

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE FEBRUARY 25, 2013 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, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Jean Hall Currie, Stan Eldridge, Mike Martin and Scott Martin

**Members Absent:** None

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC HEARING**

- A. 7:00 P.M. – REQUEST OF SENSITILE SYSTEMS, LLC, LOCATED AT 1735 HOLMES ROAD IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATED – RESOLUTION NO. 2013-1** (Public Hearing set at the January 28, 2013 Regular Meeting)

The public hearing opened at 7:02 p.m.

There were no comments from the public.

Supervisor Stumbo commented that the biggest issue was with the new State law proposed by Governor Snyder to eliminate personal property tax. She said if Sensitile received 12-year tax abatement and personal property tax was eliminated, they would have to continue to pay the tax abatement. Supervisor Stumbo stressed that the owners needed to find out what was best for their business if this law was enacted. She said Attorney Winters spoke with Mrs. Lath and recommended a shorter time period.

Abhinand Lath, President, Sensitile Systems provided a brief overview of his local manufacturing business which produced architectural surfaces. He explained the reason for the IFT request was that his business continued to grow, creating the need for additional machinery. Mr. Lath stated the request was still for twelve (12) years.

Trustee Martin stated the State might eliminate personal property tax in 2016 and there was a concern that Sensitile Systems would still be obligated for the full twelve (12) years, instead of not paying any personal property tax after 2016.

Vanika Lath, Co-owner, Sensitile Systems stated although their accountant normally would not provide advice on personal property abatements but, with all the upcoming changes, they did advise to go ahead with the twelve (12) year abatement request. She stated they had not heard from SPARK.

Attorney Winters explained that his concern was in most instances, personal property depreciated in less than twelve (12) years.

MS. Lath said the accountant told her the personal property would continue to depreciate until it was disposed or sold. She stated that they were taking their chances with all the changes to come.

The public hearing closed at 7:10 p.m.

Clerk Lovejoy Roe read the resolution into the record.

**CHARTER TOWNSHIP OF YPSILANTI  
FEBRUARY 25, 2013 REGULAR MEETING MINUTES  
PAGE 2**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve Resolution No. 2013-1 (see attached).**

Supervisor Stumbo stated during the work session, she had informed the Board that the three full-time officials had toured the facility and saw how much it had grown. She further stated that Sensitile was working with YCUA regarding additional expansion. Supervisor Stumbo said she understood the business was contract based and explained one of the questions was about the number of employees. Supervisor Stumbo asked if they expected to increase the number of employees or maintain the current number.

Mr. Lath stated because the business was contract based and it was difficult to predict hiring status but three additional employees had been hired since their visit. He stressed the goal was to add employees.

Trustee Mike Martin reiterated his concern regarding the twelve (12) year abatement request because it was obvious the personal property tax would be eliminated in 2016. He stated that would obligate Sensitile to continue to pay the taxes or ask the Board for relief. Trustee Martin felt the owner had received misguided direction.

Mrs. Lath asked if they would be allowed to take these concerns back to their accountant for further discussion.

Supervisor Stumbo stated the item could be tabled to allow them two additional weeks to make a decision of how they would like to proceed.

**A motion was made by Treasurer Doe, supported by Trustee Hall Currie to table the agenda item until the March 11, 2013 Regular Meeting. The motion carried as follows:**

<b>Eldridge:</b>	<b>Yes</b>	<b>S. Martin:</b>	<b>Yes</b>	<b>Hall Currie:</b>	<b>Yes</b>	<b>Stumbo:</b>	<b>Yes</b>
<b>Lovejoy Roe:</b>	<b>Yes</b>	<b>Doe:</b>	<b>Yes</b>	<b>M. Martin:</b>	<b>Yes</b>		

**CONSENT AGENDA**

- A. MINUTES OF THE FEBRUARY 11, 2013 REGULAR MEETING**
- B. STATEMENTS AND CHECKS**
- C. JANUARY 2013 TREASURER REPORT**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve the Consent Agenda. The motion carried unanimously.**

**SUPERVISOR REPORT**

Supervisor Stumbo stated the Township had received a grant from the State of Michigan, in the amount of \$653,840 for demolishing Liberty Square. She said it was a preliminary award from the Land Trust created by Governor Snyder. Supervisor Stumbo expressed the Board's appreciation to Mike Radzik, OCS Director for writing the grant and to the OCS department for the extra effort in preparing the necessary items included with the application.

Supervisor Stumbo reported that Lucas Coney Island business owners agreed to close the establishment from 12:00 a.m. to 6:00 a.m. daily. She said the Board looked forward to their continued cooperation.

**CLERK REPORT**

Clerk Lovejoy Roe stated her report was included in the board packet.

**TREASURER'S REPORT**

Treasurer Doe reported Meals on Wheels would be having their "Spring Fling", which was their major fund-raiser, March 21, 2013 at the Marriot, starting at 5:00 p.m. He said Clerk Lovejoy Roe and Trustee Mike Martin would be part of the wait staff and he and Supervisor Stumbo would be hosting for the event. He encouraged people to come out and enjoy dinner and help a worthy cause at the same time.

**TRUSTEE REPORT**

Trustee Mike Martin voiced his appreciation to Mike Radzik, OCS Director and the staff for the work they had done to acquire the grant to demolish Liberty Square. He stated Ypsilanti Township received more money than many counties received collectively.

Trustee Eldridge voiced his concern that Lucas Coney Island had refused to sign an agreement legally holding the owner to the hours of closure. He asked if the Township was prepared to take action if they did not continue to abide by that closure.

**ATTORNEY REPORT**

**A. GENERAL LEGAL UPDATE**

Attorney Winters provided a general update on the agreement of Lucas Coney Island business owners to close between Midnight and 6:00 a.m., the blight issue at the S. Congress (junkyard) property and renovation of 1034 Maplewood, which was previously cited as a public nuisance.

**NEW BUSINESS**

**1. BUDGET AMENDMENT #3**

Clerk Lovejoy Roe read the Budget Amendment into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #3 (see attached). The motion carried unanimously.**

**2. RENAME FORD HERITAGE PARK PLAYGROUND ADVENTURES STRUCTURE TO JAN HALE PLAYGROUND ADVENTURES**

**A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve the renaming of Ford Heritage Park Playground Adventures Structure to Jan Hale Playground Adventures. The motion carried unanimously.**

Keith Jason, Vice-Chair, Park Commission said he completely supported the renaming of the park. He felt it was a great move to dedicate the playground structure to someone that had given back so much to her community.

Supervisor Stumbo explained it was Jan Hale's vision to have a barrier-free playground structure for children of all abilities. She said Jan had helped the Board to see many things from her perspective and she was deserving of this naming of the park structure.

**The motion carried unanimously.**

**3. RESOLUTION NO. 2013-4, RESOLUTION TO PROTEST ENACTMENT OF REGIONAL TRANSIT AUTHORITY ACT (ENROLLED BILL SB 99) AND TO REQUEST WASHTENAW COUNTY'S REMOVAL FROM THE RTA**

Clerk Lovejoy Roe read the resolution into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve Resolution No. 2013-4, a Resolution to protest enactment of Regional Transit Authority Act (enrolled bill SB 99) and to request Washtenaw County's removal from the RTA (see attached). The motion carried unanimously.**

**4. SERVICE AGREEMENT WITH THE ANN ARBOR TRANSPORTATION AUTHORITY (AATA) FOR THE PERIOD OF OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013 IN THE AMOUNT OF \$306,328.00, BUDGETED IN LINE ITEM #101.956.000.818.014**

Clerk Lovejoy Roe read the resolution into the record.

**A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve the Service Agreement with the Ann Arbor Transportation Authority (AATA) for the period of October 1, 2012 through September 30, 2013 in the amount of \$306,328.00 and to authorize signing of the agreement (see attached). The motion carried unanimously.**

**5. REQUEST OF MIKE RADZIK, OCS DIRECTOR TO APPROVE CONTRACT WITH THE HUMANE SOCIETY OF HURON VALLEY FOR TRAP-NEUTER-RETURN PILOT PROGRAM FOR COMMUNITY (FERAL) CATS IN AN AMOUNT OF \$10,000, BUDGETED IN LINE ITEM #101.956.000.969.008**

**A motion was made by Trustee Hall Currie, supported by Trustee Mike Martin to approve the Humane Society of Huron Valley for the Trap-Neuter-Return Pilot Program for Community (Feral) Cats in an amount of \$10,000 and to authorize signing of the agreement. The motion carried unanimously.**

**6. REQUEST OF CHIEF COPELAND TO APPROVE AUTOMATIC MUTUAL AID AGREEMENT WITH SUPERIOR TOWNSHIP**

**A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve the Automatic Mutual Aid Agreement with Superior Township and to authorize signing of the agreement (see attached).**

Chief Copeland provided a brief background on the closure of Ford Blvd. that would create increased response times to the Northeastern sections of the Township. Chief Roberts from Superior Township had agreed to automatically send units to those areas in order to reduce response times until the bridge project was done.

Chief Roberts, Superior Township Fire Chief explained that a bridge near Ridge Road would be under construction at the same time and would create their need of help from Ypsilanti Township for the next 3 to 5 months.

Discussion followed on the idea of this being a test to see if it could become a permanent arrangement.

**The motion carried unanimously.**

- 7. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO APPROVE PROFESSIONAL SERVICES CONTRACT WITH SPICER GROUP FOR ENGINEERING RELATED TO LWCF GRANT FOR FORD LAKE TENNIS COURT IMPROVEMENTS, NOT TO EXCEED \$25,000, BUDGETED IN LINE ITEM #212.970.000.997.001**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the Professional Services Contract with the Spicer Group for engineering related to LWCF Grant for Ford Lake Tennis Court Improvements, not to exceed \$25,000 and to authorize signing of the agreement (see attached). The motion carried unanimously.**

#### **AUTHORIZATIONS AND BIDS**

- 1. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO SEEK QUOTES THROUGH THE STATE OF MICHIGAN PURCHASING PLAN FOR THE PURCHASE OF TWO (2) MOWERS AND ONE (1) TRAILER, NOT TO EXCEED \$30,000, BUDGETED IN LINE ITEM #101.774.000.997.000**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve seeking quotes through the State of Michigan Purchasing Plan for the purchase of two (2) mowers and one (1) trailer, not to exceed \$30,000, budgeted in line item #101.774.000.997.000. The motion carried unanimously.**

#### **ADJOURNMENT**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Doe to adjourn the meeting. The motion carried unanimously.**

The meeting adjourned at approximately 7:50 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

# CHARTER TOWNSHIP OF YPSILANTI

## 2013 BUDGET AMENDMENT #3

February 25, 2013

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

Total Increase \$225,000.00

Increase the budget for capital outlay for repair of the tennis courts in line item 212-970-000-997.001 to \$225,000. Township has been given a grant by Land Water Conservation Fund of the State of Michigan in the amount of \$100,000 to be budgeted in 212-000-000-540.000. The Township must match 50% plus the \$25,000 professional service or \$125,000 that will be funded by an Appropriation of Prior Year Fund Balance. The Engineering service of \$25,000 is needed from the Townships \$125,000 portion to begin the project. Bidding on the tennis court repair will be brought back before the Board for approval.

Revenues:	Prior Year Fund Balance	212.000.000.699.000	\$125,000.00
	Grant	212-000-000-540.000	<u>\$100,000.00</u>
		Net Revenues	<u><u>\$125,000.00</u></u>
Expenditures:	Capital Outlay - Recreation	212-970-000-997-001	<u>\$225,000.00</u>
		Net Expenditures	<u><u>\$225,000.00</u></u>

Board Meeting 3/26/2012

**RESOLUTION NO. 2012-10 – AUTHORIZING MDNR LWCF GRANT  
MATCHING FUNDS**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve Resolution No. 2012-10, Authorizing MDNR LWCF Grant Matching Funds. The motion carried unanimously.

Motion to Amend the 2013 Budget (#3):

Move to increase the Bike, Sidewalk, Rec Road, GF Fund budget by \$225,000 to \$3,295,964 and approve the department line item changes as outlined.

# CHARTER TOWNSHIP OF YPSILANTI RESOLUTION NO. 2013-4

## Resolution to Protest Enactment of the Regional Transit Authority Act (Enrolled Bill SB 99) and to request Washtenaw County's Removal from the RTA

**Whereas**, the Michigan State Legislature passed with immediate effect SB 909 to create a four (4) county Regional Transit Authority (RTA) with specific rights and responsibilities including mandatory compliance requirements for local transit operators in the RTA region which includes the Ann Arbor Transportation Authority (AATA); and

**Whereas**, the Charter Township of Ypsilanti has a cooperative and collaborative relationship with AATA to provide transit services to the residents of Ypsilanti Township and a long history of Purchase of Service Agreements (POSA) with Ann Arbor Transportation Authority, AATA, to provide transportation for Ypsilanti Township residents; and

**Whereas**, the Ann Arbor Transportation Authority, AATA, is a well-managed, fiscally sound and nationally recognized transportation authority with an excellent track record of securing Federal Transit Administration (FTA) assistance, exemplary performance and strong working relationship with federal officials; and

**Whereas**, the City of Ann Arbor, City of Ypsilanti and the Charter Townships of Pittsfield and Ypsilanti are exploring urban core regionalization and expansion of transportation services in the Washtenaw County urban core areas; and

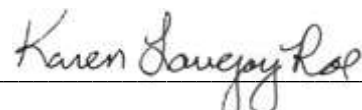
**Whereas**, the Regional Transit Authority Act (RTA) in its current configuration that includes Washtenaw County will drastically reduce if not eliminate the ability of AATA and the City of Ann Arbor, City of Ypsilanti, Charter Township of Pittsfield and Charter Township of Ypsilanti to expand and improve the Washtenaw County regional transportation services through collaboration within the core urban areas of Washtenaw County.

**Therefore Be It Resolved**, that the Charter Township of Ypsilanti opposes the Regional Transit Authority Act that includes Washtenaw County.

**Be it Further Resolved**, the Charter Township of Ypsilanti requests the Michigan Legislature and Governor amend the Regional Transit Authority Act to remove Washtenaw County as a defined Qualified region in the Regional Transit Authority Act.

**Be it Finally Resolved**, the Charter Township of Ypsilanti Clerk is hereby directed to notify the Governor, the Michigan State Legislature, and the Washtenaw County Board of Commissioners of this resolution.

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. 2013-4 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on February 25, 2013.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti



## PURCHASE OF SERVICE AGREEMENT

THE ANN ARBOR TRANSPORTATION AUTHORITY (hereinafter referred to as "Authority"), 2700 South Industrial Highway, Ann Arbor, Michigan 48104, and the Ypsilanti Township, (hereinafter referred to as "Purchaser"), 7200 Huron River Drive, Ypsilanti, Michigan 48197, in consideration of the mutual promises contained herein, do hereby agree as follows:

1. TERM

The term of this Agreement is October 1, 2012 through September 30, 2013.

2. SERVICE PROVIDED

The Authority will provide public transit service according to the map(s) and schedule(s) for routes 4, 5, 6, 10, 11, 20, and other service descriptions contained in the Ride Guide included as Exhibit #1, and made part hereof. Said route(s) and schedule(s) may be modified by the AATA, at its discretion, for reasons including but not limited to those set forth in Section 4 below, subject to the procedures set forth in the Policy for Public Input on Service and Fare Changes attached hereto as Exhibit #3.

3. DESIGNATED REPRESENTATIVES

The Purchaser agrees to designate a representative as its agent to work in cooperation with designated representatives for the Ann Arbor Transportation Authority, overseeing the conduct of this service, modifications thereto and evaluation thereof. Nothing herein will be construed to limit the legal powers of the Authority or of the governing body of any governmental unit.

4. FINANCIAL MANAGEMENT4.1 Payments by Purchaser

Purchaser agrees that its total obligation will be \$306,328, unless otherwise agreed by the parties. The calculation of revenues is included as Exhibit #2.

Purchaser agrees to pay this amount in four equal payments. The Authority will submit invoices to the Purchaser quarterly, on or about the first of November, February, May, and August. The Authority will refund to the Purchaser any overpayment resulting from a reduction in service.

4.2 Financial Assumptions, Power of Authority to Modify Services

It is expressly understood by the parties that the charges to the Purchaser are based on the Authority's Annual Operating Budget including the projected level of expenses and revenues necessary to implement the Annual Service Plan. The annual service hours and expenses and the calculation of the projected revenues to meet these fixed-route and demand-response expenses are attached as Exhibit #2. In the event that variances in costs or revenues render it impossible, in the reasonable judgment of the Authority, to provide the number of service hours at the local costs indicated in

Exhibit #2 without undue financial loss, the parties will renegotiate such hours and charges.

4.3 Mutual Cooperation Among Governmental Units

It is further understood and agreed that the other governmental units or entities have entered or are expected to enter into similar contracts with the Authority. Transit services covered by this and other contracts are interdependent such that if any purchaser breaches its contract, fails to enter into a contract, or terminates its agreement, the Authority may modify, reduce, or cancel routes or hours of service covered under this Agreement subject to the procedures contained in Exhibit #3.

4.4 Fares

It is expressly understood that determination of fare levels and all policies relating to fare collection and administration will be the responsibility of the Authority and may be modified during this agreement subject to the procedures contained in Exhibit #3.

5. EQUIPMENT

The Authority will provide all hardware and vehicles necessary for the service to be rendered hereunder, will maintain said equipment and will retain ownership of said equipment.

6. PERSONNEL

The Authority will provide the personnel necessary to fulfill its obligation hereunder, and retains complete authority in hiring, regulation and termination of said personnel.

7. INDEMNIFICATION

The Authority will indemnify Purchaser and hold Purchaser harmless from all claims, suits, actions and damages resulting from operation of vehicles conducted by the Authority under this Agreement except to the extent that such damages are caused by the Purchaser. It is not the intent of the Authority to waive any governmental immunity otherwise available to it. Purchaser, subject to any governmental immunity available to it, will indemnify and hold the Authority harmless from all claims, suits, actions, and damages caused by its officers, agents, or employees except to the extent caused by the Authority.

8. ASSIGNMENT

This Agreement will not be assigned by either party without the written consent of the other.

9. EXTENSION

It is the intent of the parties to engage in this service for a period longer than that cited in Paragraph 1, providing that the service is satisfactory to the parties. Therefore, the parties agree that this Contract shall be extended for successive periods of one year each unless a party notifies the other of

its intent not to renew no less than 90 days before the end of the prior period, the same terms and conditions provided, however, that Exhibit #2 and the terms set forth in Paragraph 4 will be renegotiated. In the event that the parties fail to reach agreement on any or all of these items, then this extension will be null and void and of no effect.

10. TERMINATION

Either party may cancel its participation in this agreement or terminate any services provided under this agreement at any time without further liability upon providing 90 days notice in writing to the other party of intent to cancel.

11. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Contract, the Ann Arbor Transportation Authority will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, age, or national origin, other than as a bonafide occupational qualification. The Ann Arbor Transportation Authority represents that it has taken and will continue to take affirmative actions to ensure that applicants are selected, and that employees are treated during their employment, without regard to their race, religion, color, sex, handicap, age or national origin.

12. MODIFICATION OF AGREEMENT

This contract may be modified in writing by mutual agreement of the parties.

13. EVIDENCE OF INSURANCE

The Ann Arbor Transportation Authority shall obtain and maintain during the term of this Agreement the following insurance:

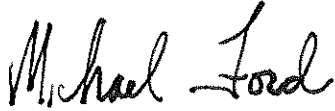
- a. Workers Compensation insurance with Michigan statutory limits and employers liability insurance with minimum limits of \$500,000 each accident.
- b. Public liability insurance with limits of no less than \$1,000,000 each occurrence and aggregate for bodily injury and property damage, as well as an umbrella policy with limits no less than \$5,000,000. The Purchaser is named as additional insured as respects general liability claims resulting from the operation of the Ann Arbor Transportation Authority. The policy of insurance must be current and must be accompanied by a statement, which indicates that the policy shall not be canceled, without at least sixty (60) days prior notification to the Purchaser, of such cancellation.
- c. Automobile liability insurance covering all owned, hired and non-owned 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 minimum limits of \$1,000,000 combined single limits bodily injury and/or property damage each accident. The policy of insurance must be current and must be accompanied by

a statement, which indicates that the policy shall not be canceled, without at least sixty (60) days prior notification to the Purchaser, of such cancellation.

Executed in duplicate this 11th day of February, 2013.

ANN ARBOR TRANSPORTATION AUTHORITY

YPSILANTI TOWNSHIP



Michael Ford  
Chief Executive Officer



**YPSILANTI TOWNSHIP**  
**Fixed Route Service**  
**COST CALCULATION**

	FY 2012	FY 2013	CHANGE
<b><u>EXPENSES</u></b>			
Service Hours	6,635	6,635	0.0%
Cost per Service Hour	\$112.43	\$118.24	5.2%
<b>Total Cost</b>	<b>\$745,973</b>	<b>\$784,522</b>	<b>5.2%</b>
<b><u>REVENUES</u></b>			
Categorical Federal / State Grants	\$103,026	\$117,637	14.2%
State Operating Assistance	\$234,310	\$240,456	2.6%
Passenger Fares	<u>\$163,107</u>	<u>\$178,422</u>	9.4%
<b>Revenue Subtotal</b>	<b>\$500,443</b>	<b>\$536,515</b>	<b>7.2%</b>
Local Share	<u>\$245,530</u>	<u>\$248,007</u>	1.0%
<b>Revenue Total</b>	<b>\$745,973</b>	<b>\$784,522</b>	<b>5.2%</b>

<b>Ypsilanti Township Payment</b>	<b>\$245,530</b>	<b>\$248,007</b>	<b>1.0%</b>
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**YPSILANTI TOWNSHIP**  
**A-Ride Service**  
**COST CALCULATION**

	2012 Budgeted	2013 Budgeted	CHANGE
<b>EXPENSES</b>			
Passenger Trips	15,466	15,696	1.5%
Cost per Trip	\$21.61	\$26.21	21.3%
<b>Total Cost</b>	<b>\$334,220</b>	<b>\$411,398</b>	<b>23.1%</b>
<b>REVENUES</b>			
Categorical Federal / State Grants	\$92,500	\$142,115	53.6%
State Operating Assistance	\$142,345	\$163,874	15.1%
Passenger Fares	<u>\$46,398</u>	<u>\$47,089</u>	1.5%
Revenue Subtotal	\$281,243	\$353,077	25.5%
Local Share	\$52,978	\$58,321	10.1%
<b>Total Revenue</b>	<b>\$334,220</b>	<b>\$411,398</b>	<b>23.1%</b>

<b>Ypsilanti Township Payment</b>	<b>\$52,978</b>	<b>\$58,321</b>	<b>10.1%</b>
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THIS AGREEMENT ("Agreement") is made as of 2/25/13, by and between the TOWNSHIP OF YPSILANTI whose principal address is Township Civic Center, 7200 S. Huron River Dr Road, Ypsilanti Township, Michigan, 48198 ("Ypsilanti Township") and the HUMANE SOCIETY OF HURON VALLEY whose principal address is 3100 Cherry Hill Road, Ann Arbor, Michigan, 48105 ("HSHV").

WHEREAS, it appears to be of mutual advantage to Ypsilanti Township and the HSHV to contract for the HSHV to perform a targeted trap neuter return (TNR) program in pilot neighborhoods within Ypsilanti Township in an effort to reduce known overpopulation and suffering of community cats.

WHEREAS, the parties desire to set forth the terms of their agreement in a written document.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

#### SECTION I Definitions

The words and phrases used in this Agreement shall have the following meanings:

- 1.01 "Trap, Neuter, Return" – means the humane live-trapping of community cats, sterilizing, vaccination against rabies virus, treating for disease and releasing back into the colony where they were found. Ears are tipped so officials know the cat has been treated.
- 1.02 "Owned Animals" means any pet with an owner(s) in control of the the care, custody and right to make disposition thereof.
- 1.03 "Owner" means that person or those persons having all rights of ownership of the subject animal including the right to transfer ownership.
- 1.04 "Community Cats" – means cats living in a wild state after domestication. A cat born and raised in the wild, or who has been abandoned or lost and turned to wild ways in order to survive, is considered a community cat or feral cat. Human contact can be tolerated by some but the majority are too fearful and wild to be handled. Community cats are not a threat to a community and afraid of human interaction in general, and are known for their "flight" response to fear stimulus. Community cats are not domestic pets and will not be accepted as an Impounded Animal at HSHV.

communities. Residents will receive information on how to participate in this program as well.

- 2.04 Unsterilized Pit Bulls - Free transportation and sterilization of any owned pit bulls in the community during the trapping timeframes will be offered. Residents will receive information of the limited time and space available to participate in this free transport program in each of the pilot communities. Pit bull breeds will be determined as identified in local ordinance no. 2010-409.
- 2.05 Location of TNR Colonies - TNR colonies in each area will receive a centralized area per pilot community, determined by Ypsilanti Township, where HSHV will set up small sheltering stations for humane care of community cats. These shelter locations will require a slow transition from current colony locations to adjacent properties where community cats will be less visible to the public and will have predetermined caretakers. This process will take approximately 7-10 days per pilot community for completion.
- 2.06 Community Cats & Adoptions – In general, community cats that are accustomed to living outdoors cannot safely or humanely become typical family pets. In some cases, offspring may be socialized under the right conditions. HSHV at its sole discretion using its own evaluation process may determine that some kittens of community cats may be eligible for socialization and adoption. When this option is possible and prudent, HSHV will decide to intake them into the shelter for that purpose as part of the TNR pilot program and reserves the right to deem community cats as unfit for socialization or intake and return them to their colonies.
- 2.07 Length of Project – The project will take approximately 6 weeks to complete, estimated start date of March 12, 2013 and estimated completion date of April 22, 2013. Dates may change, but not within 2 weeks of these estimates.
- 2.08 Community Cat Population - Estimated numbers of animals receiving services are attached to each pilot community outline document attached.
- 2.09 Colony Caretaker Management – HSHV will assist in the initial instructions to colony caretakers and will provide Ypsilanti Township with a list of these caretakers and colony information within 30 days of completion of the project.



- 3.05 Non-Exclusivity - HSHV shall be free to enter into contractual arrangements with other communities without obtaining approval from Ypsilanti Township so long as such arrangements do not impair performance of this Agreement.
- 3.06 On-going Needs in Communities – HSHV is providing this service as a one-time project and will not be directly responsible for any other services not provided for in this contract. HSHV will offer guidance and support to Ypsilanti Township in the event that nuisance issues arise out of any mismanagement of colonies and instruct on best practices for cats affected or new additions to the community. HSHV will also offer its normal programs and services for caretakers in compliance with its own program and resource management processes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

In the Presence of:

TOWNSHIP OF YPSILANTI

Nancy Wyrzykowski  
Nancy Wyrzykowski

By Renee A. Stemb  
 Its Karen Jarosz Pal  
CherK

HUMANE SOCIETY OF HURON VALLEY

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Its \_\_\_\_\_

CHARTER TOWNSHIP OF SUPERIOR

3040 N. PROSPECT RD.

SUPERIOR TWP, MI 48198

CHARTER TOWNSHIP OF YPSILANTI

7200 S. HURON RIVER DRIVE

YPSILANTI TWP, MI 48197

Subject: Automatic Mutual Aid agreement

The Superior Township Fire Chief and the Ypsilanti Township Fire Chief met several times with the intent of mutually coordinating fire services between both departments during road/bridge reconstruction projects within each jurisdiction that would impact emergency response times and access routes. The meetings focused on providing automatic mutual aid on structure fires to specific areas to improve response capabilities, response times and fire ground safety.

It was determined that (NE) Ypsilanti Township section areas: 1, 2, 3, 4 and (S) Superior Township section areas: 31, 32, 33, 34, 35, 36 will be designated as the automatic mutual aid response district. Each fire department agrees to provide two (2) engines in response (if available) when dispatched.

Since this is a new venture between Superior and Ypsilanti Townships it is felt that this collaborative effort should begin in advance of the construction period and evaluated every 90 days of use.

In witnessed whereof, the parties have caused this Agreement to be signed on the 25 day of 2013, 2013.

\_\_\_\_\_

William McFarlane, Supervisor Date  
Superior Charter Township

\_\_\_\_\_

Dave Phillips, Clerk  
Superior Charter Township

\_\_\_\_\_

James Roberts, Fire Chief Date  
Superior Charter Township

Brenda Stumbo 2/25/13

Brenda Stumbo, Supervisor Date  
Charter Township of Ypsilanti

Karen Lovejoy-Roe 2/25/13

Karen Lovejoy-Roe, Clerk Date  
Charter Township of Ypsilanti

Eric Copeland 2/25/13

Eric Copeland, Fire Chief Date  
Charter Township of Ypsilanti

December 11, 2012

Mr. Jeff Allen  
Ypsilanti Township  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

RE: Ford Lake Park Tennis Courts  
Ypsilanti Township

Jeff:

In response to your request, this document contains Spicer Group's proposal to you to furnish professional engineering services for the above-mentioned project (hereinafter called the "Project"), in order to provide Final Design and Construction Administration for the Ford Lake Park Tennis Courts project.

### **Project Background**

In March 2012 Spicer Group submitted an application for grant funding on behalf of Ypsilanti Township to the Michigan DNR Land and Water Conservation Fund and was funded in December 2012. The Project consists of performing the necessary work to provide the Final Design Bidding Assistance and Construction Administration for the replacement of 6 tennis courts at Ford Lake Park. A detailed summary of the work included in our fee is noted below. Should other services be necessary at any time during the project, we would be pleased to negotiate the additional fee for any additional services.

### **Scope of Professional Services**

#### **1. Final Design Phase:**

- Develop site plans and maps.
- Submit plan to and meet with the township to discuss.
- Review site drainage.
- Develop site detail drawings.
- Develop construction and specification notes to add to the drawings for the site work.
- Work with the owner to finalize the court plans.
- Finalize plans, sections and details.
- Create bidding documents and specifications that will include technical and product information so that bidding can be completed.

#### **2. Bidding Assistance Phase:**

- Prepare the construction bid advertisement for placement in the local newspaper and selected contractor publications.
- Make plans and specifications available to interested contractors.
- Hold a pre-bid meeting.
- Answer questions to the contractors preparing the bids.
- Prepare any necessary addenda.
- Open bids with you.

**3. Construction Administration Phase:**

- Research the qualifications and background of the low bidder if the Township or we are not familiar with them.
- Prepare the tabulation of the bids and prepare a letter of recommendation of award of the construction contract to you.
- Prepare the Contract Documents and distribute them to the Contractor.
- Review the completed Contract Documents, the insurance certificates, and bonds.
- Provide construction staking.
- Provide general oversight of the project, monitoring progress and quality, reviewing any necessary shop drawings, preparing progress payments for your approval and representing the Township on the site.
- Prepare any necessary Change Orders and Progress Payments.
- Provide material testing.
- Prepare the punch list and final cost accounting.
- Produce as built and record drawings for facility planning and maintenance.
- Close out the project.

The scope of our services has been described above. Method of payment and the understanding of our professional relationship are more fully described below. They reflect the orderly and reasonable progress of the project and unless otherwise directed by you, and we will only proceed with your concurrence and approval. Because the effort related to professional services depends primarily on the number of locations and alternatives desired, this proposal is an estimate of the effort required based on our understanding of the project, and is subject to change. We will notify you of changes that would require an increase in effort, and request your written approval before proceeding. This proposal will remain valid for 30 days.

**Additional Services**

We will furnish other additional other additional services related to this project after you authorize the work. Our fee for the additional services will be determined at the time they are agreed to and rendered.

**Fee Schedule**

Our proposed fee schedule follows. We will submit monthly invoices to you for our basic professional services, additional authorized services, and any reimbursable expenses. The invoice amount will be based on the actual hours spent by our staff on your project billed at the hourly rate of each staff member.

- 1. Final Design Phase:**  
Lump sum not to exceed \$8,000
- 2. Bidding Assistance Phase:**  
Lump sum not to exceed \$9,000

Ypsilanti Township  
Ford Lake Tennis Courts  
December 11, 2012

Page 3 of 3

**3. Construction Administration Phase:**  
Lump sum not to exceed \$12,000

We have calculated these fees based on our understanding of the scope of the project. If the scope changes or our understanding was incorrect, we can discuss the option of adjusting the fee or the scope of services. Included with this letter is a copy of the general conditions for our services that are part of this agreement. Any changes to this agreement must be agreed to by both of us in writing. If this proposal meets with your approval, please acknowledge with an authorized signature below. Please return one executed copy to us and maintain the other for your records. We deeply appreciate your confidence in Spicer Group and look forward to working with you on this project.

Sincerely,



**Phil A. Westmoreland, P.E.**  
Senior Associate

**SPICER GROUP, INC.**  
309 Main Street  
Belleville, MI 48111  
Phone: (734) 697-7305  
mailto: philaw@spicergroup.com

**Robert R. Eggers, AICP**  
Principal

**SPICER GROUP, INC.**  
230 S. Washington Ave  
Saginaw, MI 48064  
Phone: (989) 747-4717  
mailto: robe@spicergroup.com

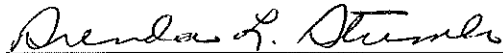
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SMC, Acctg.

Attachments:  
• General Conditions

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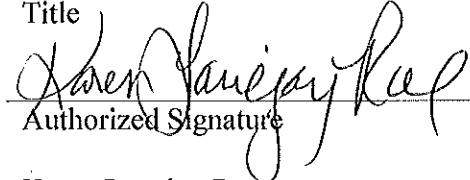
Above proposal accepted and approved by Owner.

YPSILANTI TOWNSHIP

By:   
Authorized Signature

Brenda L. Stumbo  
Printed Name

Supervisor  
Title

By:   
Authorized Signature

Karen Lovejoy Roe  
Printed Name

Clerk  
Title

Date:

2-25-13