

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE AUGUST 26, 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 Stan Eldridge, Jean Hall Currie and Mike Martin

Members Absent: Trustee Scott Martin

Legal Counsel: None

PUBLIC COMMENTS

Kristen Howard, Township resident stated that she would like to be the Precinct Delegate in Precinct 15.

CONSENT AGENDA

- A. MINUTES OF THE JULY 22 2013 WORK SESSION AND REGULAR MEETING**
- B. STATEMENTS AND CHECKS FOR AUGUST 12, 2013 AND AUGUST 26, 2013**
- C. JULY 2013 TREASURER REPORT**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve the Consent Agenda. The motion carried unanimously.

SUPERVISOR REPORT

- A. REQUEST TO ACCEPT THE PROCLAMATIONS IN HONOR OF CHILDHOOD CANCER AWARENESS MONTH – SEPTEMBER 2013 AND DAWN FARM’S 40 YEAR CELEBRATION**

A motion was made by Trustee Eldridge, supported by Clerk Lovejoy Roe to accept the proclamations in honor of Childhood Cancer Awareness Month-September 2013 and Dawn Farm’s 40 Year Celebration. The motion carried unanimously.

TRUSTEE REPORT

Trustee Eldridge thanked Lt. Anuskiewicz and the Washtenaw County Sheriff Deputies for the way they handled themselves during the Greenlawn incident.

OLD BUSINESS

- 1. REQUEST TO APPROVE MASTER EXCLUSIVE LISTING AGREEMENT WITH MARK PERRY TO SELL TOWNSHIP OWNED, VACANT LAND FOR A TERM OF TERM OF ONE (1) YEAR (REMOVED FROM THE JUNE 24, 2013 REGULAR MEETING AGENDA FOR FURTHER DISCUSSION AT THE JULY 22, 2013 WORK SESSION)**

**CHARTER TOWNSHIP OF YPSILANTI
AUGUST 26, 2013 REGULAR MEETING MINUTES
PAGE 2**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve the Master Exclusive Listing Agreement with Mark Perry to sell Township owned, vacant land for a term of one (1) year and to authorize signing of the agreement (see attached). The motion carried with Supervisor Stumbo, Clerk Lovejoy Roe, Treasurer Doe and Trustee Hall Currie voting yes and Trustees Eldridge and Martin voting no.

NEW BUSINESS

- 1. REQUEST TO AUTHORIZE PAYMENT TO HABITAT FOR HUMANITY FOR THE PURCHASE OF 1169 LEXINGTON PARKWAY, 1094 RAMBLING ROAD AND 1101 RAMBLING ROAD IN THE AMOUNT OF \$90,000, BUDGETED IN LINE ITEM #101.950.000.969.010**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to authorize payment to Habitat for Humanity for the purchase of 1169 Lexington Parkway, 1094 Rambling Road and 1101 Rambling Road in the amount of \$90,000, budgeted in line item #101.950.000.969.010. The motion carried unanimously.

Rob Nissley, Habitat for Humanity Director provided a brief overview of the twenty-five properties that had been renovated in Ypsilanti Township since September of last year. He reported they had done thirty weatherization projects in addition to 10 critical care projects for Veterans. He said they were currently involved in a refrigerator replacement program.

- 2. 1st READING PROPOSED ORDINANCE NO. 2013-432, SEWAGE DISPOSAL RATE INCREASE**

Clerk Lovejoy Roe read the proposed ordinance into the record.

Jeff Castro briefly reviewed the presentation he had given in the Work Session regarding a proposed 4.5% increase of the sewer rate and a 5% increase in the water rate, resulting in a 4.75% increase for Township resident bi-monthly rates. The resulting increase for a minimal user bi-monthly fee would be \$2.23 and an average user bi-monthly fee would be \$4.43.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve the 1st Reading Proposed Ordinance No. 2013-432, Sewage Disposal Rate Increase (see attached). The motion carried as follows:

Eldridge: Yes	S. Martin: Absent	Hall Currie: Yes	Stumbo: Yes
Lovejoy Roe: Yes	Doe: Yes	M. Martin: Yes	

- 3. RESOLUTION NO. 2013-22, TEMPORARY ROAD CLOSURE FOR RUNNING FIT "RUN SCREAM RUN" 5K AND 10K RUN ON OCTOBER 12, 2013**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve Resolution No. 2013-22, Temporary Road Closure for Running Fit "Run Scream Run" 5K and 10K run on October 12, 2013 (see attached). The motion carried unanimously.

- 4. REQUEST OF RON FULTON, OCS BUILDING DIRECTOR TO AUTHORIZE LEGAL ACTION, IF NECESSARY, IN WASHTENAW COUNTY CIRCUIT COURT TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 667 N. IVANHOE AVENUE AND 1775 HOLMES ROAD**

A motion was made by Trustee Hall Currie, supported by Trustee Eldridge to authorize legal action, if necessary, in Washtenaw County Circuit Court to abate public nuisance for properties located at 667 N. Ivanhoe Avenue and 1775 Holmes Road. The motion carried unanimously.

- 5. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO APPROVE PROFESSIONAL SERVICES PROPOSAL FROM OHM FOR ARCHITECTURAL SPECIFICATION SERVICES & CONTRACT ADMINISTRATION PERTAINING TO CIVIC CENTER STRUCTURE MAINTENANCE NOT TO EXCEED \$17,000, BUDGETED IN LINE ITEM #101.970.000.971.008 PENDING BUDGET AMENDMENT APPROVAL AND AUTHORIZATION TO SEEK SEALED BIDS PERTAINING TO THE REPAIRS**

A motion was made by Trustee Hall Currie, supported by Treasurer Doe to approve the professional services proposal from OHM for Architectural Specification Services & Contract Administration pertaining to Civic Center Structure Maintenance not to exceed \$17,000, budgeted in line item #101.970.000.971.008 pending budget amendment approval and authorization to seek bids pertaining to repairs (see attached). The motion carried unanimously.

Matt Parks, OHM referred to a proposal dated July 29, 2013. He gave a brief explanation of the repairs that were needed and a review of the proposed schedule for repairs.

- 6. REQUEST OF KAREN WALLIN, HR DEPARTMENT TO APPROVE AN ADDITIONAL 457 RETIREMENT PLAN THROUGH MERS AS AN EMPLOYEE OPTION**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve additional 457 Retirement Plan through MERS as an employee option. The motion carried unanimously.

- 7. 2013 TAX RATE REQUEST – L4029**

Clerk Lovejoy Roe read the 2013 millage rates into the record.

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the 2013 Tax Rate Request – L4029 (see attached). The motion carried unanimously.

Supervisor Stumbo explained they had to wait for the election to take place on August 6, 2013 before this could be completed.

- 8. BUDGET AMENDMENT #11**

Clerk Lovejoy Roe read the Budget Amendment #11 into the record.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve Budget Amendment #11. The motion carried unanimously.

- 9. SET PUBLIC HEARING DATE OF MONDAY, SEPTEMBER 9, 2013 FOR THE 2013 SPECIAL ASSESSMENT LEVY**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to set Public Hearing date of Monday, September 9, 2013 at approximately 7:00 p.m. The motion carried unanimously.

OTHER BUSINESS

Robert Woodworth, Township resident said he had a sign on his door saying "No Solicitation" but it did not deter anyone. Discussion followed regarding the Peddler's Permit process and posting a No Trespassing sign to deter peddlers.

Mike Radzik responded by saying either course of action would work.

AUTHORIZATIONS AND BIDS

- 1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO APPROVE THE LOW PROPOSAL FROM HP DIRECT GOVERNMENT SALES FOR THE PURCHASE OF 21 CUSTOM COMPUTER WORKSTATIONS PURSUANT TO THE 2013 WORKSTATION REPLACEMENT SCHEDULE NOT TO EXCEED \$28,309, BUDGETED IN LINE ITEM #101.266.000.977.000**

A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve the proposal from HP Direct Government Sales for the purchase of 21 custom computer workstations pursuant to the 2013 Workstation Replacement Schedule not to exceed \$28,309, budgeted in line item #101.266.000.977.000. 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 7:30 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

MASTER EXCLUSIVE LISTING AGREEMENT
Vacant Land For Sale

This Master Exclusive Listing Agreement (this "Agreement") is made as of August 26, 2013, by and between CHARTER TOWNSHIP OF YPSILANTI, a Michigan municipal corporation ("Owner"), and PERRY & CO. LLC., a Michigan Limited Liability Company ("Broker").

1. The "Term" of this Agreement shall be one-year (1) commencing on September 1, 2013 and expire at 11:59 p.m., local time, in Ypsilanti, Michigan on August 31, 2014.
2. Broker represents and warrants that it is a real estate broker licensed in the State of Michigan and further warrants that it will not contract or subcontract directly with another broker licensed in the State of Michigan without prior written approval by Owner to offer for sale the real property or properties owned by Owner and listed on Exhibit A (the "Property") and as amended from time to time by Owner. Property or properties more particularly described on the attached Exhibit A may be added to or taken from based on the sole discretion of Owner. Based on such representations and warranties, Broker is hereby given an exclusive right to market the Property.
3. The sale price for the Property shall be listed on Exhibit A and payable in cash at the time of closing. The sale price and any and all other terms and conditions of sale shall be subject to the determination and approval of Owner and may be rejected by Owner for any or no reason.
4. During the Term of this Agreement, Owner shall promptly refer to Broker any inquiry with respect to the Property made by any broker or prospective buyer.
5. The Broker shall earn a commission equal to Eight percent (8%) of the total purchase price if the Property is sold without the participation of another broker. The Broker shall earn a commission equal to Ten percent (10%) of the total purchase price if the Property is sold on a cooperative basis with a broker other than a broker or agent employed by or affiliated with Broker. If the property is sold with the participation of a cooperative broker, any commission owed to the cooperative broker shall be at no additional cost to the owner and at the sole expense of broker paid out of the commission equal to Ten percent (10%) of the total purchase price if the property. A commission will be paid only when the prospective buyer and owner execute a binding development agreement including, but not limited to improvements to be constructed by buyer on the property and use of the property by buyer and purchase price is received by Owner and if the prospective buyer's offer to purchase the Property was

received by Owner no later than the expiration of the Term of this Agreement and such offer culminated in the sale of the Property to the prospective buyer; provided, however, Owner shall also be obligated to pay a commission to Broker if (a) Owner enters into a purchase agreement during the period ending Three (3) months after the expiration or termination of the Term of this Agreement with any party, (b) such agreement results in the sale of the Property to such party, and (c) Broker has notified Owner in writing prior to the expiration or termination of the Term of this Agreement of the name of such party and the date(s) that Broker showed the Property to such party. Broker shall not be entitled to receipt of a commission with respect to a transfer of Owner's interest in the Property in conjunction with the assignment, sale, merger, consolidation or any other transfer of all or substantially all of the assets and/or business of Owner, or with respect to an award or settlement in an action brought or threatened to take all or any part of the Property through the power of condemnation or eminent domain.

6. Owner shall have the right to terminate this Agreement without liability or compensation to Broker, prior to expiration of the Term, (a) for the purpose of using the Property for its operations or the operations of its affiliates (whether or not an inter-governmental/affiliate lease or sale is involved), (b) if owner and buyer do not execute a binding development agreement, (c) if Owner decides for any reason to take the Property off the market, or (d) upon five (5) days' advance notice in the event Owner is dissatisfied with Broker's performance for any reason; provided, however, the provisions of Paragraph 5 relating to termination of this Agreement shall apply in the event of a termination pursuant to this Paragraph 6(d). If Owner terminates this Agreement for one of the above mentioned reasons (other than pursuant to Paragraph 6(d)), Broker shall be reimbursed for invoiced marketing expenses up to but not exceeding actual out of pocket cash expenses paid).

7. Acting as an exclusionary provision to this Agreement, Owner has previously shown the Property to certain prospective buyers, and should such action by Owner culminate in the sale or lease of the Property to the prospective buyer(s) named below, Owner shall have no liability to pay any brokerage commission to Broker unless the exclusionary period set forth herein has elapsed at the time such sale or lease transaction closes: **[None]**

8. Broker shall defend, indemnify and hold harmless Owner from all claims, suits, judgments, costs of suit and reasonable attorney fees arising out of any claim by another broker or any finder, including any cooperating broker, and specifically including the Michigan-licensed broker referenced in Paragraph 2 above, where it is alleged that Broker agreed to split its commission, otherwise pay a fee or give any other consideration to such other broker or finder by reason of or in connection with the listing of the Property or finding a buyer for the Property.

9. Owner shall have no liability for any costs, expenses or payments to Broker of any kind except for reimbursement of preapproved marketing expenses and payment of a

commission as expressly provided herein, such commission, if any, being the sole and entire compensation of Broker, except as provided in Paragraph 6 above.

10. The Property is for sale to any party without regard to race, creed, color, religion, age, national origin, sex, physical disability, familial status or marital status and Broker and Owner shall not otherwise discriminate against a prospective buyer in violation of the equal opportunity provisions of any applicable federal, state or local law.

11. Owner shall, as reasonably requested, provide copies, to the extent in its possession, of the drawings for the building, engineering studies performed on the Property, a legal description of the Property, and any other documentation with respect to the Property that may be reasonably requested by a prospective buyer of the Property.

12. Owner shall have no liability or obligation to Broker for failure to enter into a sale agreement with a prospective buyer or for failure to close a sale pursuant to any sale agreement.

13. Broker shall use due diligence and exert its best efforts to procure a prospective buyer acceptable to Owner during the Term of this Agreement, and shall at all times act and advise Owner in a manner that is in the best interest of Owner. Broker's efforts shall include the production and distribution of such marketing materials at the expense of Seller as Broker deems advisable and approved by Seller, and the steps outlined in Broker's Marketing Proposal, as well as the following:

(a) Submit the Property to, and work with, other active real estate brokers in an effort to maximize the exposure of the Property in the marketplace; and

(b) Submit to Owner at least once per month a detailed written report with respect to (i) the number and identity of inquiries, (ii) the condition of the Property, (iii) the status of the market, (iv) trends in the area, (v) advertising efforts employed by Broker, and (vi) recommendations.

No flyers, brochures, advertisements, signs or other written descriptions of the Property and/or terms of sale shall be disseminated without Owner's prior written consent as to form and content.

14. In the event that Broker earns or is otherwise given credit for a commission or finder's fee paid by or on behalf of the buyer of the Property, the amount of any such commission or finder's fee shall be deducted from Broker's commission payable by Owner pursuant to this Agreement.

15. All communications and notices arising out of this Agreement shall be in writing and sent via certified mail, return receipt requested, or via overnight courier service, and shall be respectively addressed as follows:

OWNER:

Charter Township of Upsilanti
7200 S. Huron River Dr.
Upsilanti MI 48197

Attention: Brenda L. Stumbo
Supervisor

with a copy to:

Attention: Karen Lovejoy Roe
Clerk

BROKER:

Perry&Co.
760 Eltham Court
Ann Arbor, MI 48103-9041

Attention: Mark Perry

Either party may change its address for notice purposes by providing at least ten (10) days' prior notice to the other party in accordance with this Paragraph 15.

16. This Agreement is the entire agreement between Owner and Broker with respect to the listing of the Property, canceling and superseding any previous oral or written understandings. This Agreement can be modified only by a writing duly signed on behalf of Owner and Broker.

17. This Agreement shall be interpreted pursuant to the laws of the State of Michigan.

18. As used in this Agreement, the singular shall include the plural and the plural shall include the singular.

19. Broker may show the Property to a prospective buyer during reasonable hours, erect "For Sale" signs on the Property paid by Seller, and remove other "For Sale" signs from the Property, and Broker shall cooperate with other brokers. Owner shall not be obligated to pay any commission except as provided above.

20. This Agreement is for the personal services of Broker and may not be assigned without the prior written consent of Owner. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

21. If there is any litigation or arbitration between Owner and Broker to enforce or interpret any provisions of this Agreement or rights arising hereunder, the unsuccessful party in such litigation or arbitration, as determined by the court sitting without a jury or the arbitrator(s), shall pay to the successful party as determined by the court sitting without a jury or the arbitrator(s), all costs and expenses, including but not limited to reasonable attorney fees, incurred by the successful party, such fees to be determined by the court sitting without a jury or the arbitrator(s).

22. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Exclusive Listing Agreement as of the date first written above.

OWNER:

Charter Twp of Upsilanti

BROKER:

Perry & Co.

By: Brenda L. Stumbo

Name: Brenda L. Stumbo

Its: Supervisor

By: _____

Name: Mark Perry

Its: President

By: Karen Lovejoy Roe

Name: Karen Lovejoy Roe

Its: Clerk

Exhibit A

Property Description

Property Address	Commencement Date	Termination Date	Sale Price
2590 E. Michigan Avenue Vacant Land 5.55 acres	July 1, 2013	June 30, 2014	\$200,000
Whittaker Road Vacant Land 37.79 acres	July 1, 2013	June 30, 2014	\$5,000,000

Charter Township of Ypsilanti

Proposed Ordinance No. 2013-432

An ordinance to amend Chapter 62, Article IV, Section 62-77 of the Code of Ordinances, Charter Township of Ypsilanti, to increase sewage disposal service rates.

BE IT ORDERED BY THE CHARTER TOWNSHIP OF YPSILANTI, that:

Section 62-77 of Chapter 62, Article IV of the Code of Ordinances be revised as follows:

For all billings rendered prior to October 1, 2013, existing sewage disposal service rates shall prevail. For all billings rendered from October 1, 2013, charges for sewage disposal services shall be as provided for in Schedule A, for each bimonthly (two-month) period:

Schedule A:

Meter Size (inch)	Allowed Usage Cubic Feet	CAPITAL CHARGE		OM&R		TOTAL	
		Contract Community	All Others	Contract Communities	All Others	Contract Community	All Others
5/8-3/4	600	\$1.23	\$1.23	\$16.49	\$20.41	\$17.72	\$21.64
1	1000	\$2.08	\$2.08	\$27.57	\$34.75	\$29.65	\$36.83
1½	2100	\$4.55	\$4.55	\$56.56	\$71.44	\$61.10	\$75.98
2	4000	\$8.26	\$8.26	\$109.10	\$137.31	\$117.35	\$145.57
3	9000	\$18.59	\$18.59	\$238.09	\$307.24	\$256.68	\$325.83
4	16200	\$33.46	\$33.46	\$454.18	\$553.74	\$487.64	\$587.20
6	36000	\$74.36	\$74.36	\$979.25	\$1232.34	\$1053.61	\$1306.70
8	66000	\$136.29	\$136.29	\$1787.24	\$2251.06	\$1923.53	\$2387.34
10	102000	\$207.53	\$207.53	\$2766.51	\$3483.39	\$2974.04	\$3690.92
12	150000	\$309.77	\$309.77	\$4072.19	\$5126.45	\$4381.96	\$5436.22

For all usage in excess of allowed usage, the rate per 100 cubic feet shall be as follows:

	CAPITAL CHARGE	OM&R	TOTAL
Contract Communities	\$0.208	\$1.785	\$1.993
All Others	\$0.208	\$1.881	\$2.089

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify approval of the first reading of Proposed Ordinance No. 2013-432 by the Charter Township of Ypsilanti Board of Trustees assembled at a regular meeting held on August 26, 2013. The second reading is scheduled to be heard on September 23, 2013.

Karen Lovejoy Roe

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

**CHARTER TOWNSHIP OF YPSILANTI
RESOLUTION NO. 2013-22**

**RESOLUTION REGARDING
TEMPORARY ROAD CLOSURE**

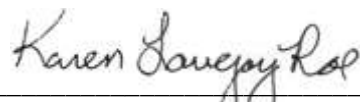
Resolution authorizing the temporary road closure of Merritt Road between Munger and Stoney Creek for runners to cross Merritt Road at Wiard's Orchard on Saturday, October 12, 2013 from 8:30 a.m. to 11:00 a.m. for the Run Scream Run 5K and 10K run to benefit the March of Dimes of Southeastern Michigan.

WHEREAS, the Charter Township of Ypsilanti Board of Trustees has approved the temporary closure of Ypsilanti Township roads as indicated above; and

WHEREAS, the Driveways, Banners, and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

NOW THEREFORE, BE IT RESOLVED that the Township of Ypsilanti Board of Trustees designates and agrees that Randal Step, Owner of Running Fit be the authorized official designee in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2013-22 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on August 26, 2013.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

July 29, 2013

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

**RE: PROPOSAL FOR ARCHITECTURAL SPECIFICATION SERVICES & CONTRACT
ADMINISTRATION
Ypsilanti Township Civic Center, Ypsilanti, MI**

Dear Supervisor Stumbo,

Thank you for the opportunity to submit this proposal for professional services for the preparation of architectural drawings & specifications for bidding. This letter presents our proposed scope of services, time schedule and fee.

Project Description

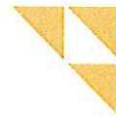
It is our understanding that the Charter Township of Ypsilanti has been experiencing water infiltration at the Township Hall and attached Court building and that the Township is working toward getting it corrected. On July 10, 2013 OHM visited the Civic Center during a rain event and observed some of the issues. The Township plans to obtain architectural drawings and specifications for use in public bidding & construction. Based on an initial field visit, potential areas of work will include, but may not be limited to:

- ✦ Concrete pavement replacement (at entries)
- ✦ Exterior grading and turf restoration
- ✦ Glazing systems (door & windows)
 - Maintenance & Repair, with 'replacement' a possibility
 - Including caulking of systems
- ✦ Mortar replacement at exterior brick facade
- ✦ Roofing (flashing & connections at skylights and parapets).
- ✦ Floor finish replacement (where damaged)
- ✦ Expansion and construction joints (repair or replace)

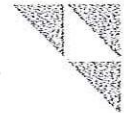
Scope of Services

OHM will work in conjunction with the Township Residential Services Director, or assigned staff, to assess the shell of the building in order to identify areas of concern and extent of work to be performed.

- ✦ **Pre Design Phase** – OHM will prepare an outline of building issues based on the review of the building shell and present to Township with an 'opinion of cost'.



- OHM will work with Township to determine a necessary preliminary budget and further to prioritize repairs if funding available is insufficient for all work proposed.
- *Deliverable– Report of Findings (5 copies plus PDF) and (1) Site Visit including meeting with Owner*
- ▼ **Preliminary Design** – OHM will prepare a preliminary set of drawings for review with Owner to verify the extent of the building areas to be addressed.
 - OHM will meet with Township to review the building areas to be addressed and determine preferred method of correction.
 - *Deliverable – Drawing Sets (2 copies plus PDF) and (1) meeting with Owner*
- ▼ **Construction Documents** - OHM will prepare scope documents to identify the proposed work to be performed by contractor.
 - Scope Documents will include specifications and drawings required to identify areas of work, including specific quantities (e.g. sq. ft. area of mortar repair, linear feet of caulking repair, etc.)
 - Specifications are to include specific product recommendations and installation methods.
 - *Deliverable – Drawing Sets & Specifications (5 copies plus PDF)*
- ▼ **Bidding & Recommendation** – OHM will prepare all documents necessary to demonstrate the general requirements of the bid process and scope of work to be performed.
 - OHM will assist the Township with the advertisement for bids.
 - OHM will attend/host a ‘pre-bid walk thru meeting’ at the building to present scope of work and answer contractor questions.
 - OHM will be responsible for responding to all Requests for Information (RFI’s) and issuing any necessary addenda to the bid documents.
 - OHM will be present at public bid opening, review all bids received and evaluate for adherence to bid documents and prepare a bid tabulation table of bids received and reviewed.
 - OHM will conduct a post-bid interview with qualified low bidder.
 - OHM will make a final recommendation to the Township and will assist in the Award of Contract process when a final selection is made and approved by the Township.
 - *Deliverable – Written assessment of bids received, bid tabulation and letter of recommendation (2 copies plus PDF), attendance at (3) meetings: walk thru, bid opening and Township Board meeting awarding the contractor.*
- ▼ **Construction Contract Administration** – OHM will be available for construction contract administration services for the duration of the project to assist the facilities department.
 - OHM will make weekly site visits, adjusted as necessary per contractors proposed timeline, for field observation and recording of work performed.
 - OHM will assist in verification of work completed for approval of all payments requests by contractor (or suppliers).



- OHM will perform a final walk thru to evaluate work completed and prepare a final punch list for the contractor and close out report for Township.
- *Deliverable – Written Punch List & Closeout Report (2 copies plus PDF) and (8) site visits for construction observation plus (1) final walk thru.*

Fee

We will perform the above services for an hourly fee not to exceed \$17,000, at our agreed upon rate schedule (2009 rates). Additional inspection, if deemed necessary, can be performed for an hourly rate of \$113.00 per hour.

Should you require services beyond that described in the scope of services above, compensation will be provided to OHM based on the attached hourly rates plus reimbursable expenses.

Additional Services

Should the client require services beyond the scope of work outlined above, additional fees may apply and will be addressed on an as-needed basis. Services associated with the following are not included in the scope of basic services of this Agreement and may be provided as an additional service subject to written acceptance by both parties:

- Infrared Study of roof and building shell
- Topographic and or Boundary Surveys, Civil Engineering
- Promotional materials, including exterior renderings, presentation materials
- Additional observation not listed in the scope

Time Schedule

OHM is prepared to begin immediately upon receipt of a signed agreement, anticipating four weeks needed for preparation of bid documents, allowing for the commencement of construction no sooner than October 1.

Acceptance


If this proposal is acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed. Thank you for giving us the opportunity to be of service. We look forward to working with you on this project.

Orchard, Hiltz, & McCliment, Inc.
CONSULTANT

Charter Township of Ypsilanti
CLIENT



(Signature)



Brandon M. Kritzman AIA

(Name)

Brenda L. Stumbo

Senior Architect

(Title)

Supervisor

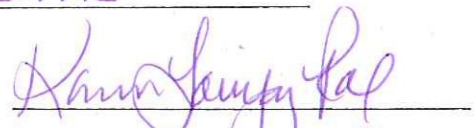
July 29, 2013

(Date)

8/27/13

Cc: Matt Parks
Jeff Allen, Residential Services Director

(Signature)



(Name)

Karen Lodgeby Roe

(Title)

Clerk

(Date)

8/27/13

2013 Tax Rate Request (This form must be completed and submitted on or before September 30, 2013)
MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes Washtenaw	2013 Taxable Value of ALL Properties in the Unit as of 5-28-13 1,129,651,969
Local Government Unit Requesting Millage Levy Charter Township of Ypsilanti	For LOCAL School Districts: 2013 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties.

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2013 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2012 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2013 Current Year "Headlee" Millage Reduction Fraction	(7) 2013 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Allocated	Gen Op		1.1160	1.0322	1.0000	1.0322	1.0000	1.0322		1.0322	N/A
Voted	Fire Prot	8/6/13	3.1250	3.1250	1.0000	3.1250	1.0000	3.1250		3.1250	2016
Voted	Sld Wst	8/6/13	2.1550	2.1550	1.0000	2.1550	1.0000	2.1550		2.1550	2016
Voted	Police	8/6/13	5.9500	5.9500	1.0000	5.9500	1.0000	5.9500		5.9500	2016
Voted	Rec/BP	8/6/13	1.0059	1.0059	1.0000	1.0059	1.0000	1.0059		1.0059	2016
PA 235	F Pen/HC	N/A						1.0000		1.0000	N/A

Prepared by Linda Gosselin	Telephone Number (734) 487-4927	Title of Preparer Assessor	Date 8/19/13
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature <i>Karen Lovejoy Roe</i>	Print Name Karen Lovejoy Roe	Date 08/27/13
<input type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson	Signature <i>Brenda L. Stumbo</i>	Print Name Brenda L. Stumbo	Date 08/27/13
<input checked="" type="checkbox"/> President			

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only: Complete if requesting millage to be levied. See STC Bulletin 2 of 2013 for instructions on completing this section.	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

CHARTER TOWNSHIP OF YPSILANTI

2013 BUDGET AMENDMENT #11

August 26, 2013

101 - GENERAL OPERATIONS FUND

Total Increase \$86,250.00

Increase contribution - land bank for removal of asbestos by EME at Liberty Square to promote community stabilization approved at the July board meeting. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$69,250.00
			<u>\$69,250.00</u>
		Net Revenues	<u><u>\$69,250.00</u></u>
Expenditures:	Contribution - Land Bank	101-950-000-969.011	\$69,250.00
			<u>\$69,250.00</u>
		Net Expenditures	<u><u>\$69,250.00</u></u>

Increase for contract of OHM and authorization to seek bids not to exceed a total of \$17,000 for professional services and repair of Civic Center. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$17,000.00
			<u>\$17,000.00</u>
		Net Revenues	<u><u>\$17,000.00</u></u>
Expenditures:	Capital Outlay - Improvement	101-970-000-971.008	\$17,000.00
			<u>\$17,000.00</u>
		Net Expenditures	<u><u>\$17,000.00</u></u>

206 - FIRE FUND

Total Increase \$12,070.00

Increase truck maintenance for damage to Engine 14-1 from 5/22/13. This is to be funded by reimbursement from Michigan Municipal Insurance check dated 7/12/13.

Revenues:	Misc Revenue _ Insurance Reimbursement	206.000.000.694.004	\$12,070.00
			<u>\$12,070.00</u>
		Net Revenues	<u><u>\$12,070.00</u></u>
Expenditures:	Auto & Truck Main Station #1	206.206.000.863.001	\$12,070.00
			<u>\$12,070.00</u>
		Net Expenditures	<u><u>\$12,070.00</u></u>

230 - RECREATION FUND

Total Increase \$3,300.00

Increase for new Senior Nutrition Program Grant at the Community Center. The total grant is \$13,200 runs annually from October 1st to September 30th. Only one quart needs to be budgeted for 2013. This is funded by a Federal Grant through Washtenaw County.

Revenues:	Federal Grant - Other	230.000.000.529.000	\$3,300.00
			<u>\$3,300.00</u>
		Net Revenues	<u><u>\$3,300.00</u></u>
Expenditures:	Senior Nutrition Program	230-751-000-890.000	\$3,300.00
			<u>\$3,300.00</u>
		Net Expenditures	<u><u>\$3,300.00</u></u>

595-MOTORPOOL FUND

Total Increase \$12,000.00

Increase the budget to pay for upgrading our fleet through maintenance and repairs provided by YCUA. This is funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	595.000.000.699.000	\$12,000.00
			<u>\$12,000.00</u>
		Net Revenues	<u><u>\$12,000.00</u></u>
Expenditures:	Contract Service Auto/Equip Maint	595-595-000-818.033	\$12,000.00
			<u>\$12,000.00</u>
		Net Expenditures	<u><u>\$12,000.00</u></u>

Motion to Amend the 2013 Budget (#11):

Move to increase the General Fund budget by \$86,250 to \$9,644,827 and approve the department line item changes as outlined.

Move to increase the Fire Fund budget by \$12,070 to \$4,964,852 and approve the department line item changes as outlined.

Move to increase the Recreation Fund budget by \$3,300 to \$927,710 and approve the department line item changes as outlined.

Move to increase the Motor Pool Fund budget by \$12,000 to \$292,697 and approve the department line item changes as outlined.