

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE NOVEMBER 1, 2011 REGULAR MEETING**

The meeting was called to order by Supervisor Brenda L. Stumbo, at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive; Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer was observed.

Members Present: Supervisor Brenda L. Stumbo, Treasurer Larry Doe, Trustees Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

Members Absent: Clerk Karen Lovejoy Roe

Legal Counsel: Wm. Douglas Winters

CONSENT AGENDA

- A. MINUTES OF THE OCTOBER 18, 2011 WORK SESSION AND REGULAR MEETING**
- B. NOVEMBER 1, 2011 STATEMENTS AND CHECKS**

A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve the Consent Agenda. The motion carried unanimously.

TREASURER REPORT

Treasurer Larry Doe reported that in addition to the Treasurer's Office, Key Bank on E. Michigan Avenue and Washtenaw Avenue would also accept Winter tax bill payments. The Bank of Ann Arbor and Citizen's Bank currently accept tax bill payments.

ATTORNEY REPORT

- A. REQUEST FORMAL AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE THE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 2149 MCGREGOR**

Attorney Winters asked Joe Lawson, Planning Director, to show the photographs concerning this property and provided a brief overview. He reported the house was currently owned by CitiMortgage, Inc. in Texas, but the couple that had abandoned the home had been living in a RV and had kept fifty cats on the premises.

Supervisor Stumbo asked Attorney Winters if the new proposed ordinance would address future situations such as this. Attorney Winters replied that a combination of ordinance and court action would help in future cases. Mike Radzik, OCS Director, explained the ordinance would not have helped in this particular incident, only because it had not yet been vacant for thirty days. Mr. Radzik said it had been foreclosed, however the owner had continued to stay, living in a camper in the driveway because he had nowhere to go.

A motion was made by Trustee Eldridge, supported by Trustee Hall Currie to authorize legal action in Washtenaw County Circuit Court to abate the public nuisance for property located at 2149 McGregor. The motion carried unanimously.

B. REQUEST AUTHORIZATION TO INITIATE LEGAL ACTION IN WASHTENAW COUNTY CIRCUIT COURT, IF NECESSARY, TO ABATE THE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 6360 BUNTON ROAD

Attorney Winters reported that this house had been illegally converted into three apartment units and the existing pole barn had been made into an apartment as well. He said it had been on the Township radar for several months since the foreclosure, due to the numerous police reports dealing with prostitution, drug activity and assault and battery. Attorney Winters said people were still living there and need to be removed for health and safety issues as well as to relieve the strain on police resources.

Mike Radzik, OCS Director, explained the property had been unlawfully split, rented out and was now in foreclosure. He reported, the owner had vacated the premises, leaving other people living there and according to police reports, it was a source of prostitution, known home invasion suspects and drug activity.

Trustee Scott Martin said that since there were five separate meters at this address, at least one of the utility companies must have been aware this had become a multiple rather than a single family residence. He wondered if utility companies should be required to notify the Township when a situation like this arose.

Ron Fulton, Building Director, explained that prior to installing an electric and/or gas meter, DTE was participating in an Ypsilanti Township approval process. He felt DTE had been lax in actually enforcing the policy.

A motion was made by Treasurer Doe, supported by Trustee Eldridge to authorize legal action in Washtenaw County Circuit Court, if necessary, to abate the public nuisance for property located at 6360 Bunton Road. The motion carried unanimously.

C. GENERAL LEGAL UPDATE

Attorney Winters spoke on the lack of action by banks that owned foreclosed properties. He explained the Township was actively pursuing these blighted properties because of the destabilization they brought to neighborhoods and added that the Humane Society had been very helpful in several of these cases.

OLD BUSINESS

1. RESOLUTION NO. 2011-30, SPECIAL ASSESSMENT DISTRICT FOR S. MANSFIELD STREET LIGHTING (Public Hearing held at the October 18, 2011, Regular Meeting)

Supervisor Stumbo read the resolution into the record (see attached).

A motion was made by Treasurer Doe, supported by Trustee Hall Currie to approve Resolution No. 2011-30, Special Assessment District for S. Mansfield Street Lighting with the new street lighting plan presented, contingent on DTE and the Washtenaw County Road Commission locating streetlights for non-interference of future road improvements, curb and gutter or sidewalks.

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Supervisor Stumbo stated approval was with the condition that DTE and the road commission made sure the streetlights were located where they would not interfere with future road improvements, curb and gutter or sidewalks.

Tom Banks, Township resident said he was opposed to the street lighting. He stated he had spoken with fifteen of his neighbors, twelve of whom were opposed to the assessment. Mr. Banks said some of the residents were not aware it was even happening. He asked the Board to keep in mind that when residents signed the petition, they were unaware of the cost and once they learned the cost, they were no longer in favor. He distributed to the Board, a list of signatures opposing the street lighting.

Supervisor Stumbo explained the Board had been presented with a petition, with twelve people against the street light assessment. She questioned if anyone now opposing the streetlights had signed the original petition.

Mr. Banks replied that he knew at least one had signed the original petition

Supervisor Stumbo stated that in order to create a special assessment district, 51% of the 40 property owners needed to agree or it would not move forward to create the district. She said the Board had a couple of options. The Board could choose to not take action and ask that residents be re-notified because no one called or emailed and there were no objections until the meeting two week ago. Supervisor Stumbo said that it was odd that 51% of the people said yes and no one commented on being opposed.

Mr. Banks stated that property owners were not aware of the cost when they signed the petition and many thought the lights would be free. He said the cost was not calculated until the letter went out.

Supervisor Stumbo said she would be in favor of tabling it until the next meeting and giving the opportunity for the residents to come to the meeting and express their opposition or to send emails. She said two residents had spoken in favor of the assessment at the last meeting. Supervisor Stumbo stated one of the circulators of the petition was present and she asked the circulator if it would be okay to table the item so property owners could be notified again. Supervisor Stumbo said she was concerned because of the number of people that had signed the petition opposing the assessment.

Carissa Collins-Watson, Township resident said if the Board thought it would be best, it would be fine if they tabled it but she had spoken to the neighbors, even after the last meeting who were still in favor of the street light assessment. She felt it would be a touch and go because she would have to go to the neighbors to see if they were still in favor. Ms. Collins-Watson stated at this point, it would be up to the Board. She stressed that most of the residents had received the letter containing the cost and they said it was okay.

Supervisor Stumbo said in light of the information received, it would be good to re-notice it and let everyone know so they could come out and express their support.

Ms. Collins-Watson said exactly, and that she would be fine with that because she was always in favor of that.

Supervisor Stumbo said good, so if the Board was agreeable.

A motion was made by Treasurer Doe, supported by Trustee Hall Currie to table Resolution No. 2011-30, Special Assessment District for S. Mansfield Street Lighting.

The motion carried as follows:

M. Martin: Yes Eldridge: Yes Currie: Yes S. Martin: No

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Stumbo: Yes Doe: Yes

**2. DTE MUNICIPAL STREET LIGHTING AGREEMENT FOR SOUTH
MANSFIELD (Tabled at the October 18, 2011 Regular Meeting)**

A motion was made by Trustee Eldridge, supported by Trustee Mike Martin to table DTE Municipal Street Lighting Agreement for South Mansfield.

The motion carried as follows:

**M. Martin: Yes Eldridge: Yes Currie: Yes S. Martin: No
Stumbo: Yes Doe: Yes**

NEW BUSINESS

1. BUDGET AMENDMENT #13

Javonna Neel, Accounting Director read the budget amendment into the record.

A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve Budget Amendment #13 (see attached). The motion carried unanimously.

**2. TRANSPORTATION AND ACCESS AGREEMENT BETWEEN WAYNE
DISPOSAL INC. (WDI) AND YPSILANTI TOWNSHIP AND
AUTHORIZATION TO SIGN AGREEMENT**

A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve the Transportation and Access Agreement between Wayne Disposal Inc. (WDI) and Ypsilanti Township and authorize signing the agreement (see attached).

Attorney Winters introduced Michael Farentino, representative of EQ and David Lusk of Wayne Disposal, Inc. and explained this was an ongoing operation, which utilized rail and trucking facilities to transfer waste. Mr. Winters explained that this represented an opportunity for Wayne Disposal to operate a rail-to-truck transfer facility on existing rail spurs located in the Township. He said this was a heavily regulated operation on the State and Federal level. Wayne Disposal would be obligated to pay the Township for the impact fees, which would garner approximately \$300,000 each year.

Supervisor Stumbo pointed out two meetings were held by the development team to discuss the transfer facility and she, Clerk Lovejoy Roe, Ron Fulton and Joe Lawson had toured the site. The Supervisor said that this site was previously used by GM to transfer cars built at their facility, but those days were gone, along with the 1.2 million dollars in revenue when GM closed. She explained that opening the rail spur would alleviate the current travel on the expressway and potentially attract other commerce.

Trustee Eldridge questioned if the fifty cents per ton was a conservative or high estimate, based on past use.

Mr. Lusk, President of Wayne Disposal, responded that the estimate was based on the current project. He explained it was a unique opportunity to reactivate the rail shard and if successfully run for five years, would generate approximately \$300,000 per year income and hopefully some additional projects as well. Mr. Lusk explained they would be working with the Norfolk & Southern railroad on this project.

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Trustee Eldridge said that from past experience in law enforcement and working with motor carrier, there were a lot of extremely hazardous materials on the freeways. He commended this company for being willing work with the township in getting these hazardous materials off the expressways.

The motion carried unanimously.

3. FORMALLY APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT WITH WASHTENAW COUNTY FOR FIRWOOD HILLS ROAD IMPROVEMENTS

A motion was made by Trustee Eldridge, supported by Treasurer Doe to approve the Community Development Block Grant (CDBG) Agreement with Washtenaw County for Firwood Hills Road Improvements (see attached). The motion carried unanimously.

4. REQUEST OF JEFF ALLEN, RSD DIRECTOR FOR AUTHORIZATION TO PURCHASE AND INSTALL TWO (2) SECURITY CAMERAS IN HARRIS ROAD PARK IN THE AMOUNT OF \$11,740.16 WITH AN ADDITIONAL \$29.00 PER MONTH, BUDGETED IN LINE ITEM #266.301.000.977.000 AND \$86.02 PER MONTH CELLULAR CHARGE, BUDGETED IN LINE ITEM #266.301.000.857.000

A motion was made by Treasurer Doe, supported by Trustee Hall Currie to authorize purchasing and installing two (2) security cameras in Harris Road Park in the amount of \$11,740.16 with an additional \$29.00 per month, budgeted in line item #266.301.000.977.000 and \$86.02 per month cellular charge, budgeted in line item #266.301.000.857.000.

Jeff Allen, Residential Services Director, explained the need for cameras in Harris Road Park. He stated that Camtronics, the company currently being used for security cameras in West Willow, met with the Washtenaw County Sheriff Department to select the best location for the cameras. Mr. Allen further explained that whenever anyone entered the park after hours, a violation of the ordinance would occur and a signal would be sent to dispatch, triggering a 911-type call.

Shannon Grosshans, President of the Ypsilanti National Little League, explained that practice would begin in April and sometimes lasted until 9:00 p.m. She said games were scheduled until the end of July and sometimes lasted until 11:00 p.m. She questioned how the camera schedule could work to accommodate the League times. She reported further damage that had occurred in the park.

Mr. Allen said he felt sure there would be a way to coordinate the League's schedule with the security camera schedule.

Erik Nowakowski, Township resident, suggested that a light sensor would solve the problem and formally requested that a Request For Proposal (RFP) be generated and that it go out for public bid, following the proper purchasing policy for the Township.

Supervisor Stumbo discussed a memo Jeff Allen had provided which explained the reasons Camtronics was used for security at the Civic Center and the differences in the cameras used in West Willow.

Mr. Allen discussed the monthly fees and his understanding of utilizing the Camtronics cameras.

Supervisor Stumbo said she was in favor of utilizing security on a larger scale to deter destruction to public property and when the time came, the Township could

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expand township wide and look at other systems. She added that another reason the Township contracted with Camtronics was that they currently provided the same system to Eastern Michigan University and in the future, they could monitor the system.

Mr. Nowakowski said there were software and hardware systems that would need to be addressed.

Trustee Eldridge questioned the quality of lighting for a good visual, the aspects of animals triggering the mechanism, the monthly and cellular fees and if there was a gate at the park.

Ms. Grosshans said there were only one gate and one large light by the concession stand because the light inside the pavilion kept getting broken.

Amy Stickler, Secretary for Ypsilanti National Little League, explained that most of the traffic was foot traffic and felt a gate would not be effective.

Art Serafinski, Recreation Director, stated that one field was lighted and felt that DTE could possibly install security lighting as well. He felt a gate would at least help the vehicle aspect.

Trustee Scott Martin asked if there was a history of deputies being called to the area.

Mr. Allen said he had a conversation with Sargent Fox concerning the questionable activities occurring in the area and stated that vehicles were involved. He continued by saying gating would require contacting the Washtenaw County Road Commission, since Harris Road was under their jurisdiction. He foresaw potential problems with locking and unlocking the gates, as well.

Trustee Eldridge discussed solutions concerning gate security.

Mr. Serafinski said the gate at Hydro Park included a large opening similar to Harris Road and felt it worked correctly.

Trustee Eldridge asked if any consideration had been given to cutting the vegetation back in the areas that allowed possible concealment.

Supervisor Stumbo thanked the ladies who had brought this issue to the Board's attention. She also directed the possibility of a future, larger scale security system to the attention of Erik Nowakowski, who could assist with drafting a RFP.

The motion carried unanimously.

- 5. RECOMMENDATION OF MIKE RADZIK, OCS DIRECTOR TO UTILIZE LINE ITEM #101.950.000.969.011- COMMUNITY STABILIZATION FUND FOR THE DEMOLITION OF 2084, 2094 AND 2485 E. MICHIGAN AVENUE, NOT TO EXCEED \$42,680.00 AND FUND 283 NEIGHBORHOOD STABILIZATION PROGRAM (NSP) FOR THE DEMOLITION OF 1117 HOLMES ROAD, NOT TO EXCEED \$12,420.00**

A motion was made by Trustee Hall Currie, supported by Trustee Scott Martin to approve the utilization of line item #101.950.000.969.011- Community Stabilization Fund for the demolition of 2084, 2094 and 2485 E. Michigan Avenue, not to exceed \$42,680.00 and Fund 283 Neighborhood Stabilization Program (NSP) for the demolition of 1117 Holmes Road, not to exceed \$12,420.00.

Supervisor Stumbo explained these were the properties the Township purchased that were in foreclosure and the Board had authorized demolition.

The motion carried unanimously.

6. REQUEST AUTHORIZATION TO SIGN ROAD AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION FOR RESURFACING EASTERN HALF OF EMERICK FROM MAUS TO TYLER, NOT TO EXCEED \$30,000, BUDGETED IN LINE ITEM #101.446.000.818.022

A motion was made by Trustee Eldridge, supported by Treasurer Doe to authorize signing the Road Agreement with the Washtenaw County Road Commission for resurfacing the eastern half of Emerick from Maus to Tyler, not to exceed \$30,000, budgeted in line item #101.446.000.818.022 (see attached).

Supervisor Stumbo explained this required approval from the City of Ypsilanti and they had communicated with her that they did not want to move forward at this time. Ypsilanti School District came in and paved half of Emerick, in front of the school, leaving the eastern half, located in the Township unpaved. Supervisor Stumbo said the Township was unaware of the situation until residents began calling. She said the Township would not be able to resurface the eastern half of the street without the City's approval.

Supervisor Stumbo reiterated her concern that she and Clerk Lovejoy Roe were not able to change the City's decision concerning paving Grove Road, as addressed in the last Board meeting and hoped they would not hinder the progress on Emerick. Attorney Winters explained the City was liable for the condition of Grove and as such, residents could make claims on their damaged vehicles.

The motion carried unanimously.

OTHER BUSINESS

1. RESOLUTION NO. 2011-33 REQUESTING THE WASHTENAW COUNTY BOARD OF COMMISSIONERS (WCBOC) TO HONOR ITS CONTRACTUAL AGREEMENT WITH THE HUMANE SOCIETY OF HURON VALLEY (HSHV)

Supervisor Stumbo read the resolution into the record.

A motion was made by Trustee Mike Martin, supported by Trustee Eldridge to approve Resolution No. 2011-33 requesting the Washtenaw County Board of Commissioners (WCBOC) to honor its contractual agreement with the Humane Society of Huron Valley (HSHV) (see attached).

Trustee Mike Martin said the HSHV had the lowest kill rate in the State of Michigan and one of the lowest in the country. He quoted from the letter Robert Guenzel had written, stating the intent had been for the agreement to be ongoing.

Supervisor Stumbo echoed the sentiments of Trustee Mike Martin and felt the situation with the Humane Society was akin to the contracting promises made to Ypsilanti Township in regard to Police Services. She stated the Huron Valley Humane Society would never have built a building as large as they had without the contract with Washtenaw County. The Township and the Sheriff Department depended on HSHV since our officers were not trained to deal with vicious animals or situations dealing with animal cruelty.

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Attorney Winters reiterated how heavily the Humane Society had been involved with cases for the last few weeks that dealt with animals being abandoned in foreclosed homes.

Mike Radzik voiced his agreement and support for the resolution as well.

The motion carried unanimously.

AUTHORIZATIONS & BIDS

ACCEPT:

1. **REQUEST OF ART SERAFINSKI, RECREATION DIRECTOR TO ACCEPT THE RECOMMENDATIONS FROM BECKETT AND RAEDER, INC. FOR LAKESIDE PARK TOPOGRAPHIC SURVEY SERVICES REQUIRED TO DEVELOP THE PARK AND TO AUTHORIZE SIGNING OF THE AGREEMENTS AS FOLLOWS:**
 - A. **TESTING ENGINEERS & CONSULTANTS, INC. (TEC) TO PROVIDE GEOTECHNICAL SERVICES SURVEY IN THE AMOUNT OF \$5,697.00, BUDGETED IN LINE ITEM #212.970.000.974.036**
 - B. **MIDWESTERN CONSULTING, INC, (MCI) TO PROVIDE SITE SURVEY IN THE AMOUNT OF \$7,850.00, BUDGETED IN LINE ITEM #212.970.000.974.036**

AUTHORIZE:

1. **REQUEST OF THE GREENS COMMISSION TO SEEK SEALED BIDS FOR 3-YEAR, 4-YEAR AND 5-YEAR LEASE FOR 55 (BOTH GAS AND ELECTRIC) GOLF CARTS FOR THE GREEN OAKS GOLF COURSE AND AUTHORIZATION FOR LEON JACKSON TO SELECT THE MOST QUALIFIED BIDDER WITH THE OVERSIGHT OF THE THREE FULL-TIME OFFICIALS, BUDGETED IN THE 2012 BUDGET.**

A motion was made by Treasurer Doe, supported by Trustee Eldridge to authorize signing the agreements as follows:

- A. **Testing Engineers & Consultants, Inc. (TEC) to provide Geotechnical Services Survey in the amount of \$5,697.00, budgeted in line item #212.970.000.974.036 (see attached).**
- B. **Midwestern Consulting, Inc. (MCI) to provide Site Survey in the amount of \$7,850.00, budgeted in line item #212.970.000.974.036 (see attached).**
- C. **To authorize Leon Jackson to select the most qualified bidder for 55 (both gas and electric) golf carts for Green Oaks Golf Course, with the oversight of the three full-time officials, budgeted in the 2012 Budget.**

Trustee Scott Martin asked if there were plans in the Park Development to have bathrooms in the boathouse. He also wondered what the cost would be and the number of parcels that were involved.

Mr. Serafinski replied that the facility would include restrooms that would be open to the public and costs were included in the grant agreement. Trustee Scott Martin suggested using the smallest parcel for the sewer tax and Mr. Serafinski agreed.

The motion carried unanimously.

ADJOURNMENT

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A motion was made by Treasurer Doe, supported by Trustee Eldridge to adjourn the meeting. The motion carried unanimously.

The meeting adjourned at approximately 8:37 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI

2011 BUDGET AMENDMENT #13

November 1, 2011

101 - GENERAL OPERATIONS FUND

	Total Increase	\$15,747.63
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Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2008-2010 taxes that require refunds to tax payors. This is funded by an Appropriation of Prior Year Fund Balance from the Reserve for MTT losses based on specific millage rates for the specific fund.

Revenues: Prior Year Fund Balance	101.000.000.699.000	\$15,747.63	
	Net Revenues	\$15,747.63	
 Expenditures: Tax Refund Expenditures	 101.956.000.956.006	 \$15,747.63	
	Net Expenditures	\$15,747.63	

206 - FIRE FUND

	Total Increase	\$48,589.63
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Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2008-2010 taxes that require refunds to tax payors. This is funded by an Appropriation of Prior Year Fund Balance from the Reserve for MTT losses based on specific millage rates for the specific fund.

Revenues: Prior Year Fund Balance	206.000.000.699.000	\$48,589.63	
	Net Revenues	\$48,589.63	
 Expenditures: Tax Refund Expenditures	 206.206.000.956.010	 \$42,697.40	
Tax Refund Expenditures-Fire Pension	206.852.000.956.014	\$5,892.23	
	Net Expenditures	\$48,589.63	

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2011 BUDGET AMENDMENT #13

November 1, 2011

212 - BIKE, SIDEWALK, RECREATION, ROAD AND GENERAL OPERATIONS FUND (BSR II)

Total Increase \$28,885.79

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2008-2010 taxes that require refunds to tax payors. This is funded by an Appropriation of Prior Year Fund Balance from the Reserve for MTT losses based on specific millage rates for the specific fund.

Revenues: Prior Year Fund Balance	212.000.000.699.000	<u>\$15,338.79</u>	
	Net Revenues	<u><u>\$15,338.79</u></u>	
Expenditures: Tax Refund Expenditures	212.212.000.956.010	<u>\$15,338.79</u>	
	Net Expenditures	<u><u>\$15,338.79</u></u>	

Increase Capital Outlay for the Lakeside Park Boat House Grant Project by \$13,547 for site survey and geotechnical services. Expenditure to be reimbursed through matching donations and State DNR grant.

Revenues: State Grant - DNR	212.000.000.569.023	<u>\$13,547.00</u>	
	Net Revenues	<u><u>\$13,547.00</u></u>	
Expenditures: Lakeside Park Grant	212.970.000.974.036	<u>\$13,547.00</u>	
	Net Expenditures	<u><u>\$13,547.00</u></u>	

226 - ENVIRONMENTAL SERVICES FUND

Total Increase \$25,618.44

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2008-2010 taxes that require refunds to tax payors. This is funded by an Appropriation of Prior Year Fund Balance from the Reserve for MTT losses based on specific millage rates for the specific fund.

Revenues: Prior Year Fund Balance	226.000.000.699.000	<u>\$25,618.44</u>	
	Net Revenues	<u><u>\$25,618.44</u></u>	
Expenditures: Tax Refund Expenditures	226.226.000.956.010	<u>\$25,618.44</u>	
	Net Expenditures	<u><u>\$25,618.44</u></u>	

CHARTER TOWNSHIP OF YPSILANTI

2011 BUDGET AMENDMENT #13

November 1, 2011

266 - LAW ENFORCEMENT FUND

Total Increase \$64,560.08

Increase tax refund expenditure budget due to Michigan Tax Tribunal tax settlement - reductions of value 2008-2010 taxes that require refunds to tax payors. This is funded by an Appropriation of Prior Year Fund Balance from the Reserve for MTT losses based on specific millage rates for the specific fund.

Revenues: Prior Year Fund Balance	266.000.000.699.000	<u>\$64,560.08</u>
	Net Revenues	<u>\$64,560.08</u>
Expenditures: Tax Refund Expenditure	266.301.000.956.010	<u>\$64,560.08</u>
	Net Expenditures	<u>\$64,560.08</u>

595 - MOTORPOOL FUND

Total Increase \$24,795.00

Increase Capital outlay - Vehicle budget line item for the purchase of a 2011 Ford Explorer to replace old Ordinance Department vehicle. Original authorization at 10/18/11 Board meeting was for the purchase not to exceed \$24,000.

Revenues: Prior Year Fund Balance	595-000-000-699.000	<u>\$24,795.00</u>
	Net Revenues	<u>\$24,795.00</u>
Expenditures: Capital Outlay - Vehicle	595-595-000-985.000	<u>\$24,795.00</u>
	Net Expenditures	<u>\$24,795.00</u>

Motion to Amend the 2011 Budget (#13):

Move to increase the General Fund budget by \$15,747.63 to \$8,705,192 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$48,589.63 to \$5,767,893.47 and approve the department line item changes as outlined.

Move to increase the Bike, Sidewalk, Recreation, Road, & General Operations Fund (BSRII) by \$15,338.79 to \$1,282,446.15 and approve the department line item changes as outlined.

Move to increase the Environmental Services Fund budget by \$25,618.44 to \$2,667,429.44 and approve the department line item changes as outlined.

Move to increase the Law Enforcement Fund budget by \$64,560.08 to \$6,016,246.94 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund budget by \$24,795.00 to \$161,104 and approve the department line item changes as outlined.

TRANSPORTATION AND ACCESS AGREEMENT

1st This Transportation and Access Agreement ("Agreement") is made and entered into this day of November, 2011 by and between Wayne Disposal, Inc., a Michigan corporation ("WDI") and Ypsilanti Township ("Township").

RECITALS

WHEREAS, WDI seeks to establish, lease and/or own, and operate a rail-to-truck transload facility on existing rail spurs located within the Township (the "Facility"), depicted on Exhibit A hereto.

WHEREAS, WDI seeks to modify the Facility by upgrading rail lines, constructing buildings and roads, and other improvements in order to allow WDI to operate the Facility to the maximum extent practicable in a manner consistent with applicable laws.

WHEREAS, the Township has determined that WDI's proposed use is permitted by right under the Township's zoning ordinance, as documented in the Zoning Verification attached as Exhibit B hereto.

NOW THEREFORE, the parties agree as follows:

1. Effective Date.

This Agreement shall become effective upon the execution of this Agreement by both parties.

2. Township's Obligations.

The Township shall promptly review and act on all of WDI's applications for site plan approval, certificate of occupancy and other approvals regarding the proposed project. In the event the Township denies an application, the Township shall state with specificity each reason for the denial and the underlying basis supporting each reason.

3. Impact Fee.

Within 30 days after the Township's issuance to WDI of a certificate of occupancy for the Facility, WDI shall pay to the Township Treasurer one hundred thousand dollars (\$100,000.00) (the "Prepayment"). Thereafter, WDI shall pay to the Township Treasurer, within thirty (30) days after the end of each calendar quarter, a Transportation Impact Fee consisting of fifty cents (\$0.50) per ton of materials transloaded at the Facility during such calendar quarter; provided, however, that the Prepayment shall be used offset the first one hundred thousand dollars (\$100,000.00) in Transportation Impact Fees payable to the Township under this Paragraph 3.

4. Audit Rights.

(a) The Township may retain, at its sole expense, an independent certified auditor, who is acceptable to WDI, to verify the amount of materials transloaded at the Facility in any calendar year.

(b) After any calendar year, the auditor shall be granted access to WDI records

pertaining to the matters to be verified, provided that the Township submits a written request for access to the WDI records within ninety (90) days after the end of that calendar year. The Township shall furnish a copy of any final audit report to WDI. The finding or conclusions of the auditor shall not be binding on the Township or WDI.

5. Township Access to the Facility.

WDI agrees to allow Township officials access to the Facility during regular business hours, upon reasonable request.

6. Additional WDI Obligations.

In addition to the duties, responsibilities and obligations of WDI set forth herein, WDI shall also:

- a) Direct all transport vehicles traveling to and from the Facility to follow the Haul Route depicted on Exhibit C hereto unless an event beyond WDI's control makes the Haul Route unavailable, in which case WDI may direct transport vehicles to follow an alternate route based on the circumstances causing the Haul Route's unavailability.
- b) Take full responsibility for any spill that occurs during transportation from the Facility, promptly provide a response and cleanup team to address such spill, and reimburse the Township for any related direct costs.

7. Termination of WDI's Duties and Obligations.

WDI shall not be bound by any provision of this Agreement, shall have no duties or obligations hereunder or be subject to any term or condition hereunder, and shall not be liable for the breach of any provision of this Agreement, upon occurrence of any of the following:

- (a) WDI's cessation of operations at the Facility; or
- (b) The Township fails to promptly review or act on all of WDI's applications for site plan approval, certificate of occupancy or any other approval regarding the proposed project or, in the event the Township denies an application, fails to state with specificity each reason for the denial and the underlying basis supporting each reason.

8. Continued Cooperation Between the Parties.

The parties shall meet at least annually, or upon 30-day's written notice from either party, to discuss the status of WDI's current and planned activities at the Facility.

9. Notices.

All notices required or permitted under this Agreement shall be in writing and shall be delivered personally, by courier, or sent by certified registered mail (signature requested) to WDI or the Township at the addresses listed below:

- (a) If to WDI:

Wayne Disposal, Inc.
36255 Michigan Avenue
Wayne, MI 48184
Attention: President

With a copy to:
Honigman Miller Schwartz and Cohn, LLP
2290 First National Building
660 Woodward Avenue
Detroit, MI 48226
Attn: Jeffrey L. Woolstrum

(b) If to Township:

Charter Township of Ypsilanti
Township Clerk or Successor
Karen Lovejoy Roe
7200 S. Huron River Drive
Ypsilanti Township, MI 48198

With a copy to:
Ypsilanti Township Attorney
Wm. Douglas Winters
61 N. Huron
Ypsilanti, MI 48191

10. Waiver.

Waiver by either party of any term or provision of this Agreement shall not constitute a continuing waiver nor a waiver of any further or additional rights such party may hold under this Agreement.

11. Severability.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

12. Governing Law.

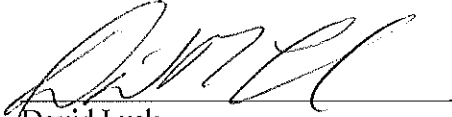
This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to such states choice of law rules.

13. Entire Agreement.

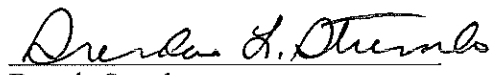
This Agreement is the complete and exclusive statement between the parties relating to the subject matter of this Agreement, and supersedes all prior understandings, communications, or representations, either oral or written, between the parties. This Agreement may not be modified or altered except by a written instrument duly executed by WDI and the Township.

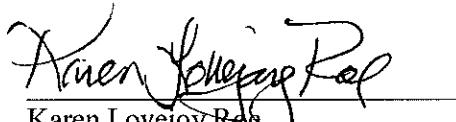
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WAYNE DISPOSAL, INC.


David Lusk
President

CHARTER TOWNSHIP OF YPSILANTI:


Brenda Stumbo
Township Supervisor


Karen Lovejoy Rea
Township Clerk

**COUNTY OF WASHTENAW COMMUNITY DEVELOPMENT AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG PROGRAM)
Ypsilanti Township Firwood Hills Road Improvements**

This AGREEMENT dated the 25th day of October, 2011, is between the COUNTY OF WASHTENAW, a municipal corporation, with office located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("COUNTY") and the CHARTER TOWNSHIP OF YPSILANTI, a municipal corporation, with offices located at 7200 South Huron River Drive, Ypsilanti, Michigan 48197, ("TOWNSHIP").

WHEREAS, the COUNTY receives funds from the United States Department of Housing and Urban Development (HUD) pursuant to HUD's Community Development Block Grant Entitlement Communities Grants ("CDBG") and the COUNTY is authorized to award CDBG funds pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301, et. seq.; and

WHEREAS, the COUNTY has been designated as an entitlement county for the CDBG Program and acts as the lead entity for the Washtenaw Urban County, which consists of the COUNTY, Ypsilanti Township, Superior Township, Salem Township, Northfield Township, Ann Arbor Township, Scio Township, York Township, the City of Ypsilanti, Pittsfield Township, and Bridgewater Township; and

WHEREAS, the FY 2011-12 YPSILANTI TOWNSHIP FIRWOOD HILLS ROAD IMPROVEMENT PROJECT has been approved by the Urban County Executive Committee for funding under the CDBG Program; and

WHEREAS, the TOWNSHIP has agreed to collaborate with the Office of Community and Economic Development to manage this public facility improvement project; and

WHEREAS, on May 24,, 2011 the Urban County Executive Committee approved \$168,179.00 in FY 2011/12 COUNTY CDBG funding as a grant to the TOWNSHIP to support the eligible public facility improvement activities within the Urban County boundaries, as specified in this Agreement. This funding is contingent upon the release of County HOME funding from the Department of Housing and Urban Development (HUD) for FY 11/12.

In consideration of the mutual covenants and obligations contained in this Agreement, including the Attachments, and subject to the terms and conditions stated, **THE PARTIES AGREE AS FOLLOWS:**

1. **USE OF FUNDS:** [24 CFR 570.503(b)(1)]
 - A. **SCOPE OF SERVICES:** TOWNSHIP agrees to use COUNTY CDBG funds for the eligible costs of contracting with the Washtenaw County Road Commission to complete the Firwood Hills Road mill and overlay project. This project will include milling the existing surfaces of 1) Bagley Road between Forest and Holmes and 2) The entire lengths of the following roadways: Elder Street, Highland Court, Firwood Street, and Hazel Court, structure adjustments, placement of 3' bituminous overlay, and associated engineering/project management costs. TOWNSHIP will work with the Office of Community Development and the Road Commission to coordinate the bidding and procurement of all services necessary to complete the project and shall perform all services necessary to complete the project as set forth in Attachment A.
 - B. **SCHEDULE:** Timely completion of the work specified in this Agreement is essential. By signing this Agreement, TOWNSHIP agrees to make every effort to ensure that the project will not be delayed. Failure to meet deadlines may result in cancellation of this Agreement and the revocation of COUNTY CDBG funds.
 - C. **BUDGET:** TOWNSHIP expressly agrees to complete all work in accordance with the budgets set forth in Attachment B.
 - D. **INELIGIBLE ACTIVITIES:** TOWNSHIP expressly agrees not to use CDBG funding for the following prohibited uses: a) purchasing equipment without approval from the Office of Community and Economic Development, b) using the funds for operating and maintenance expenses, c) constructing new housing, and d) providing income payments.
 - E. TOWNSHIP expressly agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

- F. The TOWNSHIP will use local funds to pay for any cost overruns that are related to this project. For record keeping purposes, the TOWNSHIP will submit a summary of all of the project costs to the Office of Community and Economic Development.
- G. TOWNSHIP designee will meet with Community and Economic Development staff after bids are received to review the project costs and time schedule.

2. RECORDS AND REPORTS: [24 CFR 570.503(b)(2)]

- A. TOWNSHIP agrees to maintain all required records and submit reports on forms provided by the COUNTY within two weeks after the end of the program year.
- B. TOWNSHIP agrees to prepare and submit reports every six months, or as otherwise directed, to the Director of the Office of Community and Economic Development; and to cooperate and confer with him/her as necessary to ensure satisfactory work progress.
- C. TOWNSHIP agrees to maintain all records required by the federal regulations specified in 24 CFR 570.206 that are pertinent to the activities funded under this Agreement for a minimum of five years, starting from the date of the submission of the annual performance and evaluation report, in which the specific activity is reported to HUD for the final time. If litigation claims, audits, negotiations or other actions are initiated prior to the expiration of the five-year period, then such records shall be retained until all related issues have been resolved.
- D. All reports, estimates, memoranda and documents submitted by TOWNSHIP must be dated and bear designee's name.
- E. All reports made in connection with the Agreement are subject to review and final approval by the COUNTY.
- F. TOWNSHIP shall provide an annual project audit of revenues and expenses based upon TOWNSHIP's budget calendar.
- G. TOWNSHIP agrees to maintain project-related data demonstrating participant and project eligibility for services provided pursuant to this Agreement. Such data includes, but is not limited to, names, addresses, funding amounts, sources and uses of funding, property values, construction records, inspection reports, mortgage and security documents, signed applications, source documentations for household income level or other basis for determining eligibility, and descriptions of services provided. This information shall be made available to COUNTY upon request.
- H. TOWNSHIP shall forward copies of all executed subcontracts to the Office of Community and Economic Development along with documentation of the selection process.

3. PROGRAM INCOME: [24 CFR 570.503(b)(3)]

Pursuant to 24 CFR 570.504(c), TOWNSHIP agrees that program income, unexpected funds or other assets will not be retained by TOWNSHIP for other eligible activities, but will be returned to the COUNTY and will be deposited into the CDBG Program Income Account. The activities to be undertaken with program income are noted in Section 1B. of this Agreement. All provisions of this Agreement shall apply to the specified activities. Transfers of grant funds by the COUNTY to TOWNSHIP shall be adjusted according to the principles described in 24 CFR 580.504(b)(2) (i), (ii). Any program income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the COUNTY as required by 24 CFR 570.503(b)(8) as noted in Article 8 of this Agreement.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS: [24 CFR 570.503(b)(4)]

- A. Governmental Entities: OMB Circular No. A-87, OMB Circular A-128 as implemented at 24 CFR part 44), and applicable provisions of 24 CFR part 85.
- B. Non-Profit Entities: OMB Circular No. A-122, OMB Circular No. A-21, and OMB Circular A-133, as set forth in 24 CFR part 45, as applicable.

C. Audits: Audits shall be conducted annually. **TOWNSHIP** shall also comply with applicable provisions of OMB Circular A-110, as implemented at 24 CFR part 84.

D. Uniform administrative requirements and cost principles. OMB Circular A-128 (implemented at 24 CFR part 44).

5. OTHER PROGRAM REQUIREMENTS: [24 CFR 570.503(b)(5)]

TOWNSHIP agrees to comply with the provisions of 24 CFR 570 Subpart K as follows:

A. Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063, as applicable under 24 CFR 570.601

B. Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1, as applicable under 24 CFR 570.570.601(a)(1).

C. Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620), as applicable under 24 CFR 570.601(a)(2)

D. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply as applicable under 24 CFR 570.601(b).

E. In accordance with County regulations and 24 CFR 507.602, Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, sexual orientation, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

F. Labor standards.

(i) In all construction projects, **TOWNSHIP** agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276a-276a – 5) and Ypsilanti Township Ordinance #69. In accordance with 24 CFR 570.603 (a), the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) applies to the rehabilitation of residential property only if such property contains not less than 8 units.

(ii) **TOWNSHIP** agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 276 et. seq.).

(iii) **TOWNSHIP** agrees to comply with the regulations in 24 CFR 570.603(b) that apply to the use of volunteers.

(iv) **TOWNSHIP** agrees that all of its agents, employees, contractors, and subcontractors will be sufficiently and properly trained to perform activities under this Agreement.

(v) In accordance with the Drug-Free Workplace Act of 1998 and the rules found at 24 CFR Part 24, subpart F, **TOWNSHIP** agrees to provide a drug-free workplace.

(vi) **TOWNSHIP** agrees to ensure that all subcontracts awarded under this Agreement will be awarded on a fair and open competition basis and in accordance with the Office of Community Development Procurement Policy.

(vii) **TOWNSHIP** agrees to comply with the Living Wage Ordinance enacted by the COUNTY requiring covered vendors who execute a service or professional contract with the COUNTY to pay their employees under that contract, a minimum of either \$11.05 per hour with benefits or \$12.96 per hour without benefits. **TOWNSHIP** understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1, 2012 and annually thereafter which amount shall be automatically incorporated into this Agreement. COUNTY agrees to give **TOWNSHIP** thirty (30) days written notice of such change. **TOWNSHIP** agrees to post a notice containing the COUNTY'S Living Wage requirements at a location at its place of business accessed by its employees.

(viii) **TOWNSHIP** agrees to Equal Opportunity Employment.

- (1) Except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business, **TOWNSHIP** 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.
- (2) **TOWNSHIP** will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of an applicant and the treatment of employees. Affirmative action includes, but is not limited to, employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
- (3) **TOWNSHIP** agrees to post notices containing the 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 **TOWNSHIP**, 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 and political belief.

- G. National Flood Insurance Program. Pursuant to 24 CFR 570.605, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under 24 CFR 570.
- H. Displacement, relocation, acquisition, and replacement of housing. If property is occupied at the time of this Agreement, **TOWNSHIP** will comply with the requirements of 24 CFR 570.606.
- I. Employment and contracting opportunities. Pursuant to 24 CFR 570.607, **TOWNSHIP** shall comply with:
- (i) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p.339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) and the implementing regulations at 41 CFR chapter 60; and
 - (ii) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.
- J. Lead-based paint. Pursuant to 24 CFR 570.608, **TOWNSHIP** agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.
- K. Debarred Contractors. By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
 2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and ;

Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

- L. Conflict of interest. Pursuant to 24 CFR 570.611:
- (i) In the procurement of supplies, equipment, construction, and services the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
 - (ii) In all other cases, the following provisions apply:

- (a) **TOWNSHIP** warrants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner with the performance of its services under this Agreement. **TOWNSHIP** further warrants that it will not employ persons having such an interest.
 - (b) These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the COUNTY or of **TOWNSHIP**.
 - (c) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of 24 CFR 570.611(d).
 - (iii) **TOWNSHIP** agrees that no funds received and no personnel employed pursuant to this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code, which is commonly referred to as "The Hatch Act".
- M. Eligibility restrictions for certain resident aliens. In accordance with 24 CFR 570.613, certain individuals are ineligible to receive funds under this program.
- (i) Restriction. Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the Community Development Block Grant Program. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in this program. "Benefits" do not include relocation services and payments to which displacees are entitled by law.
 - (ii) Covered activities. "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:
 - (1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
 - (2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.
 - (iii) Limitation on coverage. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.
 - (iv) Compliance. Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.
- N. Architectural Barriers Act and the Americans with Disabilities Act. Pursuant to 24 CFR 570.614, **TOWNSHIP** agrees to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6), and The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).
- O. Environmental Standards. Pursuant to 24 CFR Part 58, **TOWNSHIP** agrees to comply with the National Environmental Policy Act of 1969, the Clean Air Act, and the National Historic Preservation Act of 1966, regarding environmental review, decision making, and actions and responsibilities related to the execution of all federally-funded projects.

6. SUSPENSION AND TERMINATION: [24 CFR 570.503(b)(7)]

In accordance with 24 CFR 85.43, suspension or termination may occur if **TOWNSHIP** materially fails to comply with any term of this Agreement. This agreement may also be terminated in accordance with the provisions of 24 CFR 85.44.

7. REVERSION OF ASSETS. [24 CFR 570.503(b)(8)]

As indicated in Article 3 of this Agreement, **TOWNSHIP** shall transfer to COUNTY any CDBG funds on hand at the time of expiration of this Agreement and any accounts receivable attributable to the use of CDBG funds. Any real property under **TOWNSHIP's** control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or

8. REQUESTS FOR DISBURSEMENT OF FUNDS:

- A. The County shall pay **TOWNSHIP** an amount not to exceed **One Hundred Sixty Eight Thousand, One Hundred Seventy Nine dollars (\$168,179.00)**, in **FY 2011/12 CDBG FUNDING** to accomplish the work detailed in this Agreement. **TOWNSHIP** will comply with established **COUNTY** disbursement schedules and procedures. CDBG funds will be disbursed to the **TOWNSHIP** upon submission of invoices for work completed and inspected. **TOWNSHIP** will provide the Office of Community and Economic Development with proof of interim & final inspections, final project budget (including engineering/project management costs), original Davis-Bacon paperwork, sworn statements from contractors (CDBG work separated out from other Road Commission work), and waivers of lien w/ final request for reimbursement of CDBG-eligible costs. All checks, invoices, contracts, vouchers, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- B. **TOWNSHIP** agrees that all CDBG funds will be disbursed within 30 business days of receipt. In no event will a disbursement or further disbursements be made after a notice by the **COUNTY** of a violation of this Agreement, which violation has not been corrected to the satisfaction of the **COUNTY**.
- C. **TOWNSHIP** agrees that payments for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished. All cost overruns shall be the responsibility of **TOWNSHIP**.

10. ENFORCEMENT OF AGREEMENT: [24 CFR 92.504(c)(3)(vii)]

In the event **TOWNSHIP** breaches this Agreement or any of the loan documents to be executed, the **COUNTY** shall have full remedies consistent with the purpose of this Agreement and as set forth in the loan documents. Remedies include, but are not limited to: **COUNTY** providing direction to **TOWNSHIP** in project management; deed restrictions, property liens, appointing a receiver to manage the project according to terms of this Agreement; taking possession of the project and managing it; purchasing the property, and all remedies set forth in the parties loan documents and assignment of rent document, if applicable. It is the intent of the parties that these remedies be exercised in a manner appropriate in light of the breach and that this project shall continue to provide housing for the target population of low-income individuals. In the event of any breach, each lender shall be responsible for enforcement of its own loan/grant documents.

The **COUNTY** may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that **TOWNSHIP** has failed to comply with the terms and conditions of this Agreement or in the event that funds are no longer available to the **COUNTY**. The **COUNTY** shall promptly notify **TOWNSHIP** in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recapture of funds by the **COUNTY** shall be in accordance with the legal rights and liabilities of the parties.

It is the parties' intent that the obligations created by this Agreement be enforceable by all parties to this Agreement. This Agreement is binding upon the parties to this Agreement and upon their successors, heirs and assigns, except as prohibited by this Agreement. Each of the promises and restrictions shall run with the land from the date of this Agreement. Neither the **COUNTY** nor **TOWNSHIP** will assign or transfer interest without the written consent of the other.

11. DURATION OF AGREEMENT:

This project starts on October 3, 2011 and ends on September 30th, 2013.

12. PRACTICE AND ETHICS:

Each parties shall conform to the code of ethics of its respective national professional associations.

13. EQUAL ACCESS:

TOWNSHIP agrees to adhere to the terms of this Agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

14. CONTINGENT FEES:

TOWNSHIP promises that it has not employed or retained any company or person, other than bona fide employees working solely for **TOWNSHIP**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for **TOWNSHIP**, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this promise, the **COUNTY** may cancel this Agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due to **TOWNSHIP**.

15. PAYROLL TAXES:

TOWNSHIP is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the **COUNTY** against such liability.

16 SECURITY:

TOWNSHIP agrees to execute all appropriate documents to secure and to provide for the repayment of funds advanced by the **COUNTY** and other lenders as well as to enforce the provisions of this Agreement. **TOWNSHIP** shall not incur additional debt secured by this property without written approval of the **COUNTY** and any other lenders. **TOWNSHIP** may refinance at any time, so long as the amount financed shall not exceed the amount currently financed and so long as **TOWNSHIP** is in compliance with the terms of this Agreement.

17. INSURANCE REQUIREMENTS:

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

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: INSERT DEPARTMENT & CR# _____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

18. INDEMNIFICATION:

TOWNSHIP will protect, defend and indemnify the **COUNTY**, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including **TOWNSHIP**'s own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the **COUNTY** in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this Agreement resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or employee, agent or representative of **TOWNSHIP**.

19. CONTRACT AMENDMENT:

Changes mutually agreed upon by the **COUNTY** and **TOWNSHIP** will be incorporated into this Agreement by written amendments signed by both parties.

20. LOBBYING:

By signing this contract, Contractor assures the County that it will comply with Section 1352, Title 31 of the U.S. Code (pertaining to not using federal monies to influence federal contracting and financial transactions). The Contractor assures the County that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities," in accordance with its instructions;
3. This language shall be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

21. CHOICE OF LAW AND SEVERABILITY:

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this Agreement is in Washtenaw County, Michigan. If any provision or provisions set forth in this document is in conflict with any Michigan law or is otherwise unenforceable, that provision is void to the extent of the conflict and is severable from and does not invalidate any other provision of this Agreement.

22. HEADINGS:

The headings in this Agreement are for convenience of reference only and shall not affect the meaning of this Agreement.

23. SIGNATURE AUTHORITY:

The individuals signing this Agreement have the requisite authority to do so and bind **TOWNSHIP** to the terms and conditions herein.

24. ENTIRE CONTRACT:

This Agreement represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ATTESTED TO:

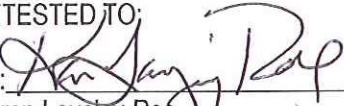
WASHTENAW URBAN COUNTY:


By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna J. McDaniel (DATE)
County Administrator

ATTESTED TO:

YPSILANTI CHARTER TOWNSHIP:

By:  (DATE)
Karen Lovejoy-Roe
Township Clerk
10/25/11

By:  10/25/11
Brenda Stumbo (DATE)
Township Supervisor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

By: _____
Mary Jo Callan, Director (DATE)
Office of Community and Economic Development

ATTACHMENT A- SCOPE OF SERVICES & TIMELINE**NARRATIVE DESCRIPTION OF SCOPE OF WORK:**

WASHTENAW COUNTY will contract with YPSILANTI TOWNSHIP to complete the Firwood Hills Mill and Overlay project, as described in Article-I Use of Funds. These projects will be paid for with FY 2011/12 CDBG funding in the amount of \$168,179.00, in addition to TOWNSHIP in-kind contributions for coordination with the Road Commission, according to the budget in Attachment B. The TOWNSHIP shall coordinate with the Office of Community and Economic Development to assure that the requirements for public improvement project are met, according to the following timeline:

PROJECT TIMELINE	Deadline
TOWNSHIP will coordinate with WCRC & OCED to release the project for bid with annual Road Commission work in Township.	October 3, 2011
TOWNSHIP will assure that the bid is sent to the list of minority and women-owned businesses, as provided by the Office of Community Development.	October 3, 2011
TOWNSHIP will provide OCED with a copy of insurance certificate, annual audit, and budget summary for TOWNSHIP.	October 3, 2011
TOWNSHIP/WCRC will provide OCED with copy of bid documents, bid tabulation, bonding, contractor information form, contract, and insurance certificate for contractor selected.	October 3, 2011
TOWNSHIP will coordinate with the OCED & WCRC to schedule pre-construction conference for Firwood Hills Overlay project.	October 15, 2011
TOWNSHIP/WCRC contractor begins construction work on Firwood Road Mill/Overlay Project.	October 30, 2011
TOWNSHIP/WCRC contractor achieves substantial completion of construction work on Firwood Road Mill/Overlay Project.	September 1, 2012
TOWNSHIP/WCRC complete final inspection of construction work.	September 15, 2012
TOWNSHIP will provide the OCED with proof of interim & final inspections, final project budget (including engineering/project management costs), original Davis-Bacon paperwork, sworn statements from contractors, waivers of lien w/ final request for reimbursement of CDBG-eligible costs.	July 31, 2012
TOWNSHIP will coordinate with the OCED to complete an annual CDBG monitoring visit.	May 15, 2012
Project Completion Date: 9/30/13	

ATTACHMENT B- PROJECT BUDGET**SUMMARY OF TERMS:**

The COUNTY agrees to pay to or on behalf of the TOWNSHIP the sum of \$168,179.00 of COUNTY FY 11/12 CDBG Funds according to the according to the budget below.

PROJECT BUDGET:

PROGRAM BUDGET		NAME:	2011/12 YPSILANTI TWP FIRWOOD HILLS PROJECT	
REVENUE SOURCE(S):	THIS REQUEST	WCRC	YPSILANTI TOWNSHIP	TOTAL
Grant Amounts	\$168,179.00		TBD ¹	\$168,179.00
Other Support (In-Kind)				
Status of Funds	Secured		TBD	Secured
Total Revenues	\$168,179.00		TBD	\$168,179.00
PROGRAM EXPENSES	THIS REQUEST	WCRC	YPSILANTI TOWNSHIP	TOTAL
Personnel, Taxes & Fringe Benefits				
Consultant & Contractual Fees	\$168,179.00		TBD	\$168,179.00
Space & Related Costs				
Printing / Supplies				
Specific Assistance - scholarships				
Audit				
Program Evaluation				
Marketing				
Other – postage, communications				
Other – travel, insurance				
Other – staff development				
Other – fundraising expense				
Total Expenditures	\$168,179.00		TBD	\$168,179.00

¹ All cost overruns on the Firwood project are the responsibility of Ypsilanti Charter Township.

YPSILANTI TOWNSHIP

EMERICK STREET

ROAD IMPROVEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November, 2011 by and between the Charter Township of Ypsilanti ("Township") and the Washtenaw County Board of County Road Commissioners ("Road Commission").

WHEREAS, due to the deteriorated condition of the existing pavement on the eastern portion of Emerick Street from Maus to Tyler Road, and the full width of Emerick Street in the areas north and south of the school, the Township and the Road Commission have concluded that Emerick Street should be milled and resurfaced ("Project"); and

WHEREAS, the Road Commission has entered into an agreement with the Township, therein detailing the allocation local agency funds based on the estimated costs associated with the construction and construction inspection necessary to complete the Project;

WHEREAS, proper authority is provided to the parties of this Agreement under the provisions of Act 51 of Public Acts of 1951 as amended,

THEREFORE, BE IT AGREED that the Road Commission will administer this project. This project is contingent on approval from the City of Ypsilanti, since the road is certified to the City of Ypsilanti, and is contingent on the Road Commission's Contractor completing their entire remaining work prior to starting this project. The total estimated local funding share associated with the construction, administration, and inspection is \$30,000.00. The total amount of this agreement will be paid by Ypsilanti Township.

EMERICK STREET

AGREEMENT SUMMARY

Estimated Construction and Inspection Costs:

Estimated Construction Administration,
and Inspection

\$30,000.00

Total Estimated Local Funding Share (Township)

\$30,000.00

EMERICK STREET

FOR CHARTER TOWNSHIP OF YPSILANTI:

Brenda L. Stumbo
Brenda L. Stumbo, Supervisor

Angela Robinson Witness

Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk

Maria Botto Witness

Larry J. Doe, Treasurer

Witness

FOR WASHTENAW COUNTY BOARD OF COUNTY ROAD COMMISSIONERS:

Douglas E. Fuller, Chair

Witness

Steven M. Puuri, Managing Director

Witness

RESOLUTION 2011-33

Resolution Requesting the Washtenaw County Board of Commissioners (WCBOC) to Honor Its Contractual Agreement with the Humane Society of Huron Valley (HSHV)

Whereas, Washtenaw County is mandated by state statute to provide and operate a county run “**Animal Control Facility**” and to provide services to animals including an estimated 185,000 dogs and cats that live in Washtenaw County; and

Whereas, the services mandated by state statute to Washtenaw County require, *inter alia*, that the County provide services to animals that are:

1. Stray and abandoned,
2. Victims of cruelty whose owners are being prosecuted,
3. Bite/rabies quarantines,
4. Dogs in the process of being deemed dangerous by the courts,
5. Animals otherwise brought to the **Animal Control Facility** for various legal reasons; and

Whereas, the services mandated by state statute that requires Washtenaw County to provide the aforementioned services have instead been provided by the Humane Society of Huron Valley (HSHV), a nationally recognized non-profit corporation that also focuses on the following:

1. Insuring proper, nurturing care for the animals in the shelter,
2. Placing all adoptable animals in loving homes,
3. Reducing pet over-population,
4. Caring for the physical well-being of animals in Washtenaw County,
5. Providing education and outreach to the residents of Washtenaw County,
6. Stopping animal cruelty; and

Whereas, the **Michigan Pet Fund Alliance**, a not for profit charitable 501C organization, in 2009 and 2010, respectively, awarded HSHV the “**Outstanding Shelter Award for the Best Large Open Admission Shelter**”. Likewise, at the Pet Fund Alliance’s “**No Kill Conference**” held in March 2011, welfare workers and animal advocates from all over the state of Michigan toured HSHV and “...**marveled at their array of programs, progressive practices and ever increasing save rate.**” (emphasis supplied) In addition, HSHV also received an award from Crain’s Magazine “...**for having one of the best managed non-profits in Michigan;**” and

Whereas, if Washtenaw County provided all of the services mandated by state statute to operate a county run “**Animal Control Facility**” the costs to the County is estimated to be **\$900,000** as compared to the **\$500,000** that is currently being contractually reimbursed by the County to HSHV to perform these mandated services; and

Whereas, in 2007 HSHV advised Washtenaw County of its plans to build a new animal shelter; however, it also advised the County that its then current contract to provide Washtenaw County’s state mandated services in the annual amount of **\$200,000** was unsustainable and thus offered the County the option to either pay a contractual amount closer to

HSHV's actual costs or, in the alternative, to make plans to build and run a county owned ***Animal Control Facility***; and

Whereas, in response to HSHV's proposal, former Washtenaw County Administrator Robert E. Guenzel signed a letter dated ***May 1, 2008*** addressed to Dr. Mary Sue Coleman, President of the University of Michigan, expressing the County's "***...unqualified support for the Humane Society of Huron Valley's plan to build a new facility on the property acquired from the University of Michigan (currently part of the Matthaei Botanical Gardens site)***." A copy of said letter being attached hereto and incorporated by reference, labeled Exhibit A; and

Whereas, former County Administrator Guenzel also confirmed that the Washtenaw County Board of Commissioners (WCBOC) had committed to "***...increasing the operational support to the Humane Society by \$100,000 each year through 2010 via a ten-year contract. This increase brings the total level of operational support to \$300,000 in 2008, \$400,000 in 2009 and \$500,000 in 2010. Thereafter, through 2018, the County will honor the \$500,000 commitment with an additional cost of living increase every year.***" (emphasis supplied); and

Whereas, in further evidence of the WCBOC's contractual commitment to HSHV, former County Administrator Guenzel stated the following:

As both a practical and philosophical matter, the County depends on the Humane Society's professional experience and passion for animal welfare to carry out the County's statutory obligation for animal control. In fact, the Humane Society has consistently risen above and beyond this basic legal mandate. I believe the County demands no less. and

Whereas, in spite of the WCBOC's financial commitment to HSHV (who relied upon this commitment in constructing its current facility), the WCBOC is proposing to cut its service contract with the HSHV from ***\$500,000 to \$250,000*** in contravention of both the letter, spirit and partnership that has existed for years between the County and HSHV.

Now Therefore, Be it resolved, that the Charter Township Board of Trustees goes on record in requesting the WCBOC to honor its contractual agreement with the Humane Society of Huron Valley (HSHV) as set forth in the ***May 1, 2008*** letter from former County Administrator Robert E. Guenzel and in accordance with the County Board's previous resolutions.

Be it further resolved, that a copy of this resolution be forwarded to each member of the WCBOC seeking their support of Ypsilanti Township Resolution 2011-33.

Be it further resolved, that a copy of this resolution be forwarded to the Clerk's for each Township located in Washtenaw County requesting their support of Ypsilanti Township Resolution 2011-33.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2011-33 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on November 1, 2011.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti