

**CHARTER TOWNSHIP OF YPSILANTI  
MINUTES OF THE OCTOBER 14, 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, Mike Martin and Scott Martin

**Members Absent:** None

**Legal Counsel:** Wm. Douglas Winters

**PUBLIC COMMENTS**

Jo Ann McCollum, Township resident stated she had attended the Park Commission meeting and was not able to obtain a current meeting agenda. She expressed her concern about some parks closing. She did not voice her concern at the Park Commission meeting since awareness of those plans came after the public comment section. Discussion followed on the election of Park Commissioners and the fact that the Township Board would have the opportunity to hear discussion and vote on the Parks and Recreation Master Plan. She also voiced concern that the Visit Ypsi website wasn't properly updated for the Township portion.

Arloa Kaiser, Township resident voiced her satisfaction on the clean-up effort of the Sesi property. She asked about the cost for the AAATA expansion and if the township would be able to leave the authority. She also questioned what the township received from joining AAATA. She asked about a timeframe for the utilization of the State Police post by the Township and expressed concern about YCUA's method of flushing hydrants.

Susan Moeller, City of Ypsilanti resident and member of the City Council asked for reconsideration of the denial of a liquor license for the Blue Wolf Grill and voiced her support for approval.

Judy Morey, Township resident read her email into the record providing her support for the Blue Wolf Grill to obtain a liquor license (see attached).

Tony Wamsley, Township resident voiced his support for the Blue Wolf Grill and their quest to obtain a liquor license.

Jim Downing, Ann Arbor resident asked for consideration of a liquor license for the Blue Wolf Grill.

Cynthia Kincaid, Township resident that lives around the corner from Blue Wolf Grill, spoke in favor of granting a liquor license.

Bert Greene, Township resident that lives in close proximity of the restaurant also supported granting a liquor license.

Joyce Lindeman, Township resident also living in the neighborhood, voiced her support in favor of granting a liquor license for the Blue Wolf Grill.

Blair Bayha, Township resident and neighbor to several of the previous residents, discussed the good reputation of the owners of the Blue Wolf Grill.

Johnathan Downing, Township resident supported the Blue Wolf Grill obtaining a liquor license.

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Emails regarding the Blue Wolf Grill liquor license will be included as an attachment to the Minutes (see attached).

**CONSENT AGENDA**

- A. MINUTES OF THE SEPTEMBER 23, 2013 WORK SESSION AND REGULAR MEETING**
- B. STATEMENTS AND CHECKS**

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

**TRUSTEE REPORT**

No discussion.

**ATTORNEY REPORT**

- A. GENERAL LEGAL UPDATE**

It was reported that this presentation would be under New Business.

**OLD BUSINESS**

- 1. REQUEST OF ART SERAFINSKI, RECREATION DIRECTOR TO APPROVE SENIOR NUTRITION PROGRAM AGREEMENT WITH WASHTENAW COUNTY THAT WILL BE FULLY FUNDED THROUGH FEDERAL GRANT AND TO AUTHORIZE SIGNING OF THE AGREEMENT (PREVIOUSLY APPROVED AT THE REGULAR MEETING HELD SEPTEMBER 23, 2013)**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve the request of Art Serafinski, Recreation Director to approve the Senior Nutrition Program Agreement with Washtenaw County that will be fully funded through a Federal Grant and to authorize the signing of the Agreement (see attached). The motion carried unanimously.**

Supervisor Stumbo stated this contract would make it possible to continue the hot meal service for seniors at the Community Center and will be funded completely by a federal grant.

**NEW BUSINESS**

- 1. REQUEST TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH FOR SUPPORT RELATED TO ENVIRONMENTAL CORRECTION ACTION PROGRAM AND FUTURE DEVELOPMENT AT WILLOW RUN RACER TRUST SITE NOT TO EXCEED \$10,000, BUDGETED IN LINE ITEM #101.956.000.801.110 AND TO AUTHORIZE SIGNING OF THE PROPOSAL**

**A motion was made by Treasurer Doe, supported by Clerk Lovejoy Roe to approve the Professional Services Agreement with Tetra Tech for support related to the Environmental Correction Action Program and Future Development at Willow Run Racer Trust Site not to exceed \$10,000, budgeted in line item #101.956.000.801.110 and to authorize signing of the proposal (see attached). The motion carried unanimously.**

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Supervisor Stumbo introduced Dr. Joh Kang of Tetra Tech. She explained this contract would allow the township to retain professional services to review the environmental cleanup of the GM RACER site, currently in the demolition and redevelopment process. She stated particular attention would be given to the issues of storm water run-off and potential groundwater contamination.

**2. REQUEST OF CHARLES MOLINA & CHERI JACKSON FOR A TAVERN  
LICENSE FOR BLUE WOLF GRILL LOCATED AT 2333 WASHTENAW  
(Liquor Committee Meeting held October 11, 2013)**

Supervisor Stumbo explained that Treasurer Doe, Trustees Stan Eldridge and Scott Martin comprised the Liquor Committee but Trustee Scott Martin had been unable to attend the October 11, 2013 meeting.

Trustee Eldridge provided an overview and update of the October 11, 2013 Liquor Committee meeting, recapping the concerns regarding the Tavern License. He said this was the second meeting of the Liquor Committee, the first of which had resulted in tabling this request for more research regarding possible expansion of the business. He confirmed the owners were aware the proposed expansion would not be allowed for several reasons. He stated the Liquor Committee also had issues with the length of time they had been in business, stability for potential future growth and inability of the current building to accommodate any expansion. The Liquor Committee felt these reasons could compel the applicants to move from our community, taking with them yet another license. Mr. Eldridge explained that Ypsilanti Township had authorization from the State Liquor Control Commission for 36 licenses, of which 31 currently are issued; and out of that number, 18 were no longer in Ypsilanti Township, resulting in a 58% loss. Trustee Eldridge said they had discussed the possibility of retaining a license that was currently in escrow, but realized they were much more expensive. The Liquor Committee had also researched the possibility for the Michigan Liquor Control Commission to sanction an agreement, which will allow the license to return to the Township if the applicants decided to leave the community any time in the future. Mr. Eldridge said the Liquor Control Commission declined. He explained a denial of this application in no way reflected against the character of the applicants or the quality product this establishment served. He hoped to leave the application open for future discussion rather than actually declining it at this time.

Treasurer Doe recommended that the Board refund the applicants fee at this time and if the restaurant was able to expand to a larger site within the Township he would be more than happy for them to reapply.

John Molina, father of owner, Charles Molina and financial backer of the Blue Wolf Grill gave testimony to the couple's dedication and their efforts to start their business in Ypsilanti Township. He said that they had signed a four- year lease. He said they still planned to add a patio on the front of the building that would seat an additional thirty people in order to expand their growing business, still in the Township. He appealed to the Board now, for their support as they had supported Ypsilanti Township.

Charles Molina and Cheri Jackson, owners of the Blue Wolf Grill and applicants for the license provided a brief history of their business.

Supervisor Stumbo voiced her concern that the needed expansion would take them out of the Township and asked if they could provide lease information and a business plan for the Liquor Committee's review, which they indicated they would be happy to comply.

The owners expressed interest in the vacant Pizza Hut building, but stated they had not been able to find any information on the site.

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Trustee Mike Martin asked what percentage of their clientele was lunch and what percentage was dinner.

The owners said their business was 60% for lunch and 40% dinner at this time, but believed the percentage for dinner would be more if they could serve beer and wine.

Trustee Martin commented on the excellent quality of their food and requested this item be tabled for further review.

Trustee Eldridge asked Joe Lawson, Planning Director if the proposed patio expansion would require additional parking.

Discussion followed on the issue of parking.

Clerk Lovejoy Roe asked about the possibility of having later hours if they were able to obtain a license.

Charles Molina said that was the plan and they would be serving Michigan based products. She mentioned the Reimagine Washtenaw project and the impact it might have on their business.

**The Board agreed to take no action on this agenda item.**

Supervisor Stumbo explained the Clerk's office would follow up by scheduling another meeting with the Liquor Committee and explained what additional information they would need to bring to that meeting. She said they would work with Joe Lawson in the Planning Department to procure contact information for the building they had expressed an interest in and asked Attorney Winters to pursue a legal agreement stating their intent to remain in the Township.

Blair Bayha voiced his concern regarding the process for informing a prospective tenant about the future property usage of any property.

Supervisor Stumbo explained the process of due diligence was the responsibility of the business.

Johnathan Downing stated his hope that Reimagine Washtenaw could foresee a future with the Blue Wolf Grill in it.

Judy Morey stated she was favorably impressed with this discussion.

**3. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO APPROVE AGREEMENT WITH POINT & PAY TO PROCESS CREDIT CARD PAYMENTS FOR BS&A SOFTWARE TRANSACTIONS AND TO AUTHORIZE SIGNING OF THE AGREEMENT**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to approve the request of Travis McDugald, IS Manager to approve the agreement with Point & Pay to process credit card payments for BS&A Software transactions and to authorize signing of the agreement (see attached). The motion carried unanimously.**

Trustee Scott Martin asked if this was an expense to the Township.

Treasurer Doe explained there was a 3% fee for the credit card holder, not the Township. He said it had been set up that way because, in the past, when residents paid their taxes with credit cards, the Township had to pay \$60,000 to \$70,000 in fees.

**4. REQUEST OF ELKS, ANNA G. PARKER TEMPLE #1283 FOR A CHARITABLE GAMING LICENSE FOR EVENT HELD AT 1405 ECORSE ROAD**

**A motion was made by Trustee Eldridge, supported by Treasurer Doe to approve the request of Elks, Anna G. Parker Temple #1283 for a Charitable Gaming License for event held at 1405 Ecorse Road. The motion carried unanimously.**

Lavina Love, a representative of the Elks explained the charitable event was for seniors, children and educational purposes in Ypsilanti Township.

**5. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION, IF NECESSARY, TO ABATE PUBLIC NUISANCE FOR PROPERTIES LOCATED AT 2260 E. MICHIGAN AVENUE AND 6480 RAWSONVILLE, BUDGETED IN LINE ITEM #101.950.000.801.023**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve request of Mike Radzik, OCS Director for authorization to seek legal action, if necessary, to abate public nuisance for properties located at 2260 E. Michigan and 6480 Rawsonville, budgeted in line item #101.950.000.801.023.**

Mike Radzik, OCS Director provided a brief overview of both locations.

Discussion followed regarding a prospective buyer for the property at 2260 E. Michigan; a national company that dealt in scrap metal and the possibility of a change in zoning with the Master Plan regarding E. Michigan Avenue.

**The motion carried unanimously.**

**6. RESOLUTION NO. 2013-28, APPROVAL OF CHARTER TOWNSHIP OF YPSILANTI FIRE DEPARTMENT PARTICIPATION IN WASHTENAW COUNTY MUTUAL AID BOX ALARM SYSTEM DIVISION**

**A motion was made by Treasurer Doe, supported by Trustee Eldridge to approve Resolution No. 2013-28, for approval of Charter Township of Ypsilanti Fire Department participation in Washtenaw County Mutual Aid Box Alarm System Division. The motion carried unanimously.**

Supervisor Stumbo asked if the inter local agreement would come back to the Board.

Chief Copeland explained this arrangement would replace the thirty-year old agreement for mutual aid and the agreement itself would come back to the Board, the Resolution was just the formal step to show our involvement at the County level.

**7. REQUEST OF ERIC COPELAND, FIRE CHIEF TO AUTHORIZE THE PURCHASE OF TURNOUT GEAR IN THE AMOUNT OF \$17,640 FUNDED BY FEDERAL GRANT, WITH MATCHING FUNDS OF \$5,667.22, BUDGETED IN LINE ITEM #206.970.000.979.001**

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Eldridge to approve the request of Eric Copeland, Fire Chief to authorize the purchase of turnout gear in the amount of \$17,640 funded by a Federal Grant, with matching funds of \$5,667.22, budgeted in line item #206.970.000.979.001 contingent upon a Budget Amendment approval. The motion carried unanimously.**

**8. BUDGET AMENDMENT #14**

Clerk Lovejoy Roe read Budget Amendment #14 into the record.

**A motion was made by Clerk Lovejoy Roe, supported by Trustee Hall Currie to approve Budget Amendment #14 (see attached). The motion carried unanimously.**

**9. SET PUBLIC HEARING DATE OF MONDAY, OCTOBER 28, 2013 AT APPROXIMATELY 7:00 P.M. – REQUEST OF INTERCLEAN EQUIPMENT, INC., LOCATED AT 709 JAMES L. HART PARKWAY IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to set a Public Hearing date of Monday, October 28, 2013 at approximately 7:00 p.m. – to hear the request of Interclean Equipment, Inc., located at 709 James L. Hart Parkway in Ypsilanti Township, for an Industrial Facilities Exemption Certificate. The motion carried unanimously.**

**OTHER BUSINESS**

The Board agreed to add the following item to the Agenda under Other Business.

**REQUEST TO PURCHASE 1540 S. HARRIS FOR HABITAT FOR HUMANITY WITH THE TOWNSHIP ADVANCING THE FUNDS IN THE AMOUNT OF \$62,501 PLUS CLOSING COSTS TO BE REIMBURSED**

**A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to purchase 1540 S. Harris for Habitat for Humanity with the Township advancing the funds in the amount of \$62,501 plus closing costs to be reimbursed. This was the HUD First Look Program. The motion carried unanimously.**

**ADJOURNMENT**

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

The meeting adjourned at approximately 8:35 p.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor  
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti

Zimbra

bstumbo@ytown.org

**FW: Blue Wolf Grill**

**From :** [Redacted] g [Redacted] f [Redacted]

Mon, Oct 14, 2013 08:14 AM

**Subject :** FW: Blue Wolf Grill

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**To :** 'ldoe@ytown.org' <ldoe@ytown.org>,  
'bstumbo@ytown.org' <bstumbo@ytown.org>,  
'klovejoyroe@ytown.org' <klovejoyroe@ytown.org>,  
'jcurrie@ytown.org' <jcurrie@ytown.org>,  
'mmartin@ytown.org' <mmartin@ytown.org>,  
'smartin@ytown.org' <smartin@ytown.org>,  
'seldridge@ytown.org' <seldridge@ytown.org>

**From:** Downing, James I

**Sent:** Monday, October 14, 2013 8:02 AM

**To:** 'ldoe@ytown.org'; 'bstumbo@ytown.org'; 'klovejoyroe@ytown.org'; 'jcurrie@ytown.org'; 'mmartin@ytown.org'; 'smartin@ytown.org'; 'seldridge@ytown.org'

**Subject:** Blue Wolf Grill

I am writing to you to express my encouragement and hope that the Blue Wolf Grill be granted a liquor license.

This is a fine restaurant that I take my clients and family to on occasion, and would frequent more if a liquor license was granted.

That area/building has been under different ownerhips/restaurants for some time... the Blue Wolf Grill has been a welcome addition. It serves delicious dinners! I would hope that the board would grant this business the ability to grow and expand its customer base.

The restaurant is growing, adding jobs, and bringing dollars in the local economy. Please approve the license.

I would welcome the opportunity to talk to you by phone regarding this if you desire. My contact information is below.

Thank you,  
Jim

[Redacted contact information]

[Redacted signature]

[Redacted phone number]

>>>>>>>

[Redacted footer text]

Zimbra

bstumbo@ytown.org

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**Re: Liquor License Applicaton**

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**From :** Karen Lovejoy Roe  
<klovejoyroe@ytown.org>

Mon, Oct 14, 2013 12:48 AM

**Subject :** Re: Liquor License Applicaton

(2)

**To :** Loretta Carbone

[REDACTED] il. [REDACTED]

**Cc :** bstumbo@ytown.org, ldoe@ytown.org,  
jcurrie@ytown.org,  
mmartin@ytown.org,  
smartin@ytown.org, Stan Eldridge  
<MIPANTHERS@aol.com>

Hello Mr. and Mrs. Carbone,

Thank you for the email and for sharing your support for the Blue Wolf Grill. It is a great restaurant and a wonderful addition to the Washtenaw Avenue corridor! This item is on the agenda for the Township Board meeting on Monday, October 14, 2013. The meeting will begin at 7:00 p.m. Karen Lovejoy Roe

Sent from my iPad

On Oct 13, 2013, at 5:52 PM, Loretta Carbone [REDACTED] il. [REDACTED] wrote:

Dear Ypsilanti Township Board,

We are writing to encourage you to approve a license to allow the Blue Wolf Grille to sell beer and wine. My wife and I are regulars at the Blue Wolf and would like to see them be able to expand their beverage offerings. As Ypsilanti residents, we really appreciate their emphasis on foods from Michigan and appreciate their presence in our community. They claim to be committed to remaining in our community, and we take them at their word.



Sincerely,

Jim and Lorrie Carbone

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*Courage does not always roar- sometimes it is the quiet voice at the end of the day that says I think I will try again tomorrow.*

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Zimbra

bstumbo@ytown.org

**Re: Blue Wolf Grill Liquor License**

**From :** Karen Lovejoy Roe  
<klovejoyroe@ytown.org>

Mon, Oct 14, 2013 12:43 AM

3

**Subject :** Re: Blue Wolf Grill Liquor License

**To :** Kristen Cox  
[Redacted]@[Redacted].m

**Cc :** bstumbo@ytown.org, ldoe@ytown.org,  
jcurrie@ytown.org,  
mmartin@ytown.org,  
smartin@ytown.org,  
seldridge@ytown.org

Hello Ms. Cox,

The request for a Liquor License for the Blue Wolf Grill is on the agenda for the Township Board meeting on Monday night, October 14, 2013. The meeting begins at 7:00 p.m. This will be the first time this item will considered by the Township Board. Thank you for the email and for sharing your support of the Blue Wolf Grill. I agree with you that it is a great restaurant and wonderful addition to the Washtenaw Avenue corridor! Karen Lovejoy Roe

Sent from my iPad

On Oct 13, 2013, at 4:35 PM, Kristen Cox

[Redacted] l. [Redacted] :

> Dear Council Members,

>

> As a member of the Ypsilanti Township community, I am writing to express my concern over the council's recent unwillingness to grant the Blue Wolf Grill a liquor license.

>

> I believe that this restaurant is an asset to our

community. They are thriving in an area where locally sourced, healthful, unique food is almost non-existent. They are filling a niche in the Ypsilanti Township community that very few restaurant outside of the downtown areas can claim to do.

>

> Granting them a liquor license would not only help their local business, but would also help all of the Michigan businesses from which Blue Wolf purchases their food and, with the license, alcohol. Granting them a liquor license is not just about allowing their patrons to enjoy a local beer or wine with dinner, but it is also about encouraging people to invest back into their communities.

>

> Therefore, I hope that before tomorrow's meeting the council will reconsider its position on saving the available liquor licenses for "big box" restaurants and will grant one to the Blue Wolf Grill.

>

> Thank for your time and consideration.

>

> Kristen Cox

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il. ■

Zimbra

bstumbo@ytown.org

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**Concern from Ypsi resident Cindy Hagelin**

4

**From :** [REDACTED]

Mon, Oct 14, 2013 12:08 AM

**Subject :** Concern from Ypsi resident Cindy Hagelin

**To :** bstumbo@ytown.org

**Reply To :** [REDACTED] e. [REDACTED]

Hello,

I understand there is a preliminary meeting on Monday, Oct. 14th for a recommendation that the Blue Wolf Grill be granted a beer and wine license.

This new restaurant is very close to my residence and I would like consideration be given for them to have a license for beer and wine. It would be a lovely addition to their menu!

Please consider my input when you vote on this.

Thanks so much,

Cindy Hagelin

[REDACTED]

Zimbra

bstumbo@ytown.org

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**YTown: Blue Wolf Grille Liquor License**

**From :** YTown Webmaster  
<webmaster@ytown.org>

Sun, Oct 13, 2013 11:02 PM

**Subject :** YTown: Blue Wolf Grille Liquor License

**To :** bstumbo@ytown.org

**Reply To :** jean schneider

██████████ c. ██████

This is an enquiry email via <http://ytown.org/> from:  
jean schneider ██████████ c. ██████


I understand the request for a liquor license for the Blue Wolfe Grille is going to be denied. What are you thinking?! That they are going to leave? THEY ARE HERE TO STAY. This is very short sighted thinking on the Trustees' part. If this isn't granted I hope the restaurant moves to the City of Ypsilanti where they will be appreciated!

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Zimbra

bstumbo@ytown.org

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**Blue Wolf's Liquor Licence****From :** Willa Rae Adamo

Sun, Oct 13, 2013 10:35 PM

[REDACTED] h. [REDACTED]

**Subject :** Blue Wolf's Liquor Licence**To :** bstumbo@ytown.org,  
klovejoyrow@ytown.org,  
ldoe@ytown.org, jcurrie@ytown.org,  
mmartin@ytown.org,  
smartin@ytown.org,  
seldridge@ytown.org

Hello! My name is Willa Rae Adamo. I am a student at University of Michigan. I am an Ypsi resident by choice, preferring the community and environment of your city to that of a college town.

I frequent the Blue Wolf Grill and encourage my friends from Ann Arbor to meet me at the Wolf for dinner almost weekly. We love supporting a family-run establishment and their food is amazing for the price. We would really enjoy being able to have a beer with our dinner and I just wanted to write to you and ask you personally to grant them their liquor licence. They are great people

and deserve the best.  
Sincerely, Willa

Willa Rae Adamo  
Undergraduate Student  
Women's Studies  
University of Michigan

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Zimbra

bstumbo@ytown.org

**YTown: Blue Wolf Grille Liquor License**

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**From :** YTown Webmaster  
<webmaster@ytown.org>

Sun, Oct 13, 2013 10:22 PM

**Subject :** YTown: Blue Wolf Grille Liquor License

**To :** bstumbo@ytown.org

**Reply To :** Martha Guest [REDACTED] [REDACTED]

This is an enquiry email via <http://ytown.org/> from:  
Martha Guest [REDACTED] [REDACTED]

Hello,

My name is Martha Guest and I'm an Ypsilanti Township resident. I'm writing to express my support of the Blue Wolf Grille's application for a liquor license. I go to the Blue Wolf often. The food is fantastic, the owners are hard-working and friendly and I really want them to succeed. They want to make a place for themselves here in Ypsilanti (not Ann Arbor!) and I think it's important to support this local business. A liquor license would be a great addition to their offerings. Please approve their application. Thank you.

Sincerely,  
Martha Guest  
[REDACTED] [REDACTED]t



Zimbra

bstumbo@ytown.org

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**Blue Wolf restaurant****From :** Elyse Cawetzka

Sun, Oct 13, 2013 09:19 PM

[REDACTED]@il.

**Subject :** Blue Wolf restaurant**To :** bstumbo@ytown.org

Ms. Stumbo and Board Members -

I am writing on behalf of The Blue Wolf restaurant on Washtenaw Ave. I understand they may be denied a liquor license from the township. My family, friends and I have eaten at this restaurant many times and have been pleased every time. When I have recommended the Blue Wolf to out of town friends, they have told me how much they enjoyed it as well. It is a small business that is doing well, from my observations, with young owners who are committed to this area and its customers. Frankly, it is confusing why they would not be given a license when they can do so much for our area. Washtenaw Ave. is certainly in decline, especially in their immediate area, yet we would enjoy giving our dinner and drinks money to people like the Blue Wolf owners instead of going into Ann Arbor. The Blue Wolf staff is wonderful with the owner often doing multiple tasks herself. They are truly helping the township and the Washtenaw Ave. restaurant ambiance. Please allow your citizens to enjoy this charming restaurant with the addition of alcohol, and allow them a liquor license. We need more people like the owners and their restaurant in our area. Please don't chase them away by not being supportive of their attempts to improve this community's dining experience.

Sincerely,  
Martha Cawetzka

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Zimbra

bstumbo@ytown.org

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**Blue Wolf Grille****From :** Valerie Kabat [REDACTED]

Sun, Oct 13, 2013 05:00 PM

**Subject :** Blue Wolf Grille**To :** bstumbo@ytown.org

Hi, Brenda-

I usually try to stay out of politics, but I just received an email asking that any of us who support the Blue Wolf Grille's request for a liquor license make our support known to the Township Board.

I don't know if you've eaten there, but it's a delightful little restaurant, owned by a young couple who had a dream. And they seem to be making it work - which I have to admit I thought was a long shot when they opened. Good for them!

I think it would be a real plus for them to be able to see beer and wine (at least). Who knows, they may become so successful that they'll have to move into a larger building and pay more taxes! :)

Thanks for listening.

-Val

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Zimbra

bstumbo@ytown.org

**Blue Wolf Grill**

10

**From :** Alex Jennings  
[REDACTED]

Sun, Oct 13, 2013 12:21 AM

**Sender :** bexhet okay  
[REDACTED]

**Subject :** Blue Wolf Grill

**To :** bstumbo@ytown.org

**Cc :** klovejoyrow@ytown.org,  
ldoe@ytown.org, jcurrie@ytown.org,  
mmartin@ytown.org,  
smartin@ytown.org,  
seldridge@ytown.org

I would greatly appreciate the Blue Wolf Grill restaurant in Ypsilanti, MI be granted their beer and wine license. They provide a lot of business to the local and state community as they source a lot of local ingredients and support the Michigan economy. I am positive expanding their business capacity would have a positive effect on the community and economy.

Thank you for your time.

Sincerely,  
Alex Jennings  
Ypsilanti township native

Zimbra

bstumbo@ytown.org

**Blue Wolf Grill - liquor license**

11

**From :** Daryl Graus

Sat, Oct 12, 2013 05:02 PM

[Redacted] nip. [Redacted]

**Subject :** Blue Wolf Grill - liquor license

**To :** 'bstumbo@ytown.org' <bstumbo@ytown.org>, 'klovejoyrow@ytown.org' <klovejoyrow@ytown.org>, 'ldoe@ytown.org' <ldoe@ytown.org>, 'jcurrie@ytown.org' <jcurrie@ytown.org>, 'mmartin@ytown.org' <mmartin@ytown.org>, 'smartin@ytown.org' <smartin@ytown.org>, 'seldridge@ytown.org' <seldridge@ytown.org>

Ypsilanti Township Board of Trustees;

As a resident (Rue Deauville Blvd.) of Ypsilanti Township and a somewhat frequent patron of the Blue Wolf Grill on Washtenaw Avenue, I would like to convey my support for the owners' request for a liquor license. This is a great little local restaurant. If you haven't had the opportunity to dine there yet, I highly recommend it! The food is excellent, as is the service. It is exactly this type of local business that the Township should do all that it can to support.

My feeling is that this business is going to make it, with or without a liquor permit, and with or without Ypsilanti Township. My concern is that if not approved, they may relocate to one of our neighboring communities who will grant them a liquor license and the Township will be stuck with one more vacant building.

Thank you for your time and consideration,

Sincerely yours,

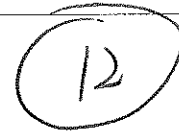
*Daryl Graus*

[Redacted signature block]

Zimbra

bstumbo@ytown.org

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**Blue Wolf Grill**

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**From :** [REDACTED]

Sat, Oct 12, 2013 02:42 PM

**Subject :** Blue Wolf Grill**To :** bstumbo@ytown.org

Ypsilanti needs the Blue Wolf Grill to succeed ! It's a classy , clean , family run , restaurant with a imaginative , fresh and creative menu that everyone loves. The only thing missing is the availability to serve beer and wine. The menu cries out for a beer with their one of a kind smoked beef sandwich , with Guinness au jus, and a glass of Chardonnay with their grilled salmon filet with fresh fruit salsa! The dining room's leather chairs, tables and self made artwork is the perfect place to enjoy a complete wining and dining experience .check out their reviews and listen what their existing customers are saying about the BWG. A beer and wine license there benefits the city of Ypsilanti because it creates more positive things to do in Ypsilanti and brings people from Ann Arbor out to see the new look Ypsilanti! Please don't let this nicely run restaurant fail and sign yes to allow a beer and wine license for the deserving Blue Wolf Grill!

David Young

Sent from my iPhone

Zimbra

bstumbo@ytown.org

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**Support for Blue Wolf Grill**

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13

**From :** David Gilligan

Sat, Oct 12, 2013 12:32 PM

[REDACTED] k. [REDACTED]

**Subject :** Support for Blue Wolf Grill**To :** bstumbo@ytown.org,  
klovejoyroe@ytown.org,  
ldoe@ytown.org, jcurrie@ytown.org,  
mmartin@ytown.org,  
smartin@ytown.org,  
seldridge@ytown.org

To Ypsilanti Township Board Members,

I am writing you to let you know that I support the Blue Wolf Grill having beer and wine. I think they are a very unique addition to our community and not showing support for their success would be a big mistake. If you have ever eaten there you would understand that they are something special and not the typical restaurant. They are the best thing to hit Washtenaw Rd in quite some time. Please read the reviews and the articles written about them on the internet and at Ann Arbor news. I hope you will find that they have a very strong following in the area and are very welcomed here.

Thanks for your time,

- David H.



Judith Morey [REDACTED]

**(no subject)**

1 message

Judith Morey [REDACTED]

Sun, Oct 13, 2013 at 11:05 AM

For: Supervisor Brenda Stumbo  
Clerk Karen Lovejoy Roe  
Treasurer Larry Doe  
Trustee Jean Hall Currie  
Trustee Mike Martin  
Trustee Scott Martin  
Trustee Stan Eldridge

Regarding: Blue Wolf Grill  
From: Judy Morey  
[REDACTED] r [REDACTED]  
Ypsilanti, MI 48197

I am making an appeal to you to please consider leveling the playing field for Blue Wolf Grill's business and recommend them for a liquor license. The proprietors of this business, Cheri and Charles, are the perfect people to support in this way. They have looked to the future and invested in this area of the Township which is part of the exciting "Reimaging Washtenaw" project currently underway.

Revitalization of this area greatly depends on a business that invests locally such as Blue Wolf that proudly purchases all Michigan products in conjunction with their business. Personalized attention such as this should be valued above corporate businesses that rubber stamp their products and whose support of the community is lacking.

Blue Wolf Grill serves quality food in an appealing presentation with great care. In this establishment you will not be served Gordon Food Service foods!

Since its inception local neighborhoods, as well as customers from Ann Arbor and surrounding areas, have anticipated the time when Blue Wolf Grill would be able to serve beer and wine, expand its appeal, and be competitive in the restaurant scene.

We should all welcome people like Cheri and Charles into Ypsilanti Township. Their hard work and dedication have created a jewel in the western Township. What wonderful ambassadors they are to our community.

I hope you find them deserving, and recommend them for a license to serve beer and wine. Thank you.

SERVICE CONTRACT - FEDERAL FUNDED

CR \_\_\_\_\_

AGREEMENT is made this 1<sup>st</sup> day of October , 2013, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107("County") and Charter Township of Ypsilanti located at 7200 S. Huron River Dr., Ypsilanti, MI 48197 ("Contractor").

Federal Awarding Agency	Administration on Aging, Office of Services to the Aging
Federal / State Contract Number	14-9052-01
Federal Program Title	"Special Programs for the Aging Title III, Part C_ Nutrition Services"
CFDA Number	93.045
Federal Funding %	100%

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will be responsible for administering the congregate meals program at the Ypsilanti Township Community Center located at 2025 E. Clark Road, Ypsilanti, MI 48198 in accordance with local, state, and federal requirements as outlined in Attachment A.

ARTICLE II - COMPENSATION

The County will pay the Contractor an amount not to exceed thirteen thousand two hundred dollars (\$13,200). The County agrees to make payments in quarterly installments in accordance with the budget and timeline in Attachment B, unless otherwise approved in writing by the parties. If at the end of the term of this Agreement there are unexpended portions of the contract amount, the unexpended funds will be retained by the County for reallocation to other purposes.

No funds shall be disbursed under this Agreement by the Contractor or any other subcontractor except under a written contract and unless the subcontractor is in compliance with all County and Federal requirements regarding fiscal matters and civil rights to the extent these requirements are applicable. The Contractor shall provide the County with copies of the contracts with subcontractors.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the OCED Human Services Manager and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.



Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies. Documentation shall include payments for purchases, vouchers and other official documentation that show in proper detail the nature and propriety of such expenditures. All documents must be clearly identifiable and readily accessible. Where any expenditure is allocable only in part to services under this Agreement, the Contractor shall maintain and make available on request sufficient documentation to demonstrate the reasonableness of the allocation.

The Contractor agrees to securely maintain its records for a period of five (5) years after the final disbursement to the Contractor. The Contractor shall permit the County to examine these records upon giving reasonable notice to the Contractor. The County may, at a reasonable time after giving reasonable notice, cause an audit of the records of the Contractor.

#### ARTICLE IV - TERM

This contract begins on October 1, 2013 and ends on September 30, 2014.

#### ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

#### ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the contractor or its employees or agents occurring in the performance of this Agreement.

#### ARTICLE VII - INSURANCE REQUIREMENTS

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

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.

2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County and the Area Agency on Aging 1-B shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Fidelity Bonding covering employee theft from employer.
5. Third Party Fidelity (Crime Bond) with a minimum of \$50,000, covering employee theft from participant.

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

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: Office of Community and Economic Development & CR# \_\_\_\_\_, 110 N. Fourth Ave, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for written notice to the Certificate holder of cancellation of coverage.

#### ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

#### ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

#### ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any

fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

#### ARTICLE XI – DEBARMENT AND SUSPENSION

By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and ;
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

#### ARTICLE XII – LOBBYING

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

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

#### ARTICLE XIII - DRUG-FREE WORKPLACE

##### Grantees Other Than Individuals

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County that it will or will continue to provide a drug-free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b) Establishing an on-going drug-free awareness program to inform employees about—
    - 1) The dangers of drug abuse in the workplace;
    - 2) The grantee's policy of maintaining a drug-free workplace;
    - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    - 1) Abide by the terms of the statement; and
    - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - e) Notifying the County, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the County;
  - f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
    - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

#### Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988:

- A. As a condition of the grant, the Contractor assures the County that it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, the Contractor agrees to report the conviction, in writing, within 10 calendar days of the conviction, to the County.

#### ARTICLE XIV - FEDERAL PROCUREMENT STANDARDS

The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations section 2 CFR Part 215.4 when procuring goods or services with federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.

#### ARTICLE XV - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital

status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

#### ARTICLE XVI - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$11.64 per hour with benefits or \$ 13.65 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2014 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

#### ARTICLE XVII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

#### ARTICLE XVIII - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

#### ARTICLE XIX - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

#### ARTICLE XX - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

#### ARTICLE XXI - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XXII- PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIII- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXIV - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXV - EXTENT OF CONTRACT

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

ATTESTED TO: WASHTENAW COUNTY

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

\_\_\_\_\_  
Verna J. McDaniel (DATE)  
County Administrator

APPROVED AS TO CONTENT: CHARTER TOWNSHIP OF YPSILANTI

By: \_\_\_\_\_  
Mary Jo Callan (DATE)  
Director, Office of Community  
And Economic Development

*Brenda Stumbo*  
\_\_\_\_\_  
Brenda Stumbo (DATE) 10/14/13  
Supervisor

APPROVED AS TO FORM:

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

*Karen Lowery Roe*  
\_\_\_\_\_  
Karen Lowery Roe  
Clerk

**Attachment A:  
Scope of Services**

**Congregate Meals Program**

**I. Participants**

**Eligibility Criteria**

The Senior Nutrition Program will serve individuals that meet the following criteria:

- a. The eligible person must be 60 years of age or older, or be the spouse or partner of a person 60 years of age or older.
- b. Individuals living with disabilities who have not attained 60 years of age but who reside in housing facilities occupied primarily by older adults at which congregate nutrition services are provided, may receive such services.
- c. Non-older adult individuals living with disabilities who reside in a non-institutional household may accompany an eligible older individual and may participate on the same basis as the elderly participants.

**Participant Registration and Recordkeeping**

Upon registration, the participant should be provided the Participant Welcome Packet developed by OCED. Each participant must complete a registration form for the program. This form is submitted to OCED as soon as possible for entry into the database. Participants must sign on the Daily Sign-in Sheet prior to receiving each meal. Daily Sign-in Sheets must be submitted to OCED each month.

**Participant Donations**

Individuals who meet the above criteria will be encouraged to donate \$3.00 per meal, although no one will be turned away for inability to pay.

Individuals not otherwise eligible may be served if meals are available, and they must pay \$5.50 and receive a receipt for their payment. Meals for these individuals may only be provided after all eligible participants have been served.

Donations must be counted and signed for by two people and kept in a locked container until deposited into a bank account. At the end of each month, sites must mail to OCED the original deposit receipts and documentation showing that each day's donations were counted and signed for by two individuals. Donations will be invested back into the Senior Nutrition Program by OCED. Donation Summary sheets and donation deposit receipts must be submitted to OCED each month.

**Referrals**

Each congregate nutrition provider shall be able to provide information about the nearest home delivered meals program and be prepared to make referrals for persons who may be eligible for a home delivered meals program.

OCED will connect each site to food assistance program information, as well as services that exist locally, including other AAA 1-B partners. Each site shall take steps to inform participants about local, state, and federal food assistance programs and provide information and referral to assist the individual with obtaining benefits. Sites will also refer participants to other services, as needed.

**Participant Complaints**

Sites will handle initial participant complaints. Should a complaint be unable to be resolved, the complaint must be addressed in accordance with the Senior Nutrition Program Grievance Procedure.

## **Postings**

Each program shall display, at a prominent location in each meal site, the AAA 1-B or the Office of Services to the Aging (OSA) Community Nutrition Services poster. A site may use its own poster as long as all required information is included and clearly presented. The poster shall contain the following information for each program; additional information pertaining to the program shall not be displayed so as to cause any misunderstanding or confusion with information presented on the poster:

- The name of the nutrition project director
- The nutrition project director's telephone number
- The suggested donation for eligible participants
- The guest fee to be charged non-eligible participants
- A statement of non-discrimination identical to the language on the OSA poster: No persons shall be excluded from participating in, denied the benefits of, or be subjected to discrimination under the program because of age, race, color, national origin, or handicap. If you believe you have been discriminated against, please contact the Affirmative Action Officer at the Michigan office of Services to the Aging, 517-373-2057 or the Chicago Regional Office of Civil Rights, 312-886-2359.

## **II. Facilities and Safety**

### **Accessible site**

Senior Nutrition Program sites must be operated within an accessible facility. Accessibility is defined as a participant living with a disability being able to enter the facility, use the rest room, and receive service that is at least equal in quality to that received by a participant not living with a disability. Documentation from a local building official or licensed architect is preferred.

### **Site Access, Maintenance, Security**

Sites are responsible for

- Care and maintenance of the facility, including restrooms, equipment, kitchen, storage areas and areas of common use
- Snow removal
- Utility payments
- Arranging fire safety inspections; all reports must be forwarded to OCED
- Licensing by the Public Health Department
- Insurance coverage
- Security procedures

### **Fire safety standards**

Each meal site must be inspected, by a local fire official, no less frequently than every three years. For circumstances where a local fire official is unavailable after a formal (written) request, OCED may conduct fire safety assessments of the Senior Nutrition Program site. Each meal site must conduct an annual fire drill. At a minimum, documentation of a fire drill must include the date of the fire drill and a signature verifying that the fire drill occurred. Best practices suggest that documentation should also include items such as number of minutes to evacuate, aspects that went well, and aspects that require improvement.

### **Michigan Food Code**

Sites must comply with Michigan Food Code and local public health codes regulating food service establishments. Each meal site and kitchen operated by a congregate meal provider shall be licensed, as appropriate, by the local health department. The local health department is responsible for periodic inspections and for determining when a facility is to be closed for failure to meet Michigan Food Code standards. The site shall submit copies of inspection reports electronically to OCED within five days of receipt for all facilities in which the Senior Nutrition Program is conducted. It is the responsibility of the Senior Nutrition Program site to address noted violations promptly.



Site staff is responsible for measuring the temperature of food items upon arrival and immediately prior to service. Hot food must be maintained above 135 degrees. Should the temperature fall below 135 degrees, the food must be reheated to above 165 degrees prior to service. Cold foods should stay below 41 degrees. Measured temperatures must be recorded on the temperature chart to be submitted to OCED each month.

### **Site Closure**

When a meal site is to be permanently or temporarily closed, the program will notify OCED in writing, including the following information:

1. Intent to close a site, as soon as possible.
2. A rationale for site closure (e.g. lack of attendance, inability to meet minimum standards and/or other requirements, loss of resources)

All closures must be approved by OCED. If a closure occurs without approval, funding may be withheld and/or recaptured at OCED's discretion.

### **Emergency Preparedness**

In cases of inclement weather, sites should close their program when the school district in the area is closed. Closure must immediately be reported to OCED.

Procedures to be followed in the event of a medical emergency must be posted. Staff and volunteers will be trained by OCED during in-services on procedures to be followed in the event of a medical emergency.

## **III. Staffing**

### **Staff**

OCED will provide training in identified competency areas twice per year at Senior Nutrition Program in-services. Each site must designate a "Site Coordinator" to serve as point person for OCED. Site coordinators are expected to train staff members on an ongoing basis and manage all staff members in order to carry out expected duties. Training provided by site staff members should include, at a minimum, day-to-day operations, food safety basics, and Senior Nutrition Program policies and procedures. Site staff member are expected to utilize the Volunteer Training Manual provided by OCED to cover all necessary training areas.

### **Volunteers**

Sites are responsible for volunteer recruitment, orientation, ongoing training, and management for day-to-day activities. Sites are expected to use the Volunteer Training Manual provided by OCED. Volunteers must submit a volunteer registration form. Volunteer time must be documented to be included as an in-kind contribution to the Senior Nutrition Program using the In-Kind Documentation Form. Forms must be submitted monthly to OCED.

### **In-service Training**

Staff and volunteers of each program shall receive in-service training at least twice each fiscal year which is specifically designed to increase their knowledge and understanding of the program and to improve their skills at tasks performed in the provision of service.

#### **IV. Meals**

##### **Assistive Eating Devices**

Each site shall make available, store and clean, upon request, food containers and utensils used as assistive devices for participants who are living with disabilities as part of a therapeutic program.

##### **Non-Approved Meals**

Funding provided by OCED may not be used to contribute towards potluck dining activities.

##### **Food Taken Out of Meal Site**

Sites may allow leftovers (food served to participants and not eaten) to be taken out of the site if the following conditions are met:

- a. A sign shall be posted near the congregate meal sign informing the meal participants that all food removed from the site becomes the responsibility of the individual.
- b. All new congregate participants receive written material about food safety and preventing food-borne illness when they sign up.
- c. All participants receive written material about food safety and preventing food-borne illness annually.
- d. The individual is required to sign a waiver statement that has been added to the registration form that states that they are responsible for food taken out of the site.
- e. Containers are not provided for the leftovers.

If a regular congregate meal participant is unable to come to the site due to illness, the meal may be taken out of the site to the individual for no more than seven (7) days. If needed for more than seven days, the participant should be evaluated for home delivered meals. If the person taking out the meal is also a regular congregate participant, they may also take their meal out.

OCED will provide technical assistance and materials for carrying out this policy if necessary.

##### **Nutrition Education**

OCED will provide nutrition education materials to be distributed each month to participants. Additionally, OCED will arrange for any additional nutrition education sessions and coordinate with the site to deliver the nutrition education. Sites are welcome to arrange for additional nutrition education activities.

**FY 2013-2014 PROPOSED PROGRAM BUDGET**

Agency Name: Charter Township of Ypsilanti, Ypsilanti Township Community Center

Revenue	
Source	Funding Amount
Washtenaw County Senior Nutrition Program allocation amount	\$ 13,200.00
Other funding sources used to support the Senior Nutrition Program	\$
<b>Total Revenue**</b>	<b>\$ 13,200.00</b>

Program Expenses*		
<i>*Total program expenses should be equivalent to Program Revenue (above).</i>		
Item	Description	Expenditure
Personnel	Please complete Personnel Detail**	
Fringe Benefits		
Taxes		
Building rental		
Utilities		
Office supplies		
Meal-related supplies		
Mileage		
Postage		
Phone		
Food Service License	Food Service License that must be renewed annually with the Health Dept.	\$ 300.00
Other		
Other		
<b>Total Expenses*</b>		<b>\$ 300.00</b>

Personnel Detail**		
<i>Only complete if personnel expenses are expected.</i>		
Name	Hourly Wage	Hours per week

**In-Kind Support\*\*\***

\*\*\*This program is required to produce a match of 10% in order to receive funding. A portion of this is through in-kind contributions. Please estimate the value of any items that may be considered an in-kind contribution. This should include other funding sources as well as non-monetary contributions (e.g. volunteer contributions).

Item	In-kind Value	Description	Documentation
Congregate volunteer hours			OCED in-kind volunteer form
Home Delivered Meal volunteer hours			OCED in-kind volunteer form
Building rental			Letter containing details of in-kind
Utilities			support at fair market value for the
Supplies			Senior Nutrition Program cost portion
Other			
<b>Total In-Kind Contribution</b>	0		



**SUBCONTRACTING REQUEST FOR APPROVAL**

Send original signed form to:  
**Area Agency on Aging 1-B**  
**29100 Northwestern Highway, Suite 400**  
**Southfield, MI 48034**

All subcontracting requests must be submitted using the Subcontracting Request for Approval form.

The Area Agency on Aging 1-B (AAA 1-B) recognizes and approves the following subcontracting agreement between the parties listed below:

**AAA 1-B Contractor Agency Name:** Washtenaw County Office of Community and Economic Development

**AAA 1-B Contract Number:** 14-9052-01

**Service:** \_\_\_\_\_

**Subcontractor Agency Name:** Charter Township of Ypsilanti

It is the responsibility of the AAA 1-B Contractor agency to monitor and assess the performance of all assignees or subcontractors for the following:

1. Compliance with State and AAA 1-B Minimum Service Standards
2. Timely submission of data to the AAA 1-B contractor agency
3. Compliance with AAA 1-B insurance requirements
4. Subject to all conditions and provisions of the AAA 1-B Contract

Note: The Contractor shall be responsible for the performance of all assignees or subcontractors. Subcontractor agencies may be assessed by the AAA 1-B to ensure compliance with items listed above. **Attach Subcontractor's Certificate of Insurance from insurance agency.**

In addition, subcontractors providing personal care services must meet the following guidelines:

1. The subcontractor must be a member of the AAA 1-B Direct Service Purchase (DSP) pool.
2. Personal care aides must be cross-trained to assist in other areas during times when no personal care is required (i.e., office administration, social activities).
3. Supervision of the subcontracted personal care aides during the hours they are on-site at the AAA 1-B Contractor agency will be performed by the Contractor agency.

*Deborah G. Struble*  
Subcontractor Agency: Executive Director/President or Board Chairperson

10/14/13  
Date

\_\_\_\_\_  
Contractor Agency: Executive Director/President or Board Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tina Abbate Marzolf, Chief Executive Officer, AAA 1-B

\_\_\_\_\_  
Date



**TETRA TECH**

October 8, 2013

Ms. Brenda Stumbo, Supervisor  
Charter Township of Ypsilanti  
7200 S. Huron River Drive  
Ypsilanti, MI 48197

**Re: TECHNICAL SERVICES SUPPORT RELATED TO ENVIRONMENTAL  
CORRECTIVE ACTION PROGRAM AND FUTURE DEVELOPMENT AT WILLOW  
RUN RACER TRUST SITE**

Dear Ms. Stumbo:

As requested, Tetra Tech is pleased to present this proposal for technical support services to assist the Ypsilanti Township with decisions regarding the future development and environmental clean-up of the former General Motors Powertrain site in Ypsilanti Township, Michigan. Details regarding our proposed scope, schedule, and budget are provided below.

#### **BACKGROUND**

The former General Motors Powertrain site (site) was closed in 2010 and transferred to the Revitalization Automotive Communities Environmental Response Trust (RACER Trust). The site includes a large former manufacturing plant of 3.5 million square feet and encompasses 332.53 acres located directly adjacent to the Willow Run airport. It is our understanding that the current plan is to demolish the existing structures and redevelop the site as an automotive testing facility. The testing facility would evaluate Intelligent Transportation Systems and Autonomous Vehicles.

Remedial investigations are ongoing to further evaluate LNAPL, VOCs and several metals that have been detected above applicable regulatory criteria in soil and groundwater. LNAPL (light, non-aqueous phase liquid) is present over many acres at the property. Future activity will include developing appropriate remedial strategies. Work is being performed under Part 201 and the RCRA Corrective Action program under the oversight of Michigan Department of Environmental Quality.

#### **SCOPE OF WORK**

Tetra Tech has developed the following scope of work for this project.

Tetra Tech will review the following documents:

- Redevelopment Plan - We understand that a redevelopment plan is currently being developed by RACER Trust. Upon Township request, Tetra Tech will review technical aspects of the redevelopment plan that may affect existing soil and groundwater impacts, ongoing and future



## TETRA TECH

remediation efforts, storm water and surface water management, wastewater management, management of hazardous substances, and other environmental and engineering considerations.

- Storm Water and Groundwater Management Plan(s) - We understand a storm water management plan is currently being developed by RACER Trust, which will describe a new management strategy from current storm water and groundwater collection and treatment. We anticipate a groundwater management plan will be developed as part of the storm water management plan or prepared under separate cover. Upon Township request, we will review draft documents when presented to you and participate in meetings with RACER, MDEQ as directed by the Township.
- Demolition and redevelopment Permits - We understand that the demolition permit application and site plan was approved by the Township on October 2, 2013. Upon your request, Tetra Tech will review progress reports and participate in routine inspections. We further understand that other related permits will be required during the demolition and redevelopment process. We will perform technical and environmental reviews of pertinent permit applications as specifically requested by the Township.
- Review other documents or issues requiring review by the Township upon Township request in the future.

### KEY PERSONNEL

Tetra Tech technical staff will be available from multiple disciplines to review demolition and redevelopment related documents. Our local staff includes experienced expertise in managing storm water, groundwater, waste water, environmental investigation and remediation, waste generation and management, demolition, electrical modifications, mechanical engineering, and structural engineering. Our staff will attend conference calls and meetings at your request.

### SCHEDULE

We are prepared to begin work on this project immediately following written approval from the Township. We will develop a mutually agreeable schedule following our project kick-off meeting.

### COMPENSATION

The general scope of work described above will be completed on a time and material basis in accordance with our attached standard terms and conditions. Our fees will be based on direct hourly rate plus expenses, as we have done in the past. We propose a budget of \$10,000 and will only invoice a fee based on actual efforts. A table of representative rates for our staff is attached.



TETRA TECH

Please let us know if you have any questions or comments regarding this proposal, or if we can provide any additional information for your consideration at this time. We look forward to the opportunity to continue providing environmental and engineering services to YCUA.

Sincerely,

*S. Joh Kang*

S. Joh Kang, P.E., Ph.D.  
Sr. Vice President

*Michael Kovacich*

Michael S. Kovacich, CPG  
Principal Hydrogeologist

Encl.

PROPOSAL ACCEPTED BY *Domenica S. Starnella, Supervisor* <sup>10/14/13</sup>  
*Domenica S. Starnella, Clerk* <sup>10/14/13</sup>

TITLE \_\_\_\_\_ DATE \_\_\_\_\_





## Tetra Tech of Michigan, PC Engineering Services Standard Terms & Conditions

**Services** Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

**Compensation** In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

**Fee Definitions** The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

**Payment Terms** Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

**Additional Services** The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

**Site Access** The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

**Underground Facilities** Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

**Regulated Wastes** Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client

mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

**Contractor Selection** Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

**Ownership of Documents** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

**Standard of Care** Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

**Period of Service** Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

**Insurance and Liability** Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation - as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability - \$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**Indemnification** Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

**Dispute Resolution** The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

**Suspension of Work** The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

**Authorized Representative** The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

**Project Requirements** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Independent Consultant** Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

**Compliance with Laws** Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Permits and Approvals** Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**Consequential Damages** Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

**Waiver of Subrogation** Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

**Environmental Matters** The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

**Cost Opinions** Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

**Contingency Fund** The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

**Safety** Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

**Information from Other Parties** The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**Force Majeure** Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**Warranty** Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

**Severability** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Survival** All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

**Assignments** Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

**Governing Law** The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Collection Costs** In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

**Equal Employment Opportunity** Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

**Attorney Fees** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

**Third Party Beneficiaries** Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**Captions** The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

**TETRA TECH, INC.**

Rate Schedule for Time and Expense Services  
Effective January 1, 2013, through December 31, 2013



Billing Title	2013 Hourly Billing Rate
<b>Operations Management</b>	
Principal in Charge	\$270
<b>Proj Mgmt</b>	
<b>Project and Program Management</b>	
Project Manager 1	\$160
Project Manager 2	\$170
Sr Project Manager	\$195
Program Manager	\$220
<b>Engineers</b>	
Engineer 1	\$85
Engineer 2	\$110
Engineer 3	\$125
Project Engineer 1	\$135
Project Engineer 2	\$165
Sr. Engineer 1	\$215
Sr. Engineer 2	\$220
Sr. Engineer 3	\$225
Principal Engineer	\$240
<b>Engineering Designers</b>	
Engineering Technician	\$60
Engineering Designer 1	\$85
Engineering Designer 2	\$95
Engineering Designer 3	\$115
Sr. Eng Designer 1	\$125
Sr. Eng Designer 2	\$140
<b>Architects</b>	
Architect 1	\$110
Architect 2	\$130
<b>Information Technology</b>	
Sys Analyst / Programmer 1	\$75
Sys Analyst / Programmer 2	\$100
Sr Sys Analyst / Programmer 1	\$125
Sr Sys Analyst / Programmer 2	\$195
<b>Scientists</b>	
Scientist 1	\$80
Scientist 2	\$95
Scientist 3	\$100
Sr Scientist 1	\$135
Sr Scientist 2	\$160
Sr Scientist 3	\$190
<b>Construction Observation</b>	
Construction Project Rep 1	\$75
Construction Project Rep 2	\$90
Sr Constr Project Rep 1	\$140
Sr Constr Project Rep 2	\$150
<b>Construction Administration</b>	
Construction Administrator	\$60
Sr Construction Administrator	\$85
<b>Construction Management</b>	
Construction Manager 1	\$150
Construction Manager 2	\$185
Construction Director	\$190
<b>Surveying</b>	
Survey Tech 1	\$55
Survey Tech 2	\$70
Survey Crew Chief	\$95
Surveying Specialist	\$100
Land Surveyor	\$110
Sr Land Surveyor	\$155

**TETRA TECH, INC.**

Rate Schedule for Time and Expense Services  
Effective January 1, 2013, through December 31, 2013



Billing Title	2013 Hourly Billing Rate
<b>Plant Operations</b>	
Plant Operator 1	\$70
Plant Operator 2	\$80
<b>Technicians</b>	
Tecniclan 1	\$50
Tecniclan 2	\$70
Tecniclan 3	\$90
<b>Computer Aided Design (CAD)</b>	
CAD Technician 1	\$60
CAD Technician 2	\$65
CAD Technician 3	\$70
CAD Designer	\$80
Sr CAD Designer 1	\$100
Sr CAD Designer 2	\$120
CAD Director	\$130
<b>Geographic Information Systems (GIS)</b>	
GIS Analyst 1	\$65
GIS Analyst 2	\$80
Sr GIS Analyst	\$90
GIS Application Developer	\$130
Sr GIS Application Developer	\$160
<b>Project Administration</b>	
Project Assistant 1	\$65
Project Assistant 2	\$70
Project Administrator	\$80
Sr Project Administrator	\$90
<b>Contracts / Legal</b>	
Contract Administrator	\$80
Sr Contract Administrator	\$100
<b>Finance / Accounting</b>	
Project Analyst 1	\$60
Project Analyst 2	\$65
Sr Project Analyst	\$100
Project Accounting Director	\$195
<b>Technical Writers</b>	
Technical Writer 1	\$65
Technical Writer 2	\$75
Sr Technical Writer	\$85
<b>Graphics</b>	
Graphic Artist	\$75
<b>Consulting</b>	
Consultant 1	\$70
Consultant 2	\$85
Sr Consultant 1	\$100
Sr Consultant 2	\$170
Sr Consultant 3	\$190
<b>Reimbursable Expenses</b>	
Subcontractors	Cost plus 15%
Mileage:	
Auto	IRS Standard Rate
Truck	125% of IRS Standard Rate
Out of Pocket Expenses	Cost
Special Equipment	Standard Rate Schedule (available upon request)

**POINT AND PAY**  
**E-PAYMENT SERVICES AGREEMENT**

**Parties:**

Point and Pay LLC ("PNP")  
A subsidiary of NAB, doing business in Michigan

Charter Township of Ypsilanti, MI ("Client")

**Terms**

**SECTION 1 E-PAYMENT SERVICES**

**1.1 Access to Payment Modules**

1.1.1 Pursuant to this E-Payment Services Agreement (this "Agreement"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "Services") and payment modules (each, a "Module") chosen in the attached client application ("Client Application") to enable Client's customers ("Customers") to make payments to Client using a Payment Device. "Payment Device" means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "Services Description").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("Affiliates"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

**1.2 Client Representatives**

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

**1.3 Payment Device Transactions**

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

**1.4 Service Promotion**

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

**1.5 Trademark License**

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "Trademarks") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

**1.6 Client Logo License**

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

### 3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "Confidential Information" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

### 3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement,

Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

### 3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

### 3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

## SECTION 4 WARRANTIES; DISCLAIMER

### 4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

### 4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

**SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS**

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

**SECTION 10 FORCE MAJEURE**

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

**SECTION 11 GOVERNING LAW**

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Michigan without reference to its conflicts of law principles.

**SECTION 12 NOTICES**

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application  
If to PNP: Point and Pay LLC  
110 State Street E, Suite D  
Oldsmar, FL 34677  
Fax: 863-248-1891

**SECTION 13 MISCELLANEOUS**

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point and Pay LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Charter Township of Ypsilanti, MI

By: Brenda L. Stumba Karen Lovejoy Rae  
Name: Brenda L. Stumba Karen Lovejoy Rae  
Title: Supervisor Clerk  
Date: 10-15-13 10-15-13

# CHARTER TOWNSHIP OF YPSILANTI

## RESOLUTION NO. 2013-28

### APPROVAL OF CHARTER TOWNSHIP OF YPSILANTI FIRE DEPARTMENT PARTICIPATION IN THE WASHTENAW COUNTY MUTUAL AID BOX ALARM SYSTEM DIVISION

**WHEREAS**, the Charter Township of Ypsilanti has the power, privilege and authority to maintain and operate a fire department providing fire protection, fire suppression, emergency medical, technical rescue, hazardous incident response, and other emergency response services ("Fire Services"); and

**WHEREAS**, Fire services can further be improved by cooperation between political subdivisions during times of public emergency, conflagration or disaster ("Incidents"); and

**WHEREAS**, the Michigan Constitution of 1963, Article 7, Subsection 28, and the Urban Cooperation Act of 1967, Act No.7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501 et seq. (the "Act"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately; and

**WHEREAS**, the Charter Township of Ypsilanti desires to enter into an interlocal agreement, pursuant to the Act, to further improve Fire Services; and

**WHEREAS**, the Mutual Aid Box Alarm System (MABAS), is a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency mutual aid response; and

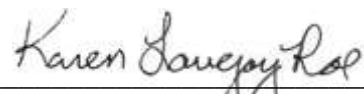
**WHEREAS**, as a result of entering into an interlocal agreement to further improve Fire Services, the Parties are creating the WASHTENAW COUNTY MABAS Division; and

**WHEREAS**, the Charter Township of Ypsilanti has the authority to execute this Agreement pursuant to resolution of its governing body; and

**WHEREAS**, the Charter Township of Ypsilanti desires to commit personnel and equipment to another Party if deemed reasonable upon the request of another Party; and

**NOW, THEREFORE BE IT RESOLVED**, that the Charter Township of Ypsilanti Board of Trustees finds it is the best interest of its citizens from a safety and fiscal standpoint to enter into the Interlocal Agreement creating the WASHTENAW COUNTY MABAS Division and agrees to appoint one member to the MABAS Executive Board of State of Michigan

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. 2013-28 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on October 14, 2013.



Karen Lovejoy Roe, Clerk  
Charter Township of Ypsilanti



**CHARTER TOWNSHIP OF YPSILANTI  
2013 BUDGET AMENDMENT #14**

**October 14, 2013**

**206 - FIRE FUND**

Total Increase \$17,640.00

Increase Revenue and Expenditure for Federal Grant for firefighters' turn out gear in the amount of \$17,640. The matching funds required from the Fire Fund is \$5,667.22 and is currently budgeted in the expenditure line.

Revenues:	Federal Grants	206.000.000.529.000	<u>\$17,640.00</u>
			Net Revenues <u><u>\$17,640.00</u></u>
Expenditures:	Protective Equipment	206.970-000.979.001	\$17,640.00
			Net Expenditures <u><u>\$17,640.00</u></u>

Motion to Amend the 2013 Budget (#14):

Move to increase the Fire Fund budget by \$17,640 to \$4,982,492 and approve the department line item changes as outlined.