oversee the coordination of the administrative functions for the Zoning Board of Appeals, including overseeing citizen notification procedures, preparing legal publications notices, and preparing meeting agendas and minutes.
3. Assist the Planning Commission by conducting research, preparing staff recommendations and reports, and by attending committee meetings. Coordinates the administrative function of this committee.
4. Assists the Zoning Board of Appeals by conducting pre-application meeting with petitioners and applicants, reviews variance request applications, conducts on site inspections for each individual application or request, and attends regular and special Zoning Board of Appeals meetings to present such reports.

PLANNING DIRECTOR (continued)

5. Attends Township Board meetings as needed to provide staff reports and recommendations on matters under consideration. May present summary of recommended actions and formal motions of the Planning Commission and Zoning Board of appeals and may represent them on requests for appeals.
6. Demonstrates a cooperative effort with the Economic Development Director to facilitate a seamless transition for development projects from the planning process through construction to completion and issuance of a certificate of occupancy.
7. Administer the Township Ordinances regulating development inclusive of but not limited to zoning, signs, and subdivision. Prepare notices of violation, letters, reports and assemble background material to support enforcement activity. Testify in court as an expert witness on technical and procedural matters as required.
8. Participates as the lead planner in the maintenance of the Township's comprehensive master plan and land use survey. Performs research, analysis and evaluation of various urban problems, identifies planning objectives and evaluates proposed programs in accordance with comprehensive planning principles.
9. Administers community development grant programs, includes drafting project requests for consideration by the Township Board, preparation of project applications, maintenance of grant records for project compliance, and serves as liaison to granting agencies.
10. Assists the public, Township Officials, township consultants and attorneys on a variety of planning and development issues.
11. Performs related work as required to carry out the community development goals of the Township.

Essential Functions, Qualifications and KSA's for Employment

All of the following functions, qualifications, knowledge, skills and abilities are essential. An employee in this position, upon appointment, should have the equivalent of the following:

- Knowledge of principles and practices of public administration.
- Considerable knowledge of principles of urban planning.
- Thorough knowledge and understanding of planning and zoning regulation.
- Interpersonal and leadership skills to develop and maintain effective working relationships with the elected officials, board and commission members, employees, and the public.
- Skill and ability to compile and analyze information and to present facts and recommendations in effective oral and written presentations.
- Ability to work within deadlines and changes in work priorities.

PLANNING DIRECTOR (continued)

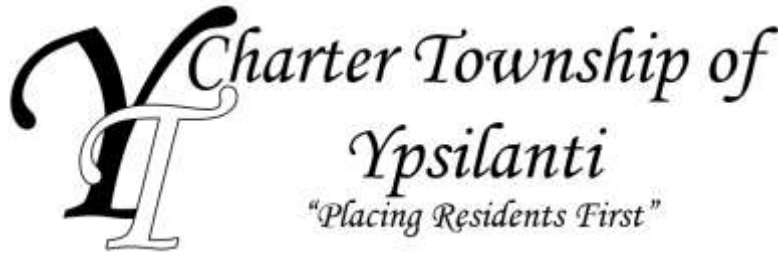
- Skill in the use of the computer and computer software.
- Skill and ability to perform mathematical computations.
- Skill and ability to read and interpret specifications, blueprints and drawings.
- Ability to recognize and handle stress.
- Must have good vision, hearing, physical mobility and verbal communication.
- Graduation from an accredited four-year college or university with major course study in urban planning or related field with five years of experience including some supervisory experience or any combination of education and training which provides the essential knowledge, skills and abilities.
- Must possess and maintain a valid Michigan driver's license with a good driving record.
- State of Michigan certification for building official or plan reviewer is a plus.

Ypsilanti Township
January 2003

DISCUSSION ITEM

1. Urban Chicken Ordinance

Supervisor
BRENDA L. STUMBO
Clerk
KAREN LOVEJOY ROE
Treasurer
LARRY J. DOE
Trustees
JEAN HALL CURRIE
STAN ELDRIDGE
MIKE MARTIN
SCOTT MARTIN



Human Resource

7200 S. Huron River Drive
Ypsilanti, MI 48197
Phone: (734) 484-0065
Fax: (734) 484-5160
www.ytown.org

MEMORANDUM

To: Charter Township of Ypsilanti Board of Trustees

From: Karen Wallin
Human Resource Department

Date: June 13, 2011

Subject: Request for Professional Service Proposals – Health Care Agent

One of the areas that all employees are interested in and affected by is the fringe benefit packages offered by their employer. Especially at this time, health care is on everyone's mind and one of the top priorities here at the Township.

Recently, a health care committee was established here at the Township to find innovative ways to continue to provide quality coverage to employees at the best possible cost. This committee is composed of a member of each of the employee groups (AFSCME-Township, AFSCME-14B Court, Teamsters, Fire Department, Non-union/Management) as well as the HR Department and Board (one administrative official and one trustee).

On behalf of the health care committee, I would like to request approval to begin the search for professional services from an agent specializing in employee benefits. It is the committee's opinion that an agent would be very beneficial to us as we move forward. The committee has suggested a letter of interest be sent out to approximately 8-10 agencies inviting them to forward proposals. The proposals would be analyzed with 4-5 agencies being given an opportunity to present their services to the committee by an interview process. The committee would then forward a recommendation back to the Township Board for approval.

The cost to have an agent added to our current insurance is covered through the monthly premiums we pay. If the agent that is selected offers additional products or programs that we believe may be beneficial to the Township, it is very likely that the savings received would more than cover the cost of the product.

Your consideration in the matter is appreciated. Should you have any additional questions, please contact me at 484-0065 or ext. 3741.