

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE MAY 23, 2013 SPECIAL MEETING**

The meeting was called to order by Supervisor Brenda L. Stumbo, at approximately 9:00 a.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

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

Members Absent: None

Legal Counsel: Attorney Wm. Douglas Winters

Supervisor Stumbo stated there was a request from Tom Colis, Bonding Attorney to add Resolution No. 2013-17, Amending Resolution Authorizing Issuance of 2013 General Obligation Limited Tax Refunding Bonds to the agenda.

Treasurer Doe explained the original resolution authorized an open bid. He said late Wednesday afternoon, he and Supervisor Stumbo were contacted by Tom Colis, Bonding Attorney regarding Capital One's offer to purchase the entire bond at 2.4%. Treasurer Doe stated the resolution was to make a change from the open market to single source provider. He requested the resolution be added to the agenda for Board consideration.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to add Resolution No. 2013-17 to the agenda. The motion carried unanimously.

1. RESOLUTION NO. 2013-17, AMENDING RESOLUTION AUTHORIZING ISSUANCE OF 2013 GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS

A motion was made by Trustee Eldridge, supported by Treasurer Doe to approve Resolution No. 2013-17, Amending Resolution Authorizing Issuance of 2013 General Obligation Limited Tax Refunding Bonds (see attached).

Tom Colis, Bonding Attorney briefly explain the bond process. He said Capital One requested to purchase the entire bond. Mr. Colis stated the resolution only changed two sections of the prior resolution. It sets the term of 2.4% and the maturity schedule, locks the dollar amount at \$2.955 million and authorizes sale of bonds to Capital One. He said, if approved, the deal would close on June 6, 2013. Mr. Colis explained the savings from refinancing would be approximately \$482,000.

The motion carried unanimously.

2. BUDGET AMENDMENT #9

A motion was made by Treasurer Doe, supported by Trustee Hall Currie to approve Budget Amendment #9 (see attached).

Trustee Eldridge questioned if budget amendments could be approved after the item had been discussed.

Supervisor Stumbo explained it was required to have the dollars in the line item prior to approval.

Clerk Lovejoy Roe responded that approving the amendments prior to other agenda items make it easier for tracking and the dollars were required to be in the account before it could be approved.

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Trustee Eldridge stated he would like proof of the requirement because the perception was the Board was being forced into making a decision on an item later on the agenda because the budget amendment was already approved.

Javonna Neel, Accounting Director said she would need to check on Trustee Eldridge's question but a budget amendment could be done within the motion of the item being approved or the items could be approved contingent upon budget amendment approval.

The motion carried unanimously.

3. STATEMENTS AND CHECKS

A motion was made by Treasurer Doe, supported by Trustee Scott Martin to approve Statements and Checks. The motion carried unanimously.

4. APRIL 2013 TREASURER REPORT

Treasurer Doe gave the report for April 2013. The beginning balance was \$30,224,779.97 and the ending balance was \$28,740,619.52.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the April 2013 Treasurer Report (see attached). The motion carried unanimously.

5. REQUEST TO APPROVE SECOND AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION IN THE AMOUNT OF \$166,339.60, BUDGETED IN LINE ITEM #101.446.000.818.022 AND AUTHORIZATION TO SIGN AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Second Agreement with the Washtenaw County Road Commission in the amount of \$166,339.60, budgeted in line item #101.446.000.818.022 and to authorize signing of the agreement (see attached). The motion carried unanimously.

6. REQUEST TO APPROVE THIRD AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION IN THE AMOUNT OF \$1,370,400, PAID WITH ROAD BOND FUNDS AND AUTHORIZATION TO SIGN AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the Third Agreement with the Washtenaw County Road Commission in the amount of \$1,370,400, to be paid with Road Bond Funds and to authorize signing of the agreement (see attached). The motion carried unanimously.

7. REQUEST TO APPROVE AGREEMENT TO ASSIGN THE LINCOLN CONSOLIDATED SCHOOL DISTRICT CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD OF JUNE 9, 2013 THROUGH AUGUST 24, 2013 IN THE AMOUNT OF \$31,687.50, BUDGETED IN LINE ITEM #266.301.000.831.008 AND AUTHORIZATION TO SIGN AGREEMENT

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the Agreement to assign the Lincoln Consolidated School District Contractual Deputy to Ypsilanti Township for the period of June 9, 2013 through August 24, 2013 in the amount of \$31,687.50, budgeted in line item #266.301.000.831.008 and to authorize signing of the agreement (see attached).

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Trustee Eldridge questioned if the benchmarks from 2012 were available.

Mike Radzik, OCS Director stated weekly benchmarks would be provided throughout the term of the contract. He said Lt. A-Z would provide a formal summary report regarding their activity from last year.

Trustee Eldridge said he was disappointed because the summary was not available because he had requested it over 10-months ago. He requested the Board be provided a weekly update on the two deputy positions currently before the Board.

The motion carried unanimously.

8. REQUEST TO APPROVE AGREEMENT TO ASSIGN THE YPSILANTI COMMUNITY SCHOOL DISTRICT CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD OF JUNE 9, 2013 THROUGH AUGUST 24, 2013 IN THE AMOUNT OF \$31,687.50, BUDGETED IN LINE ITEM #266.301.000.831.008 AND AUTHORIZATION TO SIGN AGREEMENT

A motion was made by Trustee Hall Currie, supported by Clerk Lovejoy Roe to approve the Agreement to assign the Ypsilanti Community School District Contractual Deputy to Ypsilanti Township for the period of June 9, 2013 through August 23, 2013 in the amount of \$31,687.50, budgeted in line item #266.301.000.831.008 and to authorize signing of the agreement (see attached). The motion carried unanimously.

9. REQUEST TO AUTHORIZE PROFESSIONAL SERVICES CONTRACT FOR ASBESTOS SURVEY OF LIBERTY SQUARE TO COMPLY WITH MDEQ, NESHAP AND MIOSHA REQUIREMENTS NOT TO EXCEED \$30,000, BUDGETED IN LINE ITEM #101.950.000.969.011

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to authorize the Professional Services Contract for Asbestos Survey of Liberty Square to comply with MDEQ, NESHAP and MOISHA requirements not to exceed \$30,000, budgeted in line item #101.950.000.969.011.

Mike Radzik, OCS Director provided a brief overview and referenced his clarification email sent to Board Members. He explained that MDEQ reported the survey done previously was inadequate and would not be accepted. Mr. Radzik further explained the only course of action to maintain the feasibility of the grant was to redo the asbestos survey with a different company. He provided the process taken to obtain a proposal from a qualified company. Mr. Radzik recommended the Board award the job to Cardno/ATC, not to exceed \$30,000.

Trustee Eldridge asked if there would be some type of oversight with this company so the Township would not fall into the same predicament.

Mr. Radzik said staff would be on site at random times of the day to observe the work being done.

The motion carried unanimously.

10. REQUEST TO AUTHORIZE LEGAL COUNSEL TO INVESTIGATE AND RECOMMEND TO TOWNSHIP BOARD WHAT LEGAL OPTIONS ARE AVAILABLE TO SEEK REIMBURSEMENT OF ALL FUNDS PREVIOUSLY EXPENDED FOR THE ASBESTOS SURVEY PERFORMED AT LIBERTY SQUARE BY TEG ENVIRONMENTAL SERVICES, INC.

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A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to authorize legal counsel to investigate and recommend to the Township Board what legal options are available to seek reimbursement of all funds previously expended for the asbestos survey at Liberty Square by TEG Environmental Services, Inc.

Attorney Winters explained the first contractor did not adequately perform the required work and all the details were still unknown. He felt the Township should be reimbursed for the additional cost of redoing the survey and abatement costs for work not completed by the first contractor. The insurance carrier of the previous contractor had been notified regarding the errors and omissions, professional liabilities coverage and asked them to provide a copy of the policy. Attorney Winters stated there was a lot of detail that still needed to be gathered and evaluated.

Trustee Scott Martin said he felt the Township should bite the bullet and move forward. He said the Township should not throw good money after bad.

Attorney Winters explained that the TEG contract specifically stated the report was intended for the Township and other governmental entities to rely upon the veracity of what was contained in the report because he was aware that the Township would be seeking funding for the project. He stressed that no one had any knowledge that what was submitted by TEG was suspect.

Trustee Mike Martin asked if TEG was investigated prior to making the recommendation to award the bid.

Mr. Radzik stated the references, which were local government agencies were contacted. He said a favorable recommendation was received from the Wayne County Brownfield Redevelopment Authority and Derrick Gideon and TEG were listed on the MISHDA website as a qualified consultant to perform this type of work.

Supervisor Stumbo asked if the motion should also be for the asbestos removal.

A friendly amendment was made by Clerk Lovejoy Roe to include reimbursement for the cost of the abatement services performed. The friendly amendment was accepted.

Trustee Mike Martin stressed that TEG should be held accountable and some sort of action should be taken.

Trustee Scott Martin felt the Township should hire an inspector to be on site to ensure the work was being completed properly. The Board agreed.

The motion carried unanimously.

ADJOURNMENT

The meeting adjourned at approximately 9:55 a.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
COUNTY OF WASHTENAW
STATE OF MICHIGAN**

**RESOLUTION NO. 2013-17
AMENDING RESOLUTION AUTHORIZING ISSUANCE OF
2013 GENERAL OBLIGATION LIMITED TAX REFUNDING BONDS**

Minutes of a special meeting of the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan (the "Township"), held on the 23rd day of May, 2013, at 9:00 a.m., Eastern Daylight Time.

PRESENT: Members: Supervisor Brenda Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

ABSENT: Members: None

The following preamble and resolutions were offered by Member Trustee Stan Eldridge and supported by Member Treasurer Larry Doe:

WHEREAS, on April 8, 2013, the Township Board of the Township authorized the Resolution Authorizing Issuance of 2013 General Obligation Limited Tax Refunding Bonds (the "Resolution") in an amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) (the "Bonds") to refund the Township's outstanding General Obligation Limited Tax Capital Improvement Bonds, Series 2005A (the "2005 Bonds") and the General Obligation Limited Tax Capital Improvement Bonds, Series 2006 (the "2006 Bonds"); and

WHEREAS, the Township Board has determined to only refund the 2006 Bonds maturing in the years 2015 to 2029, inclusive (the "Prior Bonds to be Refunded"); and

WHEREAS, the Resolution authorized the negotiation of the sale of the Bonds with Hilliard Lyons as Underwriter; and

WHEREAS, subsequent to the adoption of the Resolution, the Township received a proposal from Capital One Public Funding, LLC (the "Purchaser"), to purchase the Bonds pursuant to a negotiated sale and to have Hilliard Lyons act as the placement agent (the "Placement Agent") for the Township; and

WHEREAS, it is necessary to amend and supplement the Resolution to authorize the sale of the Bonds to the Purchaser and to appoint the Placement Agent.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Words and terms not otherwise defined herein shall have the meanings set forth in the Resolution.

2. *Section 1 of the Resolution is hereby amended to read as follows:*

1. Authorization of Refunding Bonds; Bond Terms. A bond of the Township designated 2013 GENERAL OBLIGATION LIMITED TAX REFUNDING BOND (the "Bond") is authorized to be issued in the aggregate principal sum of Two Million Nine Hundred Fifty-Five Thousand Dollars (\$2,955,000) for the purpose of paying the costs of refunding the Prior Bonds to be Refunded, including the costs incidental to the issuance, sale and delivery of the Bond. The Bond shall be in the form of a single fully-registered, nonconvertible bond of the denomination of \$2,955,000, dated as of the date of delivery, payable in principal installments serially on May 1 of each year beginning May 1, 2014 as shown below:

<u>Due</u> <u>May 1</u>	<u>Principal</u> <u>Installment</u>
2014	\$35,000
2015	160,000
2016	165,000
2017	170,000
2018	175,000
2019	180,000
2020	185,000
2021	190,000
2022	195,000
2023	200,000
2024	205,000
2025	210,000
2026	210,000
2027	220,000
2028	225,000
2029	230,000

The Bond shall bear interest at a rate of two and forty-hundredths percent (2.40%) per annum, payable on November 1, 2013 and semiannually thereafter, by check or draft mailed by the Transfer Agent (as hereinafter defined) to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the Issuer to conform to market practice in the future.

All other references in the Resolution to "Bonds" shall mean "Bond".

3. *Section 11 of the Resolution is hereby amended to read as follows:*

3. Acceptance of Proposal; Appointment of Placement Agent. The Township Board hereby accepts the proposal from Capital One Public Funding, LLC (the "Purchaser") to purchase the Bond at a rate of 2.40% per annum and the Supervisor, Clerk or Treasurer (each an "Authorized Officer", and together the "Authorized Officers") are each individually authorized to execute any additional documentation necessary to accept the proposal.

The Township Board hereby appoints Hilliard Lyons as Placement Agent in connection

with the Bond. The fees and expenses of the Placement Agent and other accumulated bond related fees and expenses shall be payable as a cost of issuance from proceeds of the Bond or other available funds.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Amending Resolution be and the same hereby are rescinded.

AYES: **Members:** Supervisor Brenda Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Stan Eldridge, Jean Hall Currie, Mike Martin and Scott Martin

NAYS: **Members:** None

RESOLUTION DECLARED ADOPTED.


Township Clerk

I HEREBY CERTIFY that the foregoing constitutes a true and complete copy of a resolution duly adopted by the Township Board of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan, at a special meeting held on the May 23, 2013, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.


Township Clerk

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**CHARTER TOWNSHIP OF YPSILANTI
2013 BUDGET AMENDMENT #9**

May 23, 2013 Special Meeting

101 - GENERAL OPERATIONS FUND

Total Increase \$196,340.00

Increase Highway & St-Road Construction for 2013 Ypsilanti Township second agreement with the Washtenaw County Road Commission. The total of the agreement is \$166,340. These road improvements are not on the list for the Road Bond . This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	<u>\$166,340.00</u>
		Net Revenues	<u>\$166,340.00</u>
Expenditures:	Highway & St-Road Construction	101-446-000-818.022	<u>\$166,340.00</u>
		Net Expenditures	<u>\$166,340.00</u>

Increase Land Bank for Asbestos Survey for Liberty Square in order to prep for demolition. This will be funded by an Appropriation of the Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	<u>\$30,000.00</u>
		Net Revenues	<u>\$30,000.00</u>
Expenditures:	Contribution - Land Bank	101-950-000-969.011	<u>\$30,000.00</u>
		Net Expenditures	<u>\$30,000.00</u>

Motion to Amend the 2013 Budget (#9):

Move to increase the General Fund budget by \$196,340 to \$9,175,773 and approve the department line item changes as outlined.

OFFICE OF THE TREASURER
LARRY J. DOE



MONTHLY TREASURER'S REPORT
APRIL 1, 2013 THROUGH APRIL 30, 2013

<u>Account Name</u>	<u>Beginning Balance</u>	<u>Cash Receipts</u>	<u>Cash Disbursements</u>	<u>Ending Balance</u>
101 - General Fund	4,463,439.74	717,831.70	995,787.10	4,185,484.34
101 - Payroll	139,315.07	703,811.53	732,157.77	110,968.83
101 - Willow Run Escrow	141,519.19	29.08	0.00	141,548.27
206 - Fire Department	1,272,643.29	796.37	615,896.54	657,543.12
208 - Parks Fund	4,520.29	0.14	650.09	3,870.34
212 - Roads/Bike Path/Rec/General Fund	847,329.72	54,997.40	306,751.69	595,575.43
225 - Environmental Clean-up	444,098.07	16.49	0.00	444,114.56
226 - Environmental Services	2,230,004.86	1,150.11	223,323.05	2,007,831.92
230 - Recreation	78,051.43	344,080.62	108,983.49	313,148.56
236 - 14-B District Court	187,439.88	120,337.01	130,480.19	177,296.70
244 - Economic Development	67,144.46	2.49	0.00	67,146.95
248 - Rental Inspections	79,658.13	9,017.96	10,124.83	78,551.26
249 - Building Department Fund	327,243.36	42,218.74	34,824.11	334,637.99
250 - LDFA Tax	305.04	0.01	0.00	305.05
252 - Hydro Station Fund	688,399.85	76,221.85	18,940.08	745,681.62
266 - Law Enforcement Fund	1,045,693.42	169.73	111,878.69	933,984.46
280 - State Grants	18,374.18	0.68	0.00	18,374.86
301 - General Obligation	210,124.34	29.66	0.00	210,154.00
396 - Series "A" Bond Payments	7,063.61	0.26	0.00	7,063.87
397 - Series "B" Cap. Cost of Funds	51,449.89	1.63	7,426.83	44,024.69
398 - LDFA 2006 Bonds	54,071.25	215,144.35	150,010.00	119,205.60
498 - Capital Improvement 2006 Bond Fund	335,312.69	68.90	0.00	335,381.59
584 - Green Oaks Golf Course	133,693.08	68,834.11	67,251.24	135,275.95
590 - Compost Site	1,316,038.87	11,025.69	23,424.11	1,303,640.45
595 - Motor Pool	440,385.13	31,105.11	72,380.95	399,109.29
701 - General Tax Collection	98,329.95	112,693.62	19,711.72	191,311.85
703 - Current Tax Collections	14,678,528.80	3,961.82	364,518.64	14,317,971.98
707 - Bonds & Escrow/GreenTop	732,905.27	3,915.72	2,719.69	734,101.30
708 - Fire Withholding Bonds	37,869.33	7.78	0.00	37,877.11
893 - Nuisance Abatement Fund	64,020.23	877.24	3,918.33	60,979.14
ABN AMRO Series "B" Debt Red. Cap.Int.	28,361.19	0.67	1,324.90	27,036.96
Comerica Series B Bond	1,446.36	0.12	25.00	1,421.48
GRAND TOTAL	30,224,779.97	2,518,348.59	4,002,509.04	28,740,619.52

2013 YPSILANTI TOWNSHIP SECOND AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of May, 2013, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

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

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

It is further understood that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverages for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverages to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

1. **Local Road Dust Control (497-11-108):**

Placement of three (3) solid applications of contract brine (approximately 68,880 gallons) on all certified local gravel/limestone roads within the township.

Estimated cost of contract brine: \$ 9,987.60

2. **Merritt Road, Stony Creek Road to Hitchingham Road:**

Work to include the placement of a 6" (C.I.P.) of 23a limestone (approximately 3300 tons) with associated dust control, ditching, tree removal and project restoration.

Estimated project cost: \$ 84,200.00

3. **Section 3, Ypsilanti Township:**

Work to include crack sealing. Roads to include: Campbell Avenue, Lynne Avenue, Bagley Avenue, Hollis Avenue, Hunt Place, Browning Street, Walnut Street, Maple Drive, Ivanhoe Avenue, Mohawk Avenue, Miami Avenue and Oak Street (dead end to Miami).

Estimated project cost: \$ 35,700.00

4. **Greene Farms Subdivision:**

Work to include crack sealing. Roads to include: Oyster Bay Drive, Glen Oaks Drive, Rachel Drive, Richmond Drive, Crest Drive, Oxford Court, Berwick Drive, Dover Drive, Roxbury Drive, Kenton Court, Henley Drive, Durham Drive,

Carlton Drive, Kensington Drive, Greene Farm Drive, Greene Farm Court, Pioneer Drive, Roxbury Court, Amrhein Drive, Warwick Drive, Hampton Drive, Hampton Court, Berwick Court, Essex Drive, Marlow Drive, Winterfield Drive, Newbury Drive, and Houston Court.

Estimated project cost: \$ 35,700.00

5. Whittaker Village Condominium:

Work to include crack sealing. Roads to include: Belle Meade Street, Belle Meade Court, Trotters Park Street, Collin Court and Shire Lane.

Estimated project cost: \$ 13,400.00

6. Streamwood Subdivision & Amberly Grove Condominium:

Work to include crack sealing. Roads to include: Amberly Way, Hogan Drive, Hideaway Drive, Mission Hills Drive, Indian Wells Drive, St. Andrews Drive, Cypress Point Drive, Lochmoor Drive, Copper Creek Court, Copper Creek Drive, Sea Mist Drive, Deer Track Drive, Deer Track Court, Bonita Drive, Muirfield Drive, Streamwood Drive, Oakland Hills Drive, Doral Drive, Bermuda Dunes Drive, Bay Tree Drive, Myrtlewood Drive, Knollwood Drive, Willow Creek Drive, Glacier Pointe Drive, Royal Troon Drive, Spy Glass Lane, Homestead Road, and Sawgrass Road.

Estimated project cost: \$ 35,700.00

7. Munger Road, Merritt Road northerly 3,450 feet:

Work to include the placement of a 6" (C.I.P.) of 23a limestone (approximately 4350 tons) with associated dust control, ditching, berming, culvert replacements and project restoration. This is a proposed township shared project with Pittsfield Township.

Estimated project cost: \$ 126,300.00

Estimated project cost to Ypsilanti Township: \$ 63,150.00

AGREEMENT SUMMARY

2013 LOCAL ROAD PROGRAM

Local Road Dust Control	\$ 9,987.60
Merritt Road, Stony Creek to Hitchingham	84,200.00
Section 3 Crack Sealing	35,700.00
Greene Farms Subdivision	35,700.00
Whittaker Village Condominium	13,400.00
Streamwood Subdivision/Amberly Grove	35,700.00

2013 Ypsilanti Township Second Agreement
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Munger Road, Merritt northerly 3,450 feet	63,150.00
Total Local Program	\$ 277,837.60
Less 2013 Conventional Matching Funds:	105,574.00
Less 2013 Drainage Matching Funds:	5,924.00

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
UNDER THIS AGREEMENT DURING 2013: \$ 166,339.60

FOR YPSILANTI TOWNSHIP:

Brenda L. Stumbo
Brenda L. Stumbo, Supervisor

Angela Robinson Witness

Karen Lovejoy Roe
Karen Lovejoy Roe, Clerk

Maria Bottrani Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

_____ Witness

Roy D. Townsend, Managing Director

_____ Witness

**2013 YPSILANTI TOWNSHIP THIRD AGREEMENT
(Bond Program)**

THIS AGREEMENT, made and entered into this 23rd day of May, 2013, by and between the Township Board of Ypsilanti Township, Washtenaw County, parties of the first part and the Board of Washtenaw County Road Commissioners, parties of the second part.

WHEREAS, the parties of the first part desire that certain improvements be made upon the local roads in the Township of Ypsilanti, and

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

IT IS NOW THEREFORE AGREED, the parties of the second part will accomplish the improvements as specified herein, all in accordance with the standards of the parties of the second part.

It is further understood that the Charter Township of Ypsilanti will be a named insured on the Washtenaw County Road Commission's coverages for liability for the activities described above. The Road Commission will submit a certificate of insurance evidencing such coverages to the Township Clerk prior to implementation of services under the contract. Each party to this contract shall be responsible for the acts and omissions of its employees and agents.

1. **Munger Road, Textile Road to a point 0.4 miles northerly:**

Work to include ditching, pulverizing, shaping and compacting the existing surface, structure adjustments, the placement of a 3" asphalt resurfacing with 3' wide paved shoulders, and project restoration. Final cost to be determined by competitive bid. This is a proposed township shared project with Pittsfield Township.

Estimated project cost: \$ 162,800.00
Estimated project cost to Ypsilanti Township: \$ 81,400.00

2. **Parview Drive, Textile Road northerly to end of road:**

Work to include milling the existing surface, the placement of 3" bituminous overlay, structure adjustments and the associated project restoration. Final cost to be determined by competitive bid.

Estimated project cost: \$ 37,900.00

3. **Sturtevant Manor Subdivision:**

Work to include milling the existing surface, the placement of a 3" bituminous overlay, structure adjustments, ADA sidewalk ramps and the associated project restoration. Roads to include Oaklawn Boulevard and Rosewood Avenue. Final cost to be determined by competitive bid.

Estimated project cost: \$ 115,000.00

4. **Collegewood Drive, Whittier Road easterly 791 feet:**

Work to include preliminary engineering and surveying, tree removals, ditching, culvert installations, shaping the existing surface, the construction of a "T" turnaround at the end of road, placement of 4" (C.I.P.) 21aa limestone base, placement of a 3" hot mix asphalt surface, driveway approaches, aggregate shoulders and associated project restoration. Final cost to be determined by competitive bid. The Board of County Road Commissioners agrees that it will accept this segment of Collegewood Drive as a public road following completion of construction.

Estimated project cost: \$ 92,600.00

5. **Senate Avenue, Valley Drive to Edison Avenue:**

Work to include preliminary engineering and surveying, tree removals, ditching, culvert installations, shaping the existing surface, placement of 6" (C.I.P.) 21aa limestone base, placement of a 3" hot mix asphalt surface, driveway approaches, aggregate shoulders and associated project restoration. Final cost to be determined by competitive bid. The Board of County Road Commissioners agrees that it will accept this segment of Senate Avenue as a public road following completion of construction.

Estimated project cost: \$ 120,400.00

6. **Tyler Road, Emerick Street to Dubie Avenue:**

Work to include pulverizing/milling the existing surface, placement of a 3" bituminous overlay, shoulders, structure adjustments, ADA sidewalk ramps and associated project restoration. Final cost to be determined by competitive bid.

Estimated project cost: \$ 143,400.00

7. **Johnson Place Subdivision:**

Work to include roadside ditching, manhole adjustments, milling the existing surface, the placement of a 3" bituminous overlay and associated project restoration. Roads to include Johnson Street, George Place, Campbell Avenue and Young Street. Final cost to be determined by competitive bid.

Estimated project cost: \$ 73,200.00

8. **Lapham & Howe's Ypsi-Manor Subdivision:**

Work to include milling the existing surface, placement of a 3" bituminous overlay, structure adjustments, ADA sidewalk

ramps and associated project restoration. Roads to include Redwood Avenue, Rosewood Avenue, Pinewood Street, Glenwood Avenue, Wharton Street, Kennedy Avenue and Dubie Avenue. Final cost to be determined by competitive bid.

Estimated project cost: \$ 298,000.00

9. **Oak Street, Miami Avenue to Harris Road:**

Work to include milling the existing surface, placement of a 3" bituminous overlay, structure adjustments and associated project restoration. Final cost to be determined by competitive bid.

Estimated project cost: \$ 17,200.00

10. **East Lawn Subdivision:**

Work to include milling the existing surface, placement of a 3" bituminous overlay, structure adjustments, ADA sidewalk ramps and associated project restoration. Roads to include Parkwood Avenue, Greenlawn Avenue, Woodlawn Avenue and Hayes Avenue. Final cost to be determined by competitive bid.

Estimated project cost: \$ 194,000.00

11. **Ridge Road, Clark Road to Mott Road:**

Work to include ditching, milling the existing surface, the placement of a 3" asphalt resurfacing, limestone shoulders, and project restoration. Final cost to be determined by competitive bid.

Estimated project cost: \$ 55,900.00

12. **Dorset Avenue, Tyler Road to US-12 Bypass:**

Work to include milling the existing surface, structure adjustments, the placement of a 3" asphalt resurfacing, and project restoration. Final cost to be determined by competitive bid.

Estimated project cost: \$ 35,100.00

13. **Service Drive & Ecorse Road, Dorset Avenue to end of road located east of Hudson Avenue:**

Work to include milling the existing surface, the placement of a 3" asphalt resurfacing, and project restoration. Project also includes milling and resurfacing the intersection of Onondaga Avenue. Final cost to be determined by competitive bid.

Estimated project cost: \$ 106,300.00


AGREEMENT SUMMARY

2013 LOCAL ROAD PROGRAM

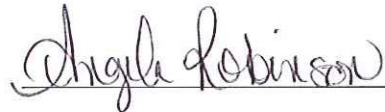
Munger Road	\$ 81,400.00
Parview Drive	37,900.00
Sturtevant Manor Subdivision	115,000.00
Collegewood Drive	92,600.00
Senate Avenue	120,400.00
Tyler Road	143,400.00
Johnson Place Subdivision	73,200.00
Lapham & Howe's Ypsi-Manor Subdivision	298,000.00
Oak Street	17,200.00
East Lawn Subdivision	194,000.00
Ridge Road	55,900.00
Dorset Avenue	35,100.00
Service Drive & Ecorse Road	<u>106,300.00</u>
Total Bond Program	\$ 1,370,400.00

ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP
BOND PROGRAM UNDER THIS AGREEMENT DURING 2013: \$ 1,370,400.00

FOR YPSILANTI TOWNSHIP:



Brenda L. Stumbo, Supervisor



Angela Robinson, Witness



Karen Lovejoy Roe, Clerk



Maria Botanis, Witness

FOR WASHTENAW COUNTY ROAD COMMISSION:

Douglas E. Fuller, Chair

Witness

Roy D. Townsend, Managing Director

Witness

AGREEMENT TO ASSIGN THE LINCOLN CONSOLIDATED SCHOOL DISTRICT
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD
OF JUNE 9, 2013 THROUGH AUGUST 24, 2013

AGREEMENT is made this 15th day of May 2013 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Drive, Ypsilanti, Michigan, ("Township"), the LINCOLN CONSOLIDATED SCHOOL DISTRICT, located at 8970 Whittaker Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township and the School currently contract with the County and the Sheriff to provide contractual police services in their respective jurisdictions and;

WHEREAS, the deputy assigned to the School is primarily used during the standard school year of August through early June; and

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 9 2013 through August 24, 2013 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

WHEREAS, the School deputy will be reassigned to the Township and given assignments as agreed upon by the Township and Sheriff, thereby enhancing police services in the Township during the summer months.

WHEREAS, the parties now desire to memorialize this Agreement to writing.

NOW THEREFORE, the parties agree as follows:

ARTICLE I - Assignment of Contractual Deputy

The parties agree that beginning on June 9, 2013 and concluding on August 24, 2013, the contractual deputy assigned to Lincoln Consolidated School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Lincoln Consolidated School District.

ARTICLE II - TERM

This contract shall begin on June 9, 2013 and continue through August 24, 2013.

ARTICLE III - PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$31,687.50, payable by the Township as follows: June Invoice--\$9,252.75; July Invoice--\$12,675.00; and August Invoice--\$9,759.75;

ARTICLE IV CHANGES IN SCOPE OR SCHEDULE OR SERVICES.

Changes mutually agreed upon by the parties will be incorporated into this Agreement by written amendments signed by all parties.

ARTICLE V EXTENT OF CONTRACT

The terms of this document represents the entire agreement between the parties on the reassignment of the School contractual deputy to the Township for the term described in this Agreement and supersedes all prior representations, negotiations or agreements whether written or oral on this matter.

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: Brenda Stumbo
Brenda Stumbo
Supervisor (DATE) 5/23/2013

By: _____
Verna McDaniel (DATE)
County Administrator

By: Karen Lovejoy Roe
Karen Lovejoy Roe
Clerk (DATE) 6/23/2013

WASHTENAW COUNTY SHERIFF'S OFFICE LINCOLN CONSOLIDATED SCHOOLS

By: _____
Jerry Clayton
Sheriff

By: Ellen Bonter
Ellen Bonter
Superintendent

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Curtis N. Hedger
Office of Corporation Counsel

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

AGREEMENT TO ASSIGN THE YPSILANTI COMMUNITY SCHOOL DISTRICT
CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD
OF JUNE 9, 2013 THROUGH AUGUST 24, 2013

AGREEMENT is made this 21st day of May, 2013 by YPSILANTI TOWNSHIP, a Michigan municipal corporation located at 7200 S. Huron River Dr, Ypsilanti, Michigan, ("Township"), the YPSILANTI COMMUNITY SCHOOL DISTRICT, located at 1885 Packard Road, Ypsilanti, Michigan ("School"), the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and the WASHTENAW COUNTY SHERIFF'S OFFICE located at 2201 Hogback Road, Ann Arbor, Michigan ("Sheriff")

WHEREAS, the Township and the School currently contract with the County and the Sheriff to provide contractual police services in their respective jurisdictions and;

WHEREAS, the deputy assigned to the School is primarily used during the standard school year of August through early June; and

WHEREAS, Ypsilanti Township and the School have discussed and agreed upon a sharing arrangement, whereby the deputy assigned to the School will work for the Township from June 9, 2013 through August 24, 2013 with the Township being financially responsible for that deputy for the time that he/she works for the Township; and

WHEREAS, the School deputy will be reassigned to the Township and given assignments as agreed upon by the Township and Sheriff, thereby enhancing police services in the Township during the summer months.

WHEREAS, the parties now desire to memorialize this Agreement to writing.

NOW THEREFORE, the parties agree as follows:

ARTICLE I – Assignment of Contractual Deputy

The parties agree that beginning on June 9, 2013 and concluding on August 24, 2013, the contractual deputy assigned to Ypsilanti Public School District will be reassigned to the Ypsilanti Township. Upon expiration, the deputy will be reassigned back to the Ypsilanti Public School District.

ARTICLE II - TERM

This contract shall begin on June 9, 2013 and continue through August 24, 2013.

ARTICLE III – PAYMENT FOR REASSIGNED DEPUTY

During the term of this Agreement, the parties agree that the Township shall be responsible to pay the County for the price of the reassigned deputy at the rates established and agreed upon in the police service contract currently in effect between the County, Township and Sheriff, which Agreement is incorporated by reference into this Agreement. Using these rates, the price of the reassigned deputy for the term of this contract shall be \$31,687.50, payable by the Township as follows: June invoice--\$9,252.75 July invoice--\$12,675.00; and August invoice--\$9,759.75;

ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the parties will be incorporated into this Agreement by written amendments signed by all parties.

ARTICLE V - EXTENT OF CONTRACT

The terms of this document represents the entire agreement between the parties on the reassignment of the School contractual deputy to the Township for the term described in this Agreement and supersedes all prior representations, negotiations or agreements whether written or oral on this matter.

YPSILANTI TOWNSHIP

WASHTENAW COUNTY

By: Brenda Stumbo
Brenda Stumbo (DATE) 5-23-13
Supervisor

By: _____
Verna McDaniel (DATE)
County Administrator

By: Karen Lovejoy Roe
Karen Lovejoy Roe (DATE) 5-23-13
Clerk

WASHTENAW COUNTY SHERIFF'S OFFICE

YPSILANTI COMMUNITY SCHOOLS

By: _____
Jerry Clayton
Sheriff

By: _____
Superintendent (Date)

APPROVED AS TO FORM:

ATTESTED TO:

By: _____
Curtis N. Hedger
Office of Corporation Counsel

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