

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE MARCH 11, 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, Mike Martin and Scott Martin

**Members Absent:** Trustee Stan Eldridge

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC COMMENTS**

Lisa Jones, Romulus Resident expressed her concern regarding the policies concerning the rental of Appleridge Park.

Attorney Winters explained to Ms. Jones that she had received a letter from the Sandra Andresen, former Park Commissioner, which stated an exemption that had been in place for the past two years had expired.

Supervisor Stumbo stated the request should be submitted to Art Serafinski, Parks and Recreation Director and he would forward it to the Park Commission. She said the Vice Chair of the Park Commission was in attendance and she could make him aware of the issue and then he would work with Mr. Serafinski to address your concerns.

Keith Jason, Vice Chair, of the Park Commission provided contact information and stated he would work to resolve the issue.

Lenore Repelea hoped the new Park Commission would keep an open mind regarding their event. She stated two of the Park Commissioners had stated publicly, they would not allow their event to take place.

Arloa Kaiser reiterated her concern about the Smart Meters. She stressed her dissatisfaction with DTE and provided a copy of House Bill 4315 to the Board.

Trustee Scott Martin said he would send a copy of the bill to Kirk Profit, our lobbyist.

**CONSENT AGENDA**

- A. MINUTES OF THE FEBRUARY 25, 2013 REGULAR MEETING**
- B. STATEMENTS AND CHECKS**

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

**NEW BUSINESS**

- 1. BUDGET AMENDMENT #4**

Clerk Lovejoy Roe read the budget amendment into the record.

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**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve Budget Amendment #4 (see attached). The motion carried unanimously.**

**2. APPOINT KEITH JASON TO YCUA BOARD TO FILL VACANCY  
CREATED BY A RESIGNATION, EFFECTIVE MARCH 12, 2013  
THROUGH DECEMBER 15, 2015**

**A motion was made by Trustee Hall Currie, supported by Clerk Lovejoy Roe to approve the appointment of Keith Jason to the YCUA Board to fill a vacancy created by a resignation, effective March 12, 2013 through December 15, 2015. The motion carried unanimously.**

Supervisor Stumbo said Greg Peoples, who had served on the YCUA Board and represented Eastern Michigan University for many years, would definitely be missed. She welcomed the new appointee, Keith Jason, who was also an employee of EMU and thanked him for accepting the position.

**3. DTE ENERGY STREET LIGHTING AGREEMENT FOR CONVERSION OF  
220 YPSILANTI TOWNSHIP MERCURY VAPOR STREET LIGHTS TO  
LED STREET LIGHTS IN THE AMOUNT OF \$84,920.00, BUDGETED IN  
LINE ITEM #101.956.000.926.000**

**A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve DTE Street Lighting Agreement for conversion of 220 Ypsilanti Township Mercury Vapor Street Lights to LED Street Lights in the amount of \$84,920.00, budgeted in line item #101.956.000.926.000 (see attached). The motion carried unanimously.**

Clerk Lovejoy Roe reported the annual savings for this plan would be over \$29,000.00.

**4. DTE ENERGY AGREEMENT FOR LED INSTALLATION OF  
UNDERGROUND LIGHTING ON FORD BLVD. IN THE AMOUNT OF  
\$126,985.60, BUDGETED IN LINE ITEM #101.956.000.926.000**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve the DTE Energy Agreement for LED installation of Underground Lighting on Ford Blvd. in the amount of \$126,985.60, budgeted in line item #101.956.000.926.000 (see attached).**

Supervisor Stumbo explained the bridge on Ford Boulevard was being completely redone and during that process, the streetlights could be installed from the corner of Russell to Forest Avenue. She said they hoped to get a grant but until then this agreement had to be signed.

**The motion carried unanimously.**

**5. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO ADOPT  
REIMAGINE WASHTENAW WORK PLAN (WASHTENAW HUD GRANT  
APPROVED AT THE AUGUST 27, 2012 REGULAR MEETING)**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the request of Joe Lawson, Planning Director to adopt the Re-Imagine Washtenaw Work Plan (see attached). The motion carried unanimously.**

**OTHER BUSINESS**

**1. MAJESTIC LAKE DEVELOPMENT**

The Board agreed at the Work Session to add this item to the agenda under Other Business.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve the request of Majestic Developers to allow them to contribute one half of the \$106,000 required for amenities as required per their site plan approval, due with issuing of the first building permit and if not utilizing the remainder, \$53,000, on the development site within three years or with the issuance of fifty building permits, whichever comes first, they will pay the Township the remaining \$53,000 at that time. The motion carried unanimously.**

**AUTHORIZATIONS AND BIDS**

- 1. REQUEST OF YPSILANTI TOWNSHIP GREENS COMMISSION TO PURCHASE MONTH-TO-MONTH FOREUP GOLF POS AND INVENTORY MANAGEMENT SOFTWARE SUBSCRIPTION, IN THE AMOUNT OF \$300 PER MONTH, BUDGETED IN LINE ITEM #101.266.000.933.001 AND PURCHASE OF TWO (2) COMPUTERS AND ONE (1) CASH DRAWER, NOT TO EXCEED \$7,500 BUDGETED IN LINE ITEM #101.266.000.977.000**

**A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve the request of Ypsilanti Township Greens Commission to purchase month-to-month foreUP Golf POS and Inventory Management Software Subscription, in the amount of \$300 per month, budgeted in line item #101.266.000.933.001 and the purchase of two (2) computers and one cash drawer, not to exceed \$7,500 budgeted in line item #101.266.000.977.00.**

Trustee Mike Martin asked if the \$300 a month was for the cost of software.

Treasurer Doe explained the \$300 was a maintenance fee and asked Mr. McDugald what some of the prices were from other companies.

Travis McDugald, IS Manager reported RecTrack was the other company that was proposed. He explained their upfront purchase price for software was \$14,000 and \$1,700 per year for maintenance. Mr. McDugald said foreUp was a hosted type solution, with no upfront cost and was monthly subscription based. He listed the price for the hardware at \$4,000.

**The motion carried unanimously.**

- 2. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO SEEK SEALED BIDS FOR 14-B COURT ROOF REPLACEMENT**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the request of Jeff Allen, RSD Director to seek sealed bids for the 14-B Court roof replacement. The motion carried unanimously.**

- 3. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO APPROVE PURCHASE OF 60" MOWER, IN THE AMOUNT OF \$11,558.82; 72" MOWER, IN THE AMOUNT OF \$11,843.52 AND A TRAILER, IN THE AMOUNT OF \$3,000 THROUGH THE STATE OF MICHIGAN PURCHASING PLAN WITH THE TOTAL AMOUNT OF \$26,402.34, BUDGETED IN LINE ITEM #101.774.000.997.000**

**CHARTER TOWNSHIP OF YPSILANTI  
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**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the request of Jeff Allen, RSD Director to purchase a 60” mower, in the amount of \$11,558.82; a 72” mower, in the amount of \$11,842.52 and a trailer, in the amount of \$3,000 through the State of Michigan Purchasing Plan with the total amount of \$26,402.34, budgeted in line item #101.774.000.997.000. The motion carried unanimously.**

- 4. REQUEST OF RON FULTON, BUILDING DIRECTOR TO AWARD THE BID TO CITADEL EXCAVATING FOR THE DEMOLITION OF 554 & 597 E. GRAND, 1248 E. CLARK, 1650 E. FOREST AND 2371 & 2375 WIARD IN THE AMOUNT OF \$51,997 WITH \$45,100 BUDGETED IN LINE ITEM #101.950.000.969.011 AND THE REMAINING AMOUNT OF \$6,897 TO BE PAID WITH BANK SETTLEMENT FUNDS FOR THE 1650 E. FOREST PROJECT CURRENTLY HELD IN ESCROW**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the request of Ron Fulton, Building Director to award the bid to Citadel Excavating for the demolition of 554 & 597 E. Grand, 1248 E. Clark, 1650 E. Forest and 2371 & 2375 Wiard in the amount of \$51,997 with \$45,100 budgeted in line item #101.950.000.969.011 and the remaining amount of \$6,897 to be paid with Bank Settlement Funds for the 1650 E. Forest project currently held in Escrow. The motion carried unanimously.**

**ADJOURNMENT**

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

The meeting adjourned at approximately 7:24 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 #4

March 11, 2013

<b>101 - GENERAL OPERATIONS FUND</b>	<b>Total Increase</b>	<b>\$238,306.94</b>
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Increase Equipment line item to purchase 2 mowers and 1 trailer. We have obtained the State of Michigan purchasing pricing for both a 60" mower for \$11,558.82 , a 72" mower for \$11,843.52, and a trailer for \$3,000. This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$26,401.34	
			\$26,401.34	
			\$26,401.34	
Expenditures:	Equipment	101-774-000-977.000	26,401.34	
			\$26,401.34	
			\$26,401.34	

Increase Street Lighting Non Assessment line item to convert lights in the amount of \$84,920 and for the installation of lights for Ford Blvd. in the amount of \$126,985.60 This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$211,905.60	
			\$211,905.60	
			\$211,905.60	
Expenditures:	Street Lighting Non Assessment	101-956-000-926.000	211,905.60	
			\$211,905.60	
			\$211,905.60	

<b>206 - Fire Department</b>	<b>Total Increase</b>	<b>\$63,225.00</b>
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Increase budget line item stated below for approved Grant to install vehicle exhaust systems to all three stations. The total bid on the project is \$63,225. The grant was received on 2/28/13 in the amount of \$51,283. The matching Township expenditure is \$11,942 . The 2012 Budget Amendment #6 was originally approved at the August 27, 2012 Board Meeting for the project, but it was not used because the project started in 2013. The project was not included in 2013 budget. The \$11,942 matching Township expenditure will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Federal Grants & Other Grants	206-000-000-529-000	\$51,283.00	
	Prior Year Fund Balance	206-000-000-699.000	\$11,942.00	
			\$63,225.00	
			\$63,225.00	
Expenditures:	General Fire/Rescue Equip	206-970-000-979.002	\$63,225.00	
			\$63,225.00	
			\$63,225.00	

<b>248 - RENTAL INSPECTION FUND</b>	<b>Total Increase</b>	<b>\$5,000.00</b>
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Increase Equipment line item to purchase field equipment for new ordinance enforcement assistant. The equipment includes a tablet notebook computer, desk docking station, mobile docking station, portable printer, automotive power converter, and vehicle mounting hardware. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	248.000.000.699.000	\$5,000.00	
			\$5,000.00	
			\$5,000.00	
Expenditures:	Equipment	248.248.000.977.000	\$5,000.00	
			\$5,000.00	
			\$5,000.00	

Motion to Amend the 2013 Budget (#4):

Move to increase the General Fund budget by \$238,307 to \$7,698,434 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$63,225 to \$4,950,782 and approve the department line item changes as outlined.

Move to increase the Rental Inspection Fund budget by \$5,000 to \$88,608 and approve the department line item changes as outlined.

## MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between The Detroit Edison Company ("Company") and Ypsilanti Township ("Customer") as of March 28, 2013.

### RECITALS

A. Customer may, from time to time, request the Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

### AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties agreement as to the terms of a specific street lighting transaction, the parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of the Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the The Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment ("as defined in the applicable Purchase Agreement") and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid.

5. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

6. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company.

7. Street Lighting Service Rate.

a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time, the terms of which are incorporated herein by reference.

b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.

8. Contract Term. This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.

9. Design Responsibility for Street Light Installation. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.

10. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially



responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

11. Force Majeure. The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

12. Subcontractors. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.

13. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

14. Notices. All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111 and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

15. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. Miscellaneous.

a. This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Agreement.

c. A waiver of any provision of this Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

g. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of the Agreement.

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Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

The Detroit Edison Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer:

Ypsilanti Township

By: Brenda L. Stumbo

Name: Brenda L. Stumbo

Title: Supervisor

By: Karen Lovejoy Roe

Name: Karen Lovejoy Roe

Title: Clerk


**Exhibit A to Master Agreement**

**Purchase Agreement**

This Purchase Agreement (this "Agreement") is dated as of March 28, 2013 between The Detroit Edison Company ("Company") and Ypsilanti Township ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 28, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	PWO# 36162493 If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: NA	
2. Location where Equipment will be installed:	See attached map. Multiple locations.	
3. Total number of lights to be installed:	220 in various locations. See attached map.	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Installing the new Autobahn stock LED'S. Replacing 108-400 watt MV-OH with 108-135 watt LED-OH. 104-175 watt MV UG with 104- 67 watt LED UG. 8- 400 watt MV-UG with 8- 135 watt LED UG.	
5. Estimated Total Annual Lamp Charges	\$49,899.72	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$84,920.00
	Credit for 3 years of lamp charges:	\$
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$84,920.00</b>
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices  	
10. Customer Address for Notices:	[Address]	7200 S. Huron River Dr.
	[Address]	Ypsilanti, MI 48197
	[Name]	Charter Twp. of Ypsilanti

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one)  YES  NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least \_\_\_ posts and \_\_\_ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at \_\_\_\_\_.  
Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one)  YES  NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

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Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

The Detroit Edison Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer:

Ypsilanti Township

By: Brenda L. Stumbo

Name: Brenda L. Stumbo

Title: Supervisor

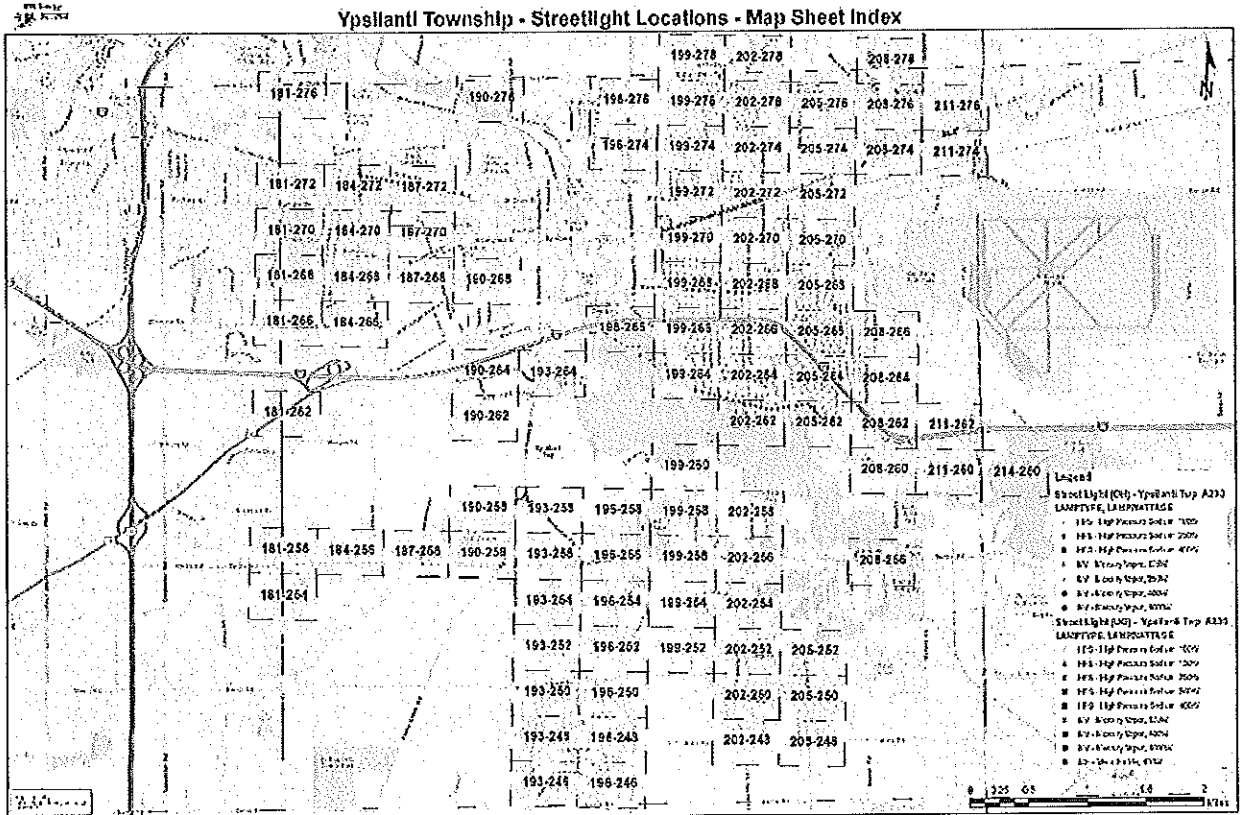
By: Karen Lovejoy Roe

Name: Karen Lovejoy Roe

Title: Clerk

Attachment 1 to Purchase Agreement

Map of Location



## **Ypsilanti Township Mercury Vapor to LED Conversion**

**March 4, 2013**

### **Conversion Breakdown: for 220 lights**

**108-400 watt Mercury Vapor OH to 135 watt LED OH**

**8-400 watt Mercury Vapor UG to 135 watt LED UG**

**104-175 watt Mercury Vapor UG to 67 watt LED UG**

**Total Current Invoice: \$78,982.56**

**Total Future Invoice: \$49,899.72**

**Annual Savings: 29,082.84**

**Energy Optimization Rebate: \$21,692.00**

**Cost to Convert:\$84,920.00**

**Out-of Pocket-Ypsilanti Township[After Rebate] \$84,920.00-\$21,692.00=\$63,228.00**

**Note: The \$84,920.00 is the contact amount paid to DTE in advance**

**Project Payback: 2.19 years**

## MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between The Detroit Edison Company ("Company") and Ypsilanti Township ("Customer") as of March 28, 2013.

### RECITALS

A. Customer may, from time to time, request the Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

### AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties agreement as to the terms of a specific street lighting transaction, the parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of the Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the The Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a *contribution in aid of construction* ("CIAC") for the cost of installing Equipment ("as defined in the applicable Purchase Agreement") and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials, and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such



suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid.

5. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

6. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company.

7. Street Lighting Service Rate.

a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time, the terms of which are incorporated herein by reference.

b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.

8. Contract Term. This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.

9. Design Responsibility for Street Light Installation. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.

10. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially

responsible for all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

11. Force Majeure. The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

12. Subcontractors. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.

13. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

14. Notices. All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at The Detroit Edison Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111 and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

15. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. Miscellaneous.

a. This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Agreement.

c. A waiver of any provision of this Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

g. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of the Agreement.

\*\*\*\*\*

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:  
The Detroit Edison Company  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Customer:  
Ypsilanti Township  
By: Brenda L. Stumbo  
Name: Brenda L. Stumbo  
Title: Supervisor  
By: Roxen Karejy Roe  
Name: Roxen Karejy Roe  
Title: Clerk

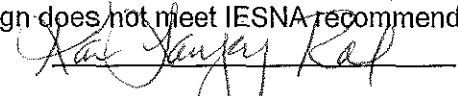
**Exhibit A to Master Agreement**

**Purchase Agreement**

This Purchase Agreement (this "Agreement") is dated as of March 28, 2013 between The Detroit Edison Company ("Company") and ("Customer") Ypsilanti Township.

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated March 28, 2013 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	PWO# 35754482.	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: <b>NA</b>	
2. Location where Equipment will be installed:	Ford Blvd starting at Russell Street and continuing until East Forrest Avenue. See attached map for details.	
3. Total number of lights to be installed:	18	
4. Description of Equipment to be installed (the " <u>Equipment</u> "):	Autobahn stock LED'S having a 135 watt rating installed on DTE Energy stock code 06 poles in black paint with foundation. Electrical source for circuit is Underground.	
5. Estimated Total Annual Lamp Charges	\$6,405.02	
6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")	Total estimated construction cost, including labor, materials, and overhead:	\$146,200.65
	Credit for 3 years of lamp charges:	\$19,215.05
	<b>CIAC Amount (cost minus revenue)</b>	<b>\$126,985.60</b>
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with twelve (12) months prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices 	
10. Customer Address for Notices:	[Address]	7200 S. Huron River Dr.
	[Address]	Ypsilanti, MI 48197
	[Name]	Charter Twp. of Ypsilanti

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one)  YES  NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least \_\_\_ posts and \_\_\_ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at \_\_\_\_\_. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

12. Experimental Emerging Lighting Technology ("EELT") Terms:

All or a portion of the Equipment consists of EELT: (check one)  YES  NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. The annual billing lamp charges for the EELT equipment has been calculated by the Company are based upon the estimated energy and maintenance cost expected with the Customer's specific pilot project EELT equipment. .

B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its entirety Section 7 of the Master Agreement with respect to any EELT equipment purchased under this Agreement.

\*\*\*\*\*

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

The Detroit Edison Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer:

Ypsilanti Township

By: Brenda L. Stumbo

Name: Brenda L. Stumbo

Title: Supervisor

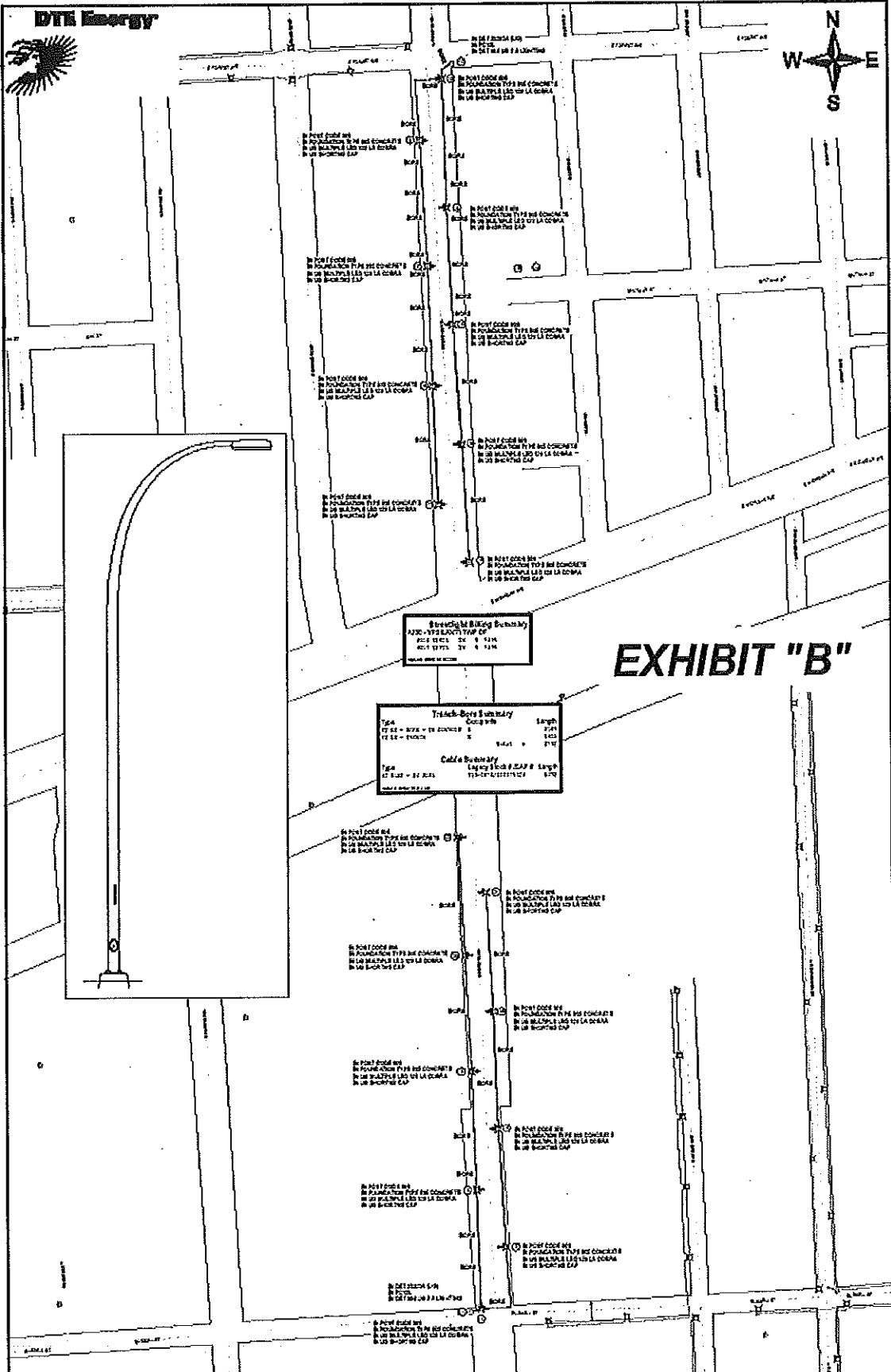
By: Karen Lovejoy Roe

Name: Karen Lovejoy Roe

Title: Clerk

**Attachment 1 to Purchase Agreement**

**Map of Location**



TYPE	QUANTITY	DATE
STANLEY ST	12	11/11/13
FOREST ST	12	11/11/13
RUSSELL ST	12	11/11/13

TYPE	LENGTH
STANLEY ST	1,200
FOREST ST	1,200
RUSSELL ST	1,200

TYPE	LENGTH
STANLEY ST	1,200
FOREST ST	1,200
RUSSELL ST	1,200

# EXHIBIT "B"

Work Order #	3575548	Work Order Description	CWO-SL-Ypsilanti Twp-UG-Ford Blvd-Russel-Forest-IN LED-25	DIS-OSW	SRW	ASD	PH	PLC
Invoice Code		Contract #		CON	OSW	OSW	OSW	OSW
PROJECT BY	YPSILANTI TOWNSHIP			Washtenaw Twp		Washtenaw County		
Town	Range	Section	City	Parent Name	SUC Report #	Version	Print Date	Scale
				Wyncoel, Thomas J	312010	1	2/26/2013	



# ReImagine Washtenaw

## Master Plan, Zoning, and Design Standards

### Work Program

#### November 9, 2012

#### PROJECT PURPOSE

The *Vision for ReImagine Washtenaw* identifies a new future for the Washtenaw Avenue corridor, which includes new and revitalized economic activity, increased residential density, improved walkability, and supporting the means to provide improved public transit.

More specifically, the *Corridor Redevelopment Strategy* identifies the following goals:

- Improve development practices
- Increase housing choices
- Expand multimodal transportation choices and increase safety
- Revitalize commercial centers and neighborhoods
- Improve streetscape and non-motorized infrastructure
- Infill and redevelopment building on existing assets and infrastructure
- Provide increase mixed-use, including retail, office, and residential at nodes
- Allow increased density to support a higher level of public transit service
- Increase regional public and private collaboration in future development, land use planning, transportation, and investment decisions
- Increase frequency and span of transit service

The purpose of this project is to incorporate the goals and concepts set forth in the *Corridor Redevelopment Strategy* in a coordinated fashion in the Master Plans, Zoning Ordinances, and Development/Design Standards of the respective participating communities – Pittsfield and Ypsilanti Townships. Emphasis will be placed on providing both the incentives and regulatory framework to encourage new development and redevelopment to meet the form and site design concepts set forth in the *Corridor Redevelopment Strategy* (provided as Attachment I).

## ELEMENT I: BACKGROUND

Tasks	Responsibility
1.1. Project kickoff with County and Townships	CWA / LSL
1.2. Create study area database <ul style="list-style-type: none"> <li>a. Parcel Identification               <ul style="list-style-type: none"> <li>i. Acreage</li> <li>ii. Frontage</li> <li>iii. Zoning</li> <li>iv. GIS files</li> </ul> </li> <li>b. Land Use Database               <ul style="list-style-type: none"> <li>i. Sidwell</li> <li>ii. Owner</li> <li>iii. Land use category</li> <li>iv. GIS files</li> </ul> </li> <li>c. Physical/Spatial Data               <ul style="list-style-type: none"> <li>i. Rights-of-way (including future)</li> <li>ii. Utilities</li> <li>iii. Sidewalks</li> <li>iv. GIS files</li> </ul> </li> </ul>	CWA, with data provided by Townships and County
1.3. Creation of Project Area Base Map in GIS	CWA (through other contractual obligation)
1.4. Meet with JTC to review study scope	

## ELEMENT I: OUTCOMES

1. Project kickoff with county and township planning staff to outline scope, outcomes, and assignments
2. CWA will compile a complete database of pertinent information for the study area, including
  - Parcel information
  - Land use data
  - Physical and spatial data
  - Right-of-way and bus stops
3. CWA will create project basemap through GIS
4. CWA to meet with JTC for input

**ELEMENT II: MASTER PLAN EVALUATION AND REVISION**

Tasks	Responsibility
2.1. Review existing Master Plan including subarea plans and the current Ypsilanti Township draft plan in process	CWA / LSL
2.2. Meet with planning team (Joe Lawson, Nathan Voght, Paul Montagno) to discuss existing Master Plans and specific areas to incorporate distinct ReImagine Washtenaw policies and Land Use concepts	CWA / LSL / Planning Team
2.3. Consultant team to draft language to Incorporate ReImagine Washtenaw policies and Land Use concepts into the two Township Master Plans. This is expected to be a summary of ReImagine Washtenaw with select graphics and discussion of how it is being integrated.	CWA / LSL
2.4. Meet with planning team to discuss draft language to incorporate ReImagine Washtenaw policies and Land Use concepts into the Master Plans and ordinances	CWA / LSL / Planning Team
2.5. If necessary, consultant team will assist appropriate Township Planning Commissions and Boards to adopt ReImagine Washtenaw policies and Land Use concepts into Master Plan. This would include attendance at up to two meetings with each township. In Ypsilanti Township ones of these would be the Master Plan public workshop.	CWA / LSL / Planning Team

**ELEMENT II: OUTCOMES**

1. Through review of document, the consultant and planning team has understanding of necessary changes to existing and ongoing Township policy and regulatory documents to incorporate ReImagine Washtenaw Policies and Land Use Concepts into the Township Master Plans, Design Guidelines and Ordinances.
2. The consultant team will work with the Township Planners and recommend to the Township Planning Commissions (and Boards) areas of plans to incorporate ReImagine Washtenaw Policies and Land Use Concepts in general or specifically. This will include specific language from the ReImagine Washtenaw Plan and select graphics plus creation of a new map that illustrates the location and extent those overall corridor concepts are to be applied.

3. The consultant team will meet with appropriate township planning commissions and boards to adopt the appropriate ReImagine Washtenaw policies and Land Use Concepts into each Township Master Plan. Note, for Ypsilanti Township, this will be done as part of the current process and meetings to amend the existing Master Plan
4. Final outcome is based on input from Township officials and the public hearing, the adoption of the appropriate ReImagine Washtenaw policies, and Land Use Concepts in each Township Master Plan.

**ELEMENT III: DESIGN STANDARDS/GUIDELINES**

<b>Tasks</b>	<b>Responsibility</b>
3.1. Meet with planning team to discuss design standards/guidelines and potential use or refinement of some of the existing design guidelines from other township corridor plans, as appropriate,	CWA / LSL / Planning Team
3.2. Meet with JTC to provide overview of design standards/guidelines	CWA
3.3. Consultant team will create design standards/guidelines Elements include:	CWA / LSL
a. Component Selection Analysis	
i. Street topography	CWA, except where noted
ii. Street furniture	
iii. Height relationships	
iv. Landscaping	
v. Access (LSL)	
vi. Ground story preferred or required uses (for “activation” or vitality along the street level)	
b. Design Encyclopedia	CWA to lead
c. Building Context	
i. Building siting and orientation	CWA and LSL, may include design firm
ii. Context in relationship to adjacent development	
iii. Open space	
d. Building Form/Design	
i. Stories	Same as above
ii. Land use transitions	
iii. Mass and scale	
iv. Details, façade treatment, and articulation	
v. Roof form	
e. Parking and Circulation	
i. Parking, loading, circulation and access	LSL
ii. Bicycle routing and parking	
iii. On-site pedestrian circulation	
f. Streets and Right-of-Way Treatments	LSL
i. Streets	
ii. ROW treatments	
g. Site and Building Details	
i. Signage	CWA to draft, LSL to provide support and comment
ii. Lighting	

<ul style="list-style-type: none"> <li>iii. Landscaping, fences, and screening</li> <li>iv. Stormwater management</li> <li>v. Amenities</li> <li>vi. Community spaces</li> <li>vii. Utilities/mechanicals/refuse storage</li> <li>viii. Sustainability</li> </ul>	
<ul style="list-style-type: none"> <li>h. Branding (optional) <ul style="list-style-type: none"> <li>i. Analysis of existing conditions</li> <li>ii. Development of alternative brand strategies</li> <li>iii. Development of a new visual identity program and standards</li> </ul> </li> </ul>	
3.4. Consultant team will identify graphics needed to illustrate design standards/guidelines, including identification of design firm to accomplish task	CWA / LSL / Design Firm
3.5. Consultant team will develop a complete graphic program to accompany the design standards/guidelines	CWA / LSL / Design Firm
3.6. Present design standards/guidelines to Planning Team	CWA / LSL / Planning Team
3.7. Present design standards/guidelines to JTC	CWA
3.8. Present design standards/guidelines at joint Township workshop	CWA / LSL

### ELEMENT III: OUTCOMES

1. The consultant team will prepare design standards/guidelines. Design guidelines/standards will include a complete graphic program of photos and sketches, with accompanying explanatory text. The guidelines will also explain the locations or situations where the various standards/guidelines apply if not corridor-wide.

### ELEMENT IV: ZONING ORDINANCE STANDARDS

Tasks	Responsibility
4.1. Consultant team will audit the zoning ordinances and identify where changes would be desired to promote implementation of the design guidelines. For Ypsilanti, the existing Whittaker Corridor overlay will be reviewed to select any elements to apply to Washtenaw.	CWA for Pittsfield and LSL for Ypsilanti Township, but with some coordination based on the assigned roles on the design guidelines
4.2. Meet with planning team to discuss and then organize a Kickoff Meeting with Ypsilanti Township officials including discussion of range of zoning techniques: Form-Based, Overlay, a Placemaking Code, Planned Development, TOD and Conventional; mandatory overlay optional or incentive based	CWA / LSL / Planning Team

4.3. Meet with Planning Team to discuss preferred zoning technique and agree upon common elements, and specific zoning technique to be applied to each community	CWA / LSL / Planning Team
4.4. Consultant team will conduct parcel-by-parcel identification program	CWA / LSL
a. Identify street types	
b. Identify site types	
c. Identify preferred building forms	
d. Identify preferred use groups	
4.5. Consultant team will create draft zoning regulation for each community, consistent with goals of ReImagine Washtenaw and Design Standards	CWA / LSL
4.6. Meeting with County and Townships to review zoning regulations	CWA / LSL / Planning Team
4.7. Progress meeting with JTC	CWA

**ELEMENT IV: OUTCOMES**

1. The consultant team will prepare for and facilitate Zoning Kickoff Meeting with Ypsilanti Township to discuss the outcomes and consequences of different types of zoning approaches to ensure their understanding and buy-in of the selected zoning technique(s).
2. Consultant/Planning Team will agree upon preferred zoning techniques and common elements between the two Townships.
3. The consultant team will identify street types, site types, building types, use groups, development regulations, and graphics.
4. The consultant team will draft zoning regulations for each Township. This will involve taking the “model” and tailoring it to each community and its current ordinance structure so that it can be seamlessly integrated.

## PHASE V: ADOPTION

<b>Tasks</b>	<b>Responsibility</b>
5.1. Consultant team will meet with County and Townships and present proposed Zoning Ordinance and design standards	CWA / LSL / Planning Team
5.2. Consultant team will be present at Planning Commission public hearing and Township Board meeting for adoption	CWA / LSL

## PHASE V: OUTCOMES

1. Consultant team will meet with County and Townships
2. Final adoption