CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES

Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees JEAN HALL CURRIE STAN ELDRIDGE MIKE MARTIN SCOTT MARTIN

March 11, 2013

Work Session – 5:00 p.m. (Earlier Start) Regular Meeting – 7:00 p.m.

> Ypsilanti Township Civic Center 7200 S. Huron River Drive Ypsilanti, MI 48197

WORK SESSION AGENDA CHARTER TOWNSHIP OF YPSILANTI MONDAY, MARCH 11, 2013

PLEASE NOTE EARLY START TIME

5:00 P.M.

CIVIC CENTER BOARD ROOM 7200 S. HURON RIVER DRIVE

- 1. UPDATE ON NEW VEHICLE MAINTENANCE PROCEDURE JEFF ALLEN & CARL GIRBACH
- 2. DISCUSS BOARD SUB-COMMITTEE FOR AUGUST MILLAGE ELECTION CONSISTING OF TREASURER LARRY DOE, TRUSTEES STAN ELDRIDGE AND MIKE MARTIN AND JAVONNA NEEL, ACCOUNTING DIRECTOR BRENDA STUMBO
- 3. REVIEW AGENDA
- 4. OTHER DISCUSSION

Residential Services

Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees JEAN HALL CURRIE STAN ELDRIDGE MIKE MARTIN SCOTT MARTIN



7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-0073 Fax: (734) 544-3501 www.ytown.org

MEMORANDUM

TO: Township Supervisors

FROM: Jeff/Carl

- DATE: March 1, 2013
- RE: New vehicle maintenance procedure

Beginning April 1, 2013 we are implementing a more rigid vehicle and equipment maintenance program.

We have developed a form that indicates daily and weekly items to be checked. This will entail that on a daily basis everyone that operates a Township vehicle must fill out the check list. Furthermore, every Thursday each employee must complete the weekly checklist on the same form and submit it to their supervisor. The supervisor will then sign it and email it to Nancy H-D. Example enclosed.

On a quarterly basis, the Department Head must visually inspect each vehicle under their jurisdiction, and sign the inspection form at the bottom and submit it. We also have established parking spaces in the rear parking lot, near the gas pumps for all Township vehicles.

We have also included a new "vehicle maintenance request form" to be filled out when there is something that needs to be performed on the vehicle that the operator cannot do. The operator should submit the form to Nancy Hare-Dickerson in her drop box on her desk.

This program was strongly endorsed by the Township Board at the time we purchased the new vehicles.

As for car washes, continue to get coupons from Nancy H-D., and oil changes continue at Victory Lane on Ellsworth Rd for the following vehicles: Assessing-5, 18: OCR-42, 43, 44, 60, 69: Golf Course-40:Recreation-19, 29, 61, 62: Parks 3, 6, 26, 58, 59 as well as the new incoming vehicles.

Charter Township of Ypsilanti Vehicle Maintenance Request Form

Mileage:	
Hours:	
Vehicle #:	
Request Submitted By:	
Date of Request:	
Description of Service Needed:	
When you become aware of a problem with a vehicle, please immediately to the supervisor in charge of fleet maintenance	
Employee Signature:	Date:
For Supervisor Use Only:	
Supervisor Approval:	Date:

Ypsilanti Township Equipment – Trucks/Snow Plows/Salters Service Department – Inspection Form

Vehicle #:	Date:					Time Start:	
Vehicle Year/Make/Model:						Time Finished:	
Inspected By:							
	Fri	Mon	Tues	Wed	Weekly on Thursday		
TRUCK:	[X]	[X]	[X]	[X]	[X]	Mileage:	
Check fuel level (at least 1/2 tank)	[]			[]	[]		
Check engine coolant level	[]			[]	[]		
Check engine oil level	[]			[]	[]		
Check hydraulic oil level/hoses (#63)			<u> </u>		[]		
Check battery					[]		
Safety kit (fire extinguisher, first aid kit, flashlight)					[]		
Wash vehicle and vacuum interior					[]		
Grease debris body rear door gate locks					[]		
SNOW PLOW:							
Check lights	[]	[]	[]	[]	[]		
Check hydraulic oil level/hoses	[]	[]	[]	[]	[]		
Check electrical harness	[]			[]	[]		
Check up/down movement	[]	[]	[]	[]	[]		
Check left/right movement	[]	[]	[]	[]	[]		
Check blade edge condition	[]	[]	[]	[]	[]		
Check latch/pins					[]		
Check wear shoes					[]		
SALTER:							
Check lights	[]	[]	[]	[]	[]		
Check auger	[]	[]	[]	[]	[]		
Check spinner	[]	[]	[]	[]	[]		
Check shaker	[]	[]	[]	[]	[]		
Grease (2 fittings)					[]		
Comments:							

Ypsilanti Township Equipment – Trucks/Chippers Service Department – Inspection Form

Vehicle #:	Date	:				Time Start:	
Vehicle Year/Make/Model:	Time Finished:						
Inspected By:							
	Fri	Mon	Tues	Wed	Weekly on Thursday	Comments:	
TRUCK:	[X]	[X]	[X]	[X]	[X]	Mileage:	
Check fuel level (at least ½ tank)	[]	[]	[]	[]	[]		
Check engine coolant level	[]	[]	[]	[]	[]		
Check engine oil level	[]	[]	[]	[]	[]		
Check engine water separator	[]	[]	[]	[]	[]		
Check hydraulic oil level/hoses	[]	[]	[]	[]	[]		
Check battery					[]		
Safety kit (fire extinguisher, first aid kit, flashlight)	[]	[]	[]	[]	[]		
Wash vehicle and vacuum interior					[]		
Grease debris body rear door gate locks					[]		
CHIPPER:						Engine Hours:	
Check fuel level (at least ½ tank)	[]	[]	[]	[]	[]		
Check engine coolant	[]	[]	[]	[]	[]		
Check oil level	[]	[]	[]	[]	[]		
Check hydraulic oil level	[]	[]	[]	[]	[]		
Check battery condition					[]		
Check hydraulic hoses	[]	[]	[]	[]	[]		
Check brake/warning lights	[]	[]	[]	[]	[]		
Check running lights	[]	[]	[]	[]	[]		
Check tires	[]	[]	[]	[]	[]		
Grease (fittings)					[]		
Check electrical connection (to truck)	[]	[]	[]	[]	[]		
Check safety chains (to truck)	[]	[]	[]	[]	[]		
Comments:							

Ypsilanti Township Equipment – Tractors/Mowers Service Department – Inspection Form

Vehicle #:	Date:	:				Time Start:		
Vehicle Year/Make/Model:			Time Finished:					
Inspected By:								
	Fri	Mon	Tues	Wed	Weekly on Thursday	Comments:		
TRACTOR: 243/245/246/252/253	[X]	[X]	[X]	[X]	[X]	Engine Hours:		
Check fuel level (at least ½ tank)	[]	[]	[]	[]	[]			
Check engine coolant	[]	[]	[]	[]	[]			
Check oil level	[]	[]	[]	[]	[]			
Check hydraulic oil level	[]	[]	[]	[]	[]			
Check battery condition					[]			
Check hydraulic hoses	[]	[]	[]	[]	[]			
Check brake/warning lights	[]	[]	[]	[]	[]			
Check running lights	[]	[]	[]	[]	[]			
Check tires	[]	[]	[]	[]	[]			
Grease (fittings)					[]			
Fire extinguisher					[]			
MOWER/EQUIPMENT:								
Check tires	[]	[]	[]	[]	[]			
Check "slow moving" vehicle sign	[]	[]	[]	[]	[]			
Grease (fittings)					[]			
Comments:								

Ypsilanti Township Equipment – Mower Toro/Other Service Department – Inspection Form

Vehicle #:	Date	:				Time Start:	
Vehicle Year/Make/Model:			Time Finished:				
Inspected By:							
		T	T	1			
	Fri	Mon	Tues	Wed	Weekly on Thursday	Comments:	
MOWER TORO / OTHER:	[X]	[X]	[X]	[X]	[X]		
Check fuel level (at least 1/2 tank)	[]	[]	[]	[]	[]		
Check engine coolant	[]	[]	[]	[]	[]		
Check oil level	[]	[]	[]	[]	[]		
Check hydraulic oil level	[]	[]	[]	[]	[]		
Check battery condition					[]		
Check hydraulic hoses	[]	[]	[]	[]	[]		
Check brake/warning lights	[]	[]	[]	[]	[]		
Check running lights	[]	[]	[]	[]	[]		
Check tires	[]	[]	[]	[]	[]		
Grease (fittings)					[]		
Check deck movement (up/down)	[]	[]	[]	[]	[]		
Check wings (up/down)	[]	[]	[]	[]	[]		
Check condition of blades	[]	[]	[]	[]	[]		
Change blades					[]		
Comments:		1					

Ypsilanti Township Equipment – Loaders/Skid Loaders Service Department – Inspection Form

Fri [X]	Mon				Time Finished:							
	Mon											
	Mon			Inspected By:								
	Mon			Weekly on	Comments:							
IXI	F) /7	Tues	Wed	Thursday								
	[X]	[X]	[X]	[X]	Engine Hours:							
[]	[]	[]	[]	[]								
[]	[]	[]	[]	[]								
[]	[]	[]	[]	[]								
[]	[]	[]	[]	[]								
				[]								
[]	[]	[]	[]	[]								
[]	[]	[]	[]	[]								
[]	[]	[]	[]	[]								
[]	[]	[]	[]	[]								
				[]								
				[]								
					[]] []]] []] []]							

Charter Township of Ypsilanti – Daily Vehicle Inspection

Date	Vehicle #		Mileage/I	Hours _		Tii	me Inspected	/Finished		
Dept	Vehicle	le yr/make/model			Inspected By					
TIRES		<u>Fri</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	weekly		adequate for safety		
								re adequate and equal or other apparent damage		
WHEELS							no apparent rin	n damage		
ENGINE COM	PARTMENT						brake fluid leve battery conditio power steering	dequate (use caution if hot) I adequate (visual check only) on acceptable fluid level acceptable nd undamaged (visual check only)		
VEHICLE INTE (includes bed/b	ERIOR/EXTERIOR box of truck)						occupant hazar loose objects s trash removed tools, equipmer first aid kit, fire current proof of assigned truck	n operation n operation <i>lect./air connections</i> rds (sharp/protruding objects) <i>ecured or removed</i> <i>(interior and exterior)</i> <i>nt and/or materials returned</i> extinguisher, accident report form, f insurance		
LIGHTING/WA EQUIPMENT	RNING						emergency ligh	ts (overhead and/or strobes)		
							headlights taillights and br directional sign spotlights horn			
FUEL TANK(S) TOPPED OFF?									
								pleted and all vehicles should be in the Residential Svcs. Office.		
BODY DAMA	GE NOTED									
COMMENTS										
Employee Sig	gnature			_		Super	visor Signature			

Vehicle # _____ Emp. Name _____ (Print)

Charter Township of Ypsilanti Daily Log Daily Log pg. _____ of ____

Date _____ Starting Mileage Ending Mileage

Time Arrived	Time Left	Location	Remarks

Employee Signature ______ Supervisor Signature _____

AUGUST MILLAGE ELECTION BOARD SUB-COMMITTEE

1. Discuss Board Sub-Committee for August Millage Election consisting of Treasurer Larry Doe, Trustees Stan Eldridge and Mike Martin and Javonna Neel, Accounting Director Brenda Stumbo

REVIEW AGENDA

A. SUPERVISOR STUMBO WILL REVIEW BOARD MEETING AGENDA

OTHER DISCUSSION

A. BOARD MEMBERS HAVE THE OPPORTUNITY TO DISCUSS ANY OTHER PERTINENT ISSUES

BRENDA L. STUMBO, SUPERVISOR KAREN LOVEJOY ROE, CLERK LARRY J. DOE, TREASURER TRUSTEES: JEAN HALL CURRIE STAN ELDRIDGE MIKE MARTIN SCOTT MARTIN

AGENDA

TIME AND PLACE

7:00 P.M.

YPSILANTI TOWNSHIP CIVIC CENTER BOARD ROOM 7200 S. HURON RIVER DRIVE

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE AND INVOCATION
- 3. PUBLIC COMMENTS
- 4. CONSENT AGENDA
 - A. MINUTES OF THE FEBRUARY 25, 2013 WORK SESSION AND REGULAR MEETINGB. STATEMENTS AND CHECKS
- 5. SUPERVISOR REPORT
- 6. CLERK REPORT
- 7. TREASURER REPORT
- 8. TRUSTEE REPORT
- 9. ATTORNEY REPORT
 - A. GENERAL LEGAL UPDATE

NEW BUSINESS

- 1. BUDGET AMENDMENT #4
- 2. APPOINT KEITH JASON TO YCUA BOARD TO FILL VACANCY CREATED BY A RESIGNATION, EFFECTIVE MARCH 12, 2013 THROUGH DECEMBER 15, 2015
- 3. DTE ENERGY STREET LIGHTING AGREEMENT FOR CONVERSION OF 220 YPSILANTI TOWNSHIP MERCURY VAPOR STREET LIGHTS TO LED STREET LIGHTS IN THE AMOUNT OF \$84,920.00, BUDGETED IN LINE ITEM #101.956.000.926.000

- 4. DTE ENERGY AGREEMENT FOR LED INSTALLATION OF UNDERGROUND LIGHTING ON FORD BLVD. IN THE AMOUNT OF \$126,985.60, BUDGETED IN LINE ITEM #101.956.000.926.000
- 5. REQUEST OF JOE LAWSON, PLANNING DIRECTOR TO ADOPT RE-IMAGINE WASHTENAW WORK PLAN (WASHTENAW HUD GRANT APPROVED AT THE AUGUST 27, 2012 REGULAR MEETING)

OTHER BUSINESS

AUTHORIZATIONS & BIDS

- 1. REQUEST OF YPSILANTI TOWNSHIP GREENS COMMISSION TO PURCHASE MONTH-TO-MONTH FOREUP GOLF POS AND INVENTORY MANAGEMENT SOFTWARE SUBSCRIPTION, IN THE AMOUNT OF \$300 PER MONTH, BUDGETED IN LINE ITEM #101.266.000933.001 AND PURCHASE OF TWO (2) COMPUTERS AND TWO (2) CASH DRAWERS, NOT TO EXCEED \$7,500 BUDGETED IN LINE ITEM #101.266.000.977.000.
- 2. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO SEEK SEALED BIDS FOR 14-B COURT ROOF REPLACEMENT
- 3. REQUEST OF JEFF ALLEN, RSD DIRECTOR TO APPROVE PURCHASE OF 60" MOWER, IN THE AMOUNT OF \$11,558.82; 72" MOWER, IN THE AMOUNT OF \$11,843.52 AND A TRAILER, IN THE AMOUNT OF \$3,000 THROUGH THE STATE OF MICHIGAN PURCHASING PLAN WITH THE TOTAL AMOUNT OF \$26,402.34, BUDGETED IN LINE ITEM #101.774.000.997.000
- 4. REQUEST OF RON FULTON, BUILDING DIRECTOR TO AWARD THE BID TO CITADEL EXCAVATING FOR THE DEMOLITION OF 554 & 597 E. GRAND, 1248 E. CLARK, 1650 E. FOREST AND 2371 & 2375 WIARD IN THE AMOUNT OF \$51,997 WITH \$45,100 BUDGETED IN LINE ITEM # 101-950.000-969.011 AND THE REMAINING AMOUNT OF \$6,897 TO BE PAID WITH BANK SETTLEMENT FUNDS FOR THE 1650 E FOREST PROJECT CURRENTLY HELD IN ESCROW

PUBLIC COMMENTS

CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE FEBRUARY 25, 2013 WORK SESSION

PROPOSED

The meeting was called to order by Supervisor Brenda L. Stumbo at approximately 6:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present:	Supervisor Brenda L. Stumbo, Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Jean Hall Currie, Stan Eldridge, Mike Martin and Scott Martin
Members Absent:	None

Legal Counsel: Wm. Douglas Winters

1. REIMAGINE WASHTENAW PRESENTATION – NATHAN VOGHT

Nathan Voght, Project Manager gave a PowerPoint presentation on the proposed Washtenaw Avenue improvements (see attached). Mr. Voght listed the current active partners for Reimagine Washtenaw as Pittsfield Township, Ypsilanti Township, City of Ann Arbor, City of Ypsilanti, MDOT, AATA, U.S. Department of Housing and Urban Development; Washtenaw Area Transportation Study, Washtenaw County, Washtenaw County Road Commission and the Ann Arbor Chamber. He showed the work that had been done to bring things to the point of implementation. Mr. Voght gave the reasons for the growth of the corridor as high traffic volumes, highest transit ridership, high housing density, connection to many large institutions and the existing infrastructure. He then explained that the auto-centric corridor with access management and safety issues as well as a poor non-motorized network were issues that needed to be addressed. Mr. Voght explained that the Joint Work Plan involved the HUD Grant, Ypsilanti Township, Pittsfield Township and the City of Ypsilanti. He presented the outlook for 2013, which would include updated master plans and codes as well as street lighting.

Mr. Voght said another consideration was whether to brand the whole corridor with a uniform look or if each community wanted to have their own identity.

Arloa Kaiser and Don Hazzard, Township residents expressed their concerns regarding the area surrounding US-23 and Washtenaw Avenue and pedestrian traffic.

Mr. Voght responded to Trustee Eldridge's questions, stating that the area business owners were also engaged in the improvements to the Washtenaw Corridor.

CHARTER TOWNSHIP OF YPSILANTI FEBRUARY 25, 2013 WORK SESSION MINUTES PAGE 2

2. 1034 MAPLEWOOD

Ron Fulton, Building Director provided a brief update on success of 1034 Maplewood, along with before and after photos. Mr. Fulton stated the home, which was cited as a public nuisance, had been fully renovated and issued a Certificate of Occupancy.

REVIEW AGENDA

Supervisor Stumbo reviewed the agenda with further discussion on the following items:

1. PUBLIC HEARING

A. 7:00 P.M. – REQUEST OF SENSITILE SYSTEMS, LLC, LOCATED AT 1735 HOLMES ROAD IN YPSILANTI TOWNSHIP, FOR AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE – RESOLUTION NO. 2013-1 (PUBLIC HEARING SET AT THE JANUARY 28, 2013 REGULAR MEETING)

Attorney Winters stated he spoke with the Sensitile Systems owners and suggested they contact their CPA for guidance regarding their request for 12-year abatement.

Supervisor Stumbo stated the three full-time officials recently met with Mr. & Mrs. Lath who had provided them with a tour of the business. She provided a brief overview of the type of work done by Sensitile Systems and the future expansion they had planned.

The Board discussed the State's proposed elimination of personal property tax by 2016 and the impact it would have on their personal property tax abatement.

Attorney Winters stated if Sensitile Systems revoked their personal property tax abatement in 2016, the Board could choose to invoke the "claw-back" provision of the IFT agreement. He said the owners could request fewer than twelve (12) years for the abatement.

Trustee Mike Martin voiced his concern that employment had not increased as projected and the length of time requested for the abatement.

Supervisor Stumbo explained that their employment fluctuated from as many as 46 to the current number of 27 because the business was contract based and dependent on orders. She stressed that if the law passed, personal property taxes would all be eliminated anyway. Supervisor Stumbo further stated the Township Board approved the first 328-tax abatement for Ford Motor Company in 2010, which was a 100% tax abatement that would generate zero taxes for six (6) years, to retain jobs.

CHARTER TOWNSHIP OF YPSILANTI FEBRUARY 25, 2013 WORK SESSION MINUTES PAGE 3

Clerk Lovejoy Roe explained that through attending economic developmental meetings, it was apparent that tax abatements were readily granted across the country and if the Township did not grant the abatement, someone would.

NEW BUSINESS

1. RENAME FORD HERITAGE PARK PLAYGROUND ADVENTURES STRUCTURE TO JAN HALE PLAYGROUND ADVENTURES

Supervisor Stumbo explained the Board sent this request to the Park Commission in April of 2011 but they chose not to take action. She said Jan Hale was in Hospice and it would be great if the Board would handle the renaming.

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

Brittany King, Director of the Community Cat Program Operations with the Humane Society provided a brief overview of the proposed pilot program.

ADJOURNMENT

The meeting adjourned at approximately 7:00 p.m.

Respectfully submitted,

Karen Lovejoy Roe, Clerk

Relmagine Washtenaw Avenue

Project Update Ypsilanti Charter Township Board of Trustees February 11, 2013

Nathan Voght, Project Manager

Washtenaw County Office of Community and Economic Development



www.washtenawavenue.org

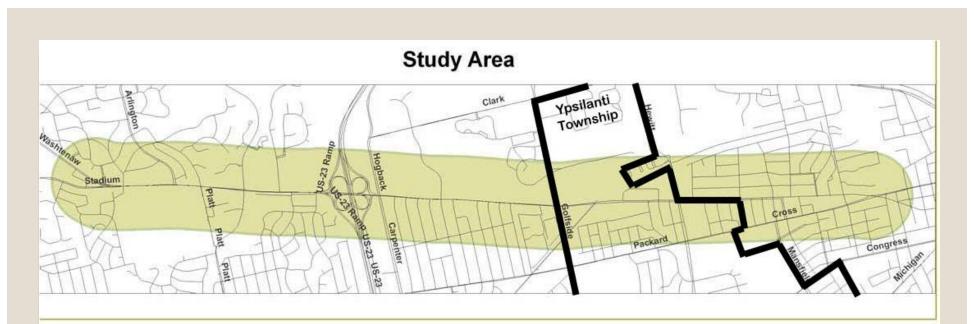
www.facebook.com/reimaginewashtenaw

@washtenawavenue



What is Relmagine Washtenaw?

A <u>multi-jurisdictional</u>, <u>cooperative</u> <u>planning and implementation</u> effort to TRANSFORM Washtenaw Avenue around efficient mass transit into an attractive, vibrant, walkable, mixeduse corridor, with sense of place.



Quick Stats:

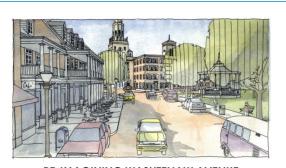
5 Miles Long x ¼ mile wide
(0.7 mile (N) and 1.1 mile (S) segment in Ypsilanti Township)
1.25 square miles of land
1600 acres of land
100 acres is under-utilized and appropriate
for infill or redevelopment
4,452 housing units

Previous Studies

Corridor

Strategy

2010



RE-IMAGINING WASHTENAW AVENUE Multidisciplinary Action Project Report Washtenaw County University of Michigan Stephen M. Ross School of Business April 2010



Washtenaw Avenue Corridor Green Infrastructure Assessment January 2012

SEMCOG . . . Creating Success in Southeast Michigan Southeast Michigan Council of Governments



Public Outreach/Input Since 2008

- 6 Visioning Workshops/Design Charrettes
- I online survey
- 1 online concern mapping exercise
- 1 visual preference survey
- 3 business-owner specific meetings
- 3 all-corridor land owner meetings
- 1 Impact Event presentation
- 8 community board/council presentations
- 3 neighborhood-specific meetings
- 4 community public hearings
- 1 Concentrate Speaker Series event
- 10 articles
- 2 radio interviews, 2 follow-up slots
- Other groups presented to: HBA, Chambers, WATS Technical & Policy Committees, AATA Senior Staff, UofM, EMU, Urban County





H3

Community Shared Goals

Mixed use corridor

Housing, retail space, office space, all easily accessible through high quality transit

Vibrant neighborhoods and commercial areas connected by safe and pleasant walking and biking facilities



Current Active Partners



Ypsilanti Township

the official website of the Charter Township of Ypsilanti



TheRide

Ann Arbor Transportation Authority









OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT





Why Washtenaw Avenue?

- High Traffic Volumes
- Highest Transit Ridership
- High Housing Density
- Connects numerous large institutions/organizations
- Existing infrastructure
- Auto-centric corridor with access management issues
- Poor non-motorized network
- Willing partners

How will we do it? Corridor Redevelopment Strategy

- Provide efficient and reliable mass transportation
- "Pulsing" higher density development at Node intersections.
- Create "Sense of Place" at Nodes.
- Encourage Transit Oriented Development to better integrate transit with adjacent land uses.
- Add and/or complete walking and biking networks.
- Provide range of housing housing opportunities and choices.
- Improving stormwater management through green infrastructure.
- Update Master Plans and Zoning Ordinances in all communities to implement the ReImagine Washtenaw vision.

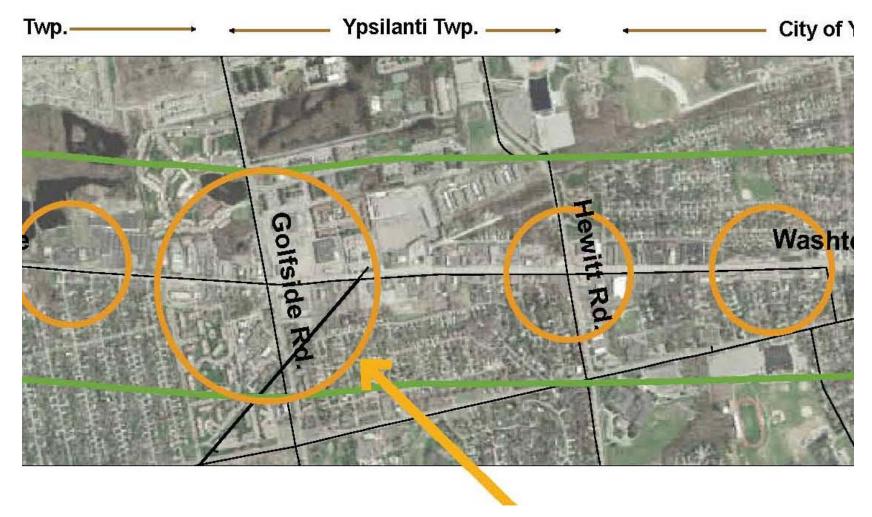
Ypsilanti Township Vision-2007 Master Plan

- 2012 Master Plan Process underway
- 2007 Master Plan Town Center Designation
 - Walkable
 - Mixed-Use
 - Residential above commercial
 - Integrated into a pedestrian-friendly area
 - Activity center with sense of place
 - Transit Oriented Development
 - Support expansion of transit
 - Buildings relate to street
 - Parking lots behind buildings
- 2010 Corridor Redevelopment Strategy applies Town Center concepts at "Node" intersections

Vision for Building Form



2010 Redevelopment Strategy – "Nodes"



Zoning Implementation



Washtenaw County is HUD Challenge Grant Recipient

- Three year grant, 2012 through 2014
- County/Ypsilanti Township contract to utilize HUD funding to amend Master Plan, zoning regulations, and design guidelines to implement the ReImagine Washtenaw concepts.
- County also funding Pittsfield Township and City of Ypsilanti Master Plan and zoning regulations for the corridor.
- Coordinated approach assisted by Carlisle/Wortman Associates and LSL Planning through Joint Work Plan (see next slide).
- End result is cohesive and consistent development standards for the entire corridor.



Joint Work Plan Pittsfield and Ypsilanti Townships

- Regional, cooperative approach favored by HUD.
- County has individual contracts with Pittsfield Township, Ypsilanti Township, and City of Ypsilanti to use HUD funding for MP/ZO updates.
- Joint Work Plan developed by Carlisle/Wortman Associates, LSL Planning, Washtenaw County, and planners from both communities, and attached to contracts.
- Work Plan coordinates two separate efforts in Pittsfield and Ypsilanti Townships to incorporate ReImagine Washtenaw concepts in the Master Plan, Zoning Ordinance, and Design Guidelines.
- City of Ypsilanti's Master Plan and Zoning update process will make use of and incorporate Work Plan products.



Ypsilanti Township Progress

 Golfside Rd. "Road Diet" and intersection pedestrian improvements

Ypsilanti Township Progress

• Pedestrian Crossing/Sidewalks



Current Corridor Projects

- Master Plan/Zoning Updates, Joint Work Plan
- Corridor right-of-way, transit station, multi-modal facilities design study (2013)
- Transportation Demand Management technical assistance from Smart Growth America (2013)
- Transit Signal Priority initiative (2014)
- AATA doubling of weekday service on route 4

2013 Outlook

- Presentations to all units and continued outreach/education to the public on our efforts
- April public meetings for ROW/Transit Station Design/Multi-Modal study
- June completion of Transportation Demand Management Technical Assistance
- Complete Master Plan and Zoning updates for Ypsilanti and Pittsfield Townships
- City of Ypsilanti Master Plan and Zoning Ordinance update process underway, complete in 2014
- Continue infill of the non-motorized network
- AATA doubling of weekday service on route 4
- Review of ReImagine Washtenaw organizational structure

QUESTIONS?

www.WashtenawAvenue.org

Nathan Voght voghtn@ewashtenaw.org 734-222-3860







CHARTER TOWNSHIP OF YPSILANTI MINUTES OF THE FEBRUARY 25, 2013 REGULAR MEETING

PROPOSED

The meeting was called to order by Supervisor Brenda L. Stumbo, at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited and a moment of silent prayer was observed.

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

Members Absent: None

Legal Counsel: Wm. Douglas Winters

PUBLIC HEARING

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

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

There were no comments from the public.

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

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

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

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

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

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

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

Clerk Lovejoy Roe read the resolution into the record.

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

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

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

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

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

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

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

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

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

CONSENT AGENDA

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

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

SUPERVISOR REPORT

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

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

CLERK REPORT

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

CHARTER TOWNSHIP OF YPSILANTI FEBRUARY 25, 2013 REGULAR MEETING MINUTES PAGE 3

TREASURER'S REPORT

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

TRUSTEE REPORT

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

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

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE

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

NEW BUSINESS

1. BUDGET AMENDMENT #3

Clerk Lovejoy Roe read the Budget Amendment into the record.

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

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

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

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

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

The motion carried unanimously.

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

Clerk Lovejoy Roe read the resolution into the record.

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

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

Clerk Lovejoy Roe read the resolution into the record.

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

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

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

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

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

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

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

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

The motion carried unanimously.

CHARTER TOWNSHIP OF YPSILANTI FEBRUARY 25, 2013 REGULAR MEETING MINUTES PAGE 5

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

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

AUTHORIZATIONS AND BIDS

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

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

ADJOURNMENT

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

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

Respectfully submitted,

Brenda L. Stumbo, Supervisor Charter Township of Ypsilanti Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

CHARTER TOWNSHIP OF YPSILANTI 2013 BUDGET AMENDMENT #3

February 25, 2013

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

Total Increase

\$225,000.00

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

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

Board Meeting 3/26/2012

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

A motion was made by Clerk Lovejoy Roe, supported by Trustee Mike Martin to approve Resolution No. 2012-10, Authorizing MDNR LWCF Grant Matching Funds. The motion carried unanimously. Motion to Amend the 2013 Budget (#3):

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

CHARTER TOWNSHIP OF YPSILANTI RESOLUTION NO. 2013-4

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

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

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

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

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

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

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

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

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

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2013-4 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on February 25, 2013.

Karen Davejoy

Karen Lovejoy Roe, Clerk Charter Township of Ypsilanti

PURCHASE OF SERVICE AGREEMENT

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

1. <u>TERM</u>

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

2. <u>SERVICE PROVIDED</u>

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

3. DESIGNATED REPRESENTATIVES

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

4. <u>FINANCIAL MANAGEMENT</u>

4.1 Payments by Purchaser

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

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

4.2 Financial Assumptions, Power of Authority to Modify Services

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

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

4.3 <u>Mutual Cooperation Among Governmental Units</u>

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

4.4 <u>Fares</u>

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

5. <u>EQUIPMENT</u>

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

6. <u>PERSONNEL</u>

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

7. <u>INDEMNIFICATION</u>

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

8. <u>ASSIGNMENT</u>

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

9. <u>EXTENSION</u>

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

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

10. <u>TERMINATION</u>

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

11. EQUAL EMPLOYMENT OPPORTUNITY

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

12. MODIFICATION OF AGREEMENT

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

13. EVIDENCE OF INSURANCE

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

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

Purchase of Service Agreement Page 4

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

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

ANN ARBOR TRANSPORTATION AUTHORITY

Michael Ford

Michael Ford Chief Executive Officer

YPSILANTI TOWNSHIP

de d. Stient Karen Janijay Ray

Exhibit #2

page 1

YPSILANTI TOWNSHIP Fixed Route Service COST CALCULATION

2012 6,635 \$112.43	2013 6,635	CHANGE
	6,635	0.0%
	6,635	0.0%
\$112.43		0.0,0
	\$118.24	5.2%
\$745,973	\$784,522	5.2%
n an		
\$103,026	\$117,637	14.2%
\$234,310	\$240,456	2.6%
<u>\$163,107</u>	<u>\$178,422</u>	9.4%
\$500,443	\$536,515	7.2%
<u>\$245,530</u>	<u>\$248,007</u>	1.0%
\$745,973	\$784,522	5.2%
	\$103,026 \$234,310 <u>\$163,107</u> \$500,443 <u>\$245,530</u>	\$745,973 \$784,522 \$103,026 \$117,637 \$234,310 \$240,456 \$163,107 \$178,422 \$500,443 \$536,515 \$245,530 \$248,007

Ypsilanti Township			
Payment	\$245,530	\$248,007	1.0%

Exhibit #2 page 2

YPSILANTI TOWNSHIP A-Ride Service COST CALCULATION

· .

	2012 Budgeted	2013 Budgeted	CHANGE
EXPENSES			2010
Passenger Trips	15,466	15,696	1.5%
Cost per Trip	\$21.61	\$26.21	21.3%
Total Cost	\$334,220	\$411,398	23.1%
REVENUES	ne na anna 1977 (bhanna anna anna anna anna anna anna ann	an a star ann an	veztr a bener na menopen ježi je bila da na menopen se vezer se vezer menopen se vezer se vezer se vezer se vezer
Categorical Federal / State Grants	\$92,500	\$142,115	53.6%
State Operating Assistance	\$142,345	\$163,874	15.1%
Passenger Fares	<u>\$46,398</u>	\$47,089	1.5%
Revenue Subtotal	\$281,243	\$353,077	25.5%
Local Share	\$52,978	\$58,321	10.1%
Total Revenue	\$334,220	\$411,398	23.1%
Ypsilanti Township Payment	\$52,978	\$58,321	10.1%

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

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

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

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

SECTION I

Definitions

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

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

2/15/2013

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

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

2/15/2013

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

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

In the Presence of:

TOWNSHIP OF YPSILANTI

Manay Wyryblanske Mance Wyryblanske

By <u>Prenda R. Streml.</u> Its Karen Jariejay Pal

HUMANE SOCIETY OF HURON VALLEY

Ву_____

lts_____

CHARTER TOWNSHIP OF SUPERIOR

3040 N. PROSPECT RD.

SUPERIOR TWP, MI 48198

CHARTER TOWNSHIP OF YPSILANTI

7200 S. HURON RIVER DRIVE

YPSILANTI TWP, MI 48197

Subject: Automatic Mutual Aid agreement

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

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

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

In witnessed whereof, the parties have caused this Agreement to be signed on the $\frac{\partial S}{\partial S}$ day of $\frac{\partial O13}{\partial S}$.

William McFarlane, Supervisor

Date

Superior Charter Township

Charter Township of Ypsilanti

Brenda Stumbo, Supervisor

alaslis Gr.

Karen Lovejoy-Roe, Clerk

henda Dt.

Date

mle 2/25/13

Date

Charter Township of Ypsilanti

Eric Copeland, Fire Chief

Date

Charter Township of Ypsilanti

Dave Phillips, Clerk

Superior Charter Township

James Roberts, Fire Chief

Date

Superior Charter Township



December 11, 2012

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

RE: Ford Lake Park Tennis Courts Ypsilanti Township

Jeff:

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

Project Background

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

Scope of Professional Services

1. Final Design Phase:

- Develop site plans and maps.
- Submit plan to and meet with the township to discuss.
- Review site drainage.
- Develop site detail drawings.
- Develop construction and specification notes to add to the drawings for the site work.
- Work with the owner to finalize the court plans.
- Finalize plans, sections and details.
- Create bidding documents and specifications that will include technical and product information so that bidding can be completed.
- 2. Bidding Assistance Phase:
 - Prepare the construction bid advertisement for placement in the local newspaper and selected contractor publications.
 - Make plans and specifications available to interested contractors.
 - Hold a pre-bid meeting.
 - Answer questions to the contractors preparing the bids.
 - Prepare any necessary addenda.
 - Open bids with you.

Ypsilanti Township Ford Lake Tennis Courts December 11, 2012

Page 2 of 3

3. Construction Administration Phase:

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

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

Additional Services

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

Fee Schedule

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

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

Ypsilanti Township Ford Lake Tennis Courts December 11, 2012

Page 3 of 3

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

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

Sincerely,

Phil A. Westmoreland, P.E. Senior Associate

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

Robert R. Eggers, AICP Principal

SPICER GROUP, INC.

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

Cc: SGI File SMC, Acctg.

Attachments:

General Conditions

Above proposal accepted and approved by Owner.

YPSILANTI TOWNSHIP

prenda of Strends By:

Authorized Signature

Brenda L. Stumbo Printed Name

Supervisor

By:

Title Laren Janejay Rep Authorized Signature

Karen Lovejoy Roe Printed Name

Clerk Title

Date:

2-25-13

03/08/2013 02:06 PM CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI User: mharris CHECK NUMBERS 160705 - 160797 DB: Ypsilanti-Twp Page: 2/2

Check Date	Bank	Check	Vendor	Vendor Name	Amount
02/26/2013	AP	160783	M. BENNETT	MELISSA BENNETT	14.00
02/26/2013	AP	160784	N. THAYER	NATHAN THAYER	14.00
02/26/2013	AP	160785	P. LITTLEF	PAULA LITTLEFIELD	14.00
02/26/2013	AP	160786	P. NOWAKOW	PETER NOWAKOWSKI	14.00
02/26/2013	AP	160787	R. GRABEL	RAYMOND GRABEL	14.00
02/26/2013	AP	160788	R. WEGRYN	RICHARD WEGRYN	35.50
02/26/2013	AP	160789	9970	ROBIE CANNON	35.50
02/26/2013	AP	160790	S. RAGLIN	STEFANEE RAGLIN	14.00
02/26/2013	AP	160791	S. JARACZ	SUSAN JARACZ	14.00
02/26/2013	AP	160792	T. HOWLEY	TIMOTHY HOWLEY	14.00
02/26/2013	AP	160793	W. BRADNER	WILLIAM BRADNER	35.50
02/26/2013	AP	160794	6433	DR TRAILER SALES	698.00
02/28/2013	AP	160795	16315	CAMTRONICS COMMUNICATIONS CO.	596.69
02/28/2013	AP	160796	CONTRACTOR	CONTRACTORS CONNECTION	52.50
02/28/2013	AP	160797	2921	UNITED STATES POST OFFICE	372.99

AP TOTALS:

Total of 93 Checks: Less 0 Void Checks: Total of 93 Disbursements:

136,851.33 0.00
136,851.33

Accounts Parable Checks - 107,529.63

HAND Checks

136,851.33

244,380.96

GRAD Total

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13/08/2013 AP 160855 1507 STATE OF MICHIGAN M. D.N.R.E. 500. 03/08/2013 AP 160856 6442 STATE OF MICHIGAN M. D.N.R.E. 500. 03/08/2013 AP 160856 6442 STATE OF MICHIGAN M. D.N.R.E. 699. 03/08/2013 AP 160857 16384 UNIFIED TELECOM SOLUTIONS, LLC 699. 03/08/2013 AP 160859 0444 WASHTENAW COUNTY TREASURER# 41,462. 03/08/2013 AP 160860 7054 YCUA 1,563. 03/08/2013 AP 160861 7054 YCUA 4,690. 03/08/2013 AP 160862 0480 YPSILANTI COMMUNITY 96. 03/08/2013 AP 160862 0480 YPSILANTI COMMUNITY 500.						94.6
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03/08/2013 AP 160862 0460 11515AUT COMPARTY CASH 500.	03/08/2013					
03/08/2013 AP 160863 641/ YPSILANTI TWP PETTY CASH 500.	03/08/2013					
	03/08/2013	AP	160863	6417	IPSILANTI TWP PETTI CASH	500.0
	AP TOTALS:					107,529.
107,529.	rotal of 66	unecks:				- , ,

Total of 66 Checks: Less 0 Void Checks: 0.00

Total of 66 Disbursements:

107,529.63

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP					
02/19/2013	AP	160705	A. SHOHATT	ABDUL-AZIZ SHOHATTI	55.50
02/19/2013	AP	160706	A. BECK	ANGELA BECK	14.00
02/19/2013	AP	160707	A. WILLIAM	ANGELA WILLIAMS	14.00
02/19/2013	AP	160708	A, POITIER	ANNIE POITIER	$14.00 \\ 14.00$
02/19/2013	AP	160709	B. VONLINS	BRENDA VONLINSOWE CHARLES SINKULE	14.00
02/19/2013 02/19/2013	AP AP	160710 160711	C. SINKULE C. OGUEJIO	CHUKWUMA OGUEJIOFOR	14.00
02/19/2013	AP	160712	D. DESENTZ	DANNY DESENTZ	14.00
02/19/2013	AP	160713	D. BYRNE	DEBBY BYRNE	14.00
02/19/2013	AP	160714	D. FARR	DELORES FARR	55.50
02/19/2013	AP	160715	D. FRY	DENISE FRY	14.00
02/19/2013	AP	160716	E. BLACK	EARLENE BLACK	$14.00 \\ 14.00$
02/19/2013 02/19/2013	AP AP	160717 160718	E. HAWKINS J. YORK	EMMA HAWKINS JOHN YORK	14.00
02/19/2013	AP	160719	J. COMAZZI	JOSEPH COMAZZI	14.00
02/19/2013	AP	160720	J. ROGERS	JUDY ROGERS	55.50
02/19/2013	AP	160721	J. BRESCOL	JUSTIN BRESCOL	14.00
02/19/2013	AP	160722	16140	KARA WANG	14.00
02/19/2013	AP	160723	K. HUSKETH	KIMBERLY HUSKETH	14.00 14.00
02/19/2013	AP	160724 160725	L. GAUSE L. ALLRED	LAURIE GAUSE LINDA ALLRED	14.00
02/19/2013 02/19/2013	AP AP	160726	M. JONES	MARSHA JONES	55.50
02/19/2013	AP	160727	M. LEMIRE	MARY LEMIRE	14.00
02/19/2013	AP	160728	M. MORGAN	MELANIE MORGAN	55.50
02/19/2013	AP	160729	M. CRUDUP	MELTON CRUDUP	14.00
02/19/2013	AP	160730	M. HOLDER	MICHAEL HOLDER	14.00
02/19/2013	AP	160731	16412 N. MCDOUGA	MICHAEL LEE NORMA MCDOUGALL	14.00
02/19/2013 02/19/2013	AP AP	160732 160733	R. LANDSKR	RICHARD LANDSKROENER	14.00
02/19/2013	AP	160734	R. OATES	ROBERT OATES	14.00
02/19/2013	AP	160735	S. RAUEN	SARAH RAUEN	14.00
02/19/2013	AP	160736	S. BRIGGS	SHEILA BRIGGS	14.00
02/19/2013	AP	160737	S. BRYANT	SIMONE BRYANT	14.00
02/19/2013	AP	160738	T. JENKINS	THOMAS JENKINS	55.50 14.00
02/19/2013	AP	160739	V. JASZCZ V. ALTON	VICTOR JASZCZ VIVIAN ALTON	14.00
02/19/2013 02/19/2013	AP AP	160740 160741	W. BEVINS	WILLIAM BEVINS	14.00
02/20/2013	AP	160742	5049	BLUE CROSS BLUE SHIELD OF MI	31,939.95
02/20/2013	AP	160743	DEARBONNAT	DEARBORN NATIONAL LIFE INSURANCE	3,130.62
02/20/2013	AP	160744	2002	DELTA DENTAL PLAN OF MICHIGAN	13,928.14
02/20/2013	AP	160745	0426	GUARDIAN ALARM	453.93 71.21
02/20/2013	AP	160746	1475	VERIZON WIRELESS VERIZON WIRELESS	1,031.81
02/20/2013 02/20/2013	AP AP	160747 160748	1475 1475	VERIZON WIRELESS	715.13
02/20/2013	AP	160749	0480	YPSILANTI COMMUNITY	197.81
02/21/2013	AP	160750	0503	HOME DEPOT	86.55
02/26/2013	AP	160751	6821	AT & T	1,234.70
02/26/2013	AP	160752	0363	COMCAST CABLE	211.95
02/26/2013	AP	160753	0363	COMCAST CABLE	81.90 81.90
02/26/2013	AP	160754	0363 0363	COMCAST CABLE	81.95
02/26/2013 02/26/2013	AP AP	160755 160756	0363	COMCAST CABLE	37.15
02/26/2013	AP	160757	0363	COMCAST CABLE	216.90
02/26/2013	AP	160758	0363	COMCAST CABLE	81.90
02/26/2013	AP	160759	0363	COMCAST CABLE	147.97
02/26/2013	AP	160760	0119	DTE ENERGY**	79,672.99 70.00
02/26/2013	AP	160761	0426	GUARDIAN ALARM	305.19
02/26/2013	AP	160762 160763	0426 A. REED	GUARDIAN ALARM ALLYN REED	14.00
02/26/2013 02/26/2013	AP AP	160764	A. WALKER	ANTHONY WALKER	14.00
02/26/2013	AP	160765	A. TATE	ANTONINA TATE	14.00
02/26/2013	AP	160766	B. RONSKI	BRIAN RONSKI	35.50
02/26/2013	AP	160767	C. BERTEEL	CHERYL BERTEEL	14.00
02/26/2013	AP	160768	D. SPRAGUE	DENISE SPRAGUE	14.00 14.00
02/26/2013	AP	160769	E. DEO-PER	ERIN DEO-PEREZ	35.50
02/26/2013	AP AP	$160770 \\ 160771$	12393 G. ANDRADE	GENEVA OLEARY GREGORY ANDRADE	14.00
02/26/2013 02/26/2013	AP	160772	J. JACKSON	JAMES JACKSON	14.00
02/26/2013	AP	160773	J. CROMER	JASON CROMER	35.50
02/26/2013	AP	160774	J. DEVEREA	JOHN DEVEREAUX	14.00
02/26/2013	AP	160775	K. HARTWEL	KATHLEEN HARTWELL-KING	14.00
02/26/2013	AP	160776	L. MANNERY	LARNCE MANNERY	14.00
02/26/2013	AP	160777	L. PATTERS	LISA PATTERSON	14.00
02/26/2013	AP	160778	L. OBANNER	LORENE OBANNER	14.00
02/26/2013	AP	160779 160780	4753 M. GELWIX	LUCIOUS GRISHAM MAGDALENA GELWIX	35.50
02/26/2013 02/26/2013	AP AP	160781	M. FOSTER	MARY FOSTER	14.00
		TOLOT	LAN LOUIDIN		14.00

SUPERVISOR REPORT

A. SUPERVISOR STUMBO WILL REPORT ON MEETINGS ATTENDED BY OFFICIALS AND STAFF

Submitted by Karen Lovejoy Roe, Clerk

- <u>RETENTION FILES AND ORGANIZATION</u>-This project is still continuing with Clerk Lovejoy Roe and staff reviewing all files for retention and organization. This project is a very large project which will continue through all of 2013. After the Community Center storage areas are completed work will also need to take place at the Fire Station. This work is being undertaken in preparation for new software to manage the township information system. Preparation is also being completed to determine items for micro fiche copying. Many documents are too fragile to be scanned into an electronic system yet must be preserved.
- <u>YTOWN DOMAIN USEAGE-</u> A resident and neighborhood coordinator requested to have their neighborhood website use the YTOWN domain. A meeting was held on Monday, March 4, 2013 with staff and elected officials to discuss the possibility of allowing the use of our domain. All agreed it was a great idea but that a policy would need to be developed. The Information System department is currently working on the new website and it was suggested that this issue be reviewed again in the late summer or early fall when the website project was completed.
- <u>PASSPORTS</u>-Clerk's staff continues to process passports daily. As travels plans are being made for 2013 passport requests are increasing during this time of year.
- <u>POLICE SERVICES STEERING COMMITTEE MEETING-</u> Supervisor Stumbo, Clerk Lovejoy Roe and Mike Radzik, Office of Community Standards Director attended the Police Services Committee Meeting on Wednesday, March 6, 2013. The group discussed out of jurisdiction issues, overtime plans and extension of current contract. Washtenaw County is currently preparing a four year budget cycle which requires establishing a price for the contract communities this year as a part of their budget process. The group discussed contract extension for 2 years, 2016 and 2017.
- <u>REIMAGINE WASHTENAW</u>-Next meeting date is Wednesday, March 13, 2013.
- <u>GM/RACER TRUST</u>-Supervisor Stumbo, Treasurer Doe, Clerk Lovejoy Roe & Mark Perry, Economic Development Professional continue to meet weekly on plans to develop and promote economic development on the GM property and on other properties in the township. Meetings were held on February 22 and March 4, 2013.
- <u>DTE MEETING REGARDING YPSILANTI TOWNSHIP PROJECTS-</u> Supervisor Stumbo, Treasurer Doe, Clerk Lovejoy Roe and Residential Services Director Jeff Allen met with representatives from DTE on February 20, 2013. There are several DTE projects in Ypsilanti Township that are currently underway: Ford Blvd Lighting, MDOT Car Pool Lot lighting at I-94/Huron St., LED Replacement Lights for Township Lights and Grove Road Lighting are all projects that are either currently underway or are being discussed for work in the 2013 building season. Agreements for Ford Blvd. Lighting and also an LED Conversion Project will be on the agenda for the March 11, 2013 meeting. The Park and Ride LED lighting project agreement will be on a later board agenda. DTE will also be preparing documents to convert all lighting in Ypsilanti Township to LED where there are operational cost savings.
- <u>MILLAGE PROPOSALS FOR 2013-</u> Accounting Director, Javonna Neel has been working with David Williamson, Township Accountant and Linda Gosselin, Assessing Director, on projections of revenues and expenditures for over the next four years, through 2017. These projections are needed to make plans for the millage election in August. The current millages expire at the end of 2013. The elected officials have been meeting several days a week to research and analyze financial information in preparation of the millage election.

TREASURER REPORT

THERE IS NO WRITTEN TREASURER REPORT

TRUSTEE REPORT

THERE IS NO WRITTEN TRUSTEE REPORT

ATTORNEY REPORT

GENERAL LEGAL UPDATE

CHARTER TOWNSHIP OF YPSILANTI 2013 BUDGET AMENDMENT #4

March 11, 2013

	AL OPERATIONS FUND	Tot	al Increase	\$238,306.94
purchasing prici	nent line item to purchase 2 mowers and ing for both a 60" mower for \$11,558.82 Il be funded by an Appropriation of the P	, a 72" mower for \$11,843.52, and a		
Revenues:	Prior Year Fund Balance	101 000 000 600 000	¢26 401 24	
Revenues.		101-000-000-699.000 Net Revenues		
Expenditures:	Equipment	101-774-000-977.000		
		Net Expenditures	\$26,401.34	
	Lighting Non Assessment line item to co hts for Ford Blvd. in the amount of \$126 und Balance.	u		
Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$211,905.60	
		Net Revenues	\$211,905.60	
Expenditures:	Street Lighting Non Assessment	101-956-000-926.000	211,905.60	
		Net Expenditures	\$211,905.60	
				\$00.00E.00
206 - Fire Dep	artment	int to install vehicle exhaust systems	Total Increase	\$63,225.00
Increase budget stations. The to \$51,283. The m approved at the started in 2013. expenditure will	t line item stated below for approved Gra stal bid on the project is \$63,225. The gra atching Township expenditure is \$11,94 August 27, 2012 Board Meeting for the The project was not included in 2013 bi be funded by an Appropriation of the Pri	ant was received on 2/28/13 in the a 2 . The 2012 Budget Amendment # project, but it was not used becaus udget. The \$11,942 matching Towr ior Year Fund Balance.	s to all three mount of 6 was originally es the project nship	\$63,225.00
Increase budget stations. The to \$51,283. The m approved at the started in 2013.	t line item stated below for approved Gra tal bid on the project is \$63,225. The gra natching Township expenditure is \$11,94 August 27, 2012 Board Meeting for the The project was not included in 2013 bu	ant was received on 2/28/13 in the a 2 . The 2012 Budget Amendment # project, but it was not used becaus udget. The \$11,942 matching Towr	s to all three mount of 6 was originally se the project nship \$51,283.00 \$11,942.00	\$63,225.00
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Motion to Amend the 2013 Budget (#4):

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

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

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

Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Freasurer LARRY J. DOE Frustees JEAN HALL CURRIE STAN ELDRIDGE MIKE MARTIN SCOTT MARTIN



7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 481-0617 Fax: (734) 484-0002 www.ytown.org

Supervisor's Office

TO: Board Members



FROM: Brenda L. Stumbo, Supervisor

DATE: March 4, 2013

RE: YCUA Appointment

As you may recall, we had a resignation on the YCUA board and the current appointee agreed to stay until an appointment was made. I would like to recommend that Keith Jason be appointed to replace Greg Peoples on the YCUA board, effective March 12, 2013 thru December 31, 2015.

Both men work for EMU, who is YCUA's largest customer. Attached is Keith's resume for your review. I believe it is time to start transitioning and mentoring our young professionals into township involvement as we mature. It is also important that we continue to engage Eastern Michigan University as a partner in our community.

Thank you for your consideration of this appointment.

Attachment

Education

Eastern Michigan University, Ypsilanti, MI

Master of Arts in Educational Leadership; Concentration: Student Affairs, April, 2005

Eastern Michigan University, Ypsilanti, MI

Bachelor of Business Administration; Concentration: Marketing, April, 2003

Experience

Coordinator of Student Services

College of Technology, Eastern Michigan University, Ypsilanti, MI 1/2008-present

- Oversight of advising on general education advising and the selection of a major for all undergraduate students in the college
- Orchestration of college wide advising outreach plans
- Development of systems to track and communicate with students from admission to enrollment, the first semester experience and beyond
- Facilitation of the transition from paper to digital file storage for student records
- Creation of marketing brochures for undergraduate and graduate programs
- Coordination of college wide presence for on and off campus recruiting events
- Present on behalf of the college during recruiting and scholarship events
- Supervision, training and evaluation of graduate assistants and undergraduate student staff
- Management of annual marketing and recruiting budget
- Serve on the University's Campus Wide Advising committee
- Member of the Red Lantern Degree Auditing implementation planning committee

Adjunct Instructor

College of Technology, Eastern Michigan University, Ypsilanti, MI 9/2010-12/2011

- Served as classroom instructor for STS 150: "Understanding Technology"
- Prepared lesson plans and classroom exercises to help students understand the intersections of technology and society in order to become more informed consumers of technology
- Received the highest rating of "Much Above Average" from students during instructor evaluations

Financial Aid Advisor

Financial Aid Office, Eastern Michigan University, Ypsilanti, MI 4/2006-1/2008

- Managed aid packages for Veterans and Summer Incentive Program students
- Served as a member of pilot team for university-wide AQIP continuous improvement initiative that enhanced the quality and efficiency of advising services
- Acted as a spokesperson for the office during financial aid awareness presentations
- Created an employee recognition program to boost staff morale

Customer Service Representative

Collections Department, Daimler Chrysler Financial Services, Troy, MI 8/2005-4/2006

- Efficiently communicated corporate regulations to customers while facilitating the collections process
- Minimized corporate losses by efficiently managing a queue of accounts exceeding 31days past due
- Consistently surpassed corporate goals for the amount of dollars collected
- Frequently exceeded the quality assurance standards in the delivery of customer service

Program Coordinator

Center for Multicultural Affairs, Eastern Michigan University, Ypsilanti, MI 8/2003-6/2005

- Co-chaired the African American, Latino and Native American university-wide cultural heritage month celebrations
- Trained and supervised an office staff of six college students
- Oversaw the office controllable and marketing budget

Leadership Experience

Co-Chairman

MLK Celebration Planning Committee, Eastern Michigan University, Ypsilanti, MI 2010-present

- Supervision of the university-wide Martin Luther King Jr. Celebration planning process
 - Facilitate the selection of a keynote speaker
 - Secured \$2,000 in scholarships to be awarded to students in conjunction with educational programming
 - Successfully negotiate corporate sponsorships with nation wide corporations and smaller businesses in the Detroit Metropolitan Area
 - Serve as a liaison between the MLK Committee and the University Marketing and Communications office in order enhance the celebration's web presence and media coverage

Vice Chair

Park Commission, Ypsilanti Township, MI

2012-present

- Assist in the formation of Ypsilanti Township's five year plan for the parks
- Head of the Commission's special projects committee

Mentor

Eastern Michigan Mentor Programs, Ypsilanti, MI

- Mentor students through the First Year Mentor Program and Summer Incentive Program
- Serve on the Ombudsman's advocate committee to help students navigate hearings resulting from code of conduct violations

Awards

Delta Sigma Theta Staff Member of the Year, EMU 2010 NAACP Staff Member of the Year Nominee, EMU 2010 MLK Humanitarian Award Nominee, EMU 2009 Employee of the Month, EMU Office of Financial Aid, September 2007 Excellence Award, Daimler Chrysler Financial Services 2005 BEST Program Graduate, EMU 2005 2000-present

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

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

RECITALS

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

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

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

AGREEMENT

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

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

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

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

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

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

7. <u>Street Lighting Service Rate</u>.

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

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

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

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

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

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

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

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

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

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

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

16. <u>Miscellaneous</u>.

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

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

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

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

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

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

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

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

Company:	Customer:
The Detroit Edison Company	Ypsilanti Township
Ву:	Ву:
Name:	Name:
Title:	Title:

Master Agreement – Page 4

Purchase Agreement

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

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

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

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

11. <u>Special Order Material Terms</u>:

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

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

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

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

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

 Name:
 Title:

 Phone Number:
 Email:

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

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

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

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

12. <u>Experimental Emerging Lighting Technology ("EELT") Terms</u>:

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

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

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

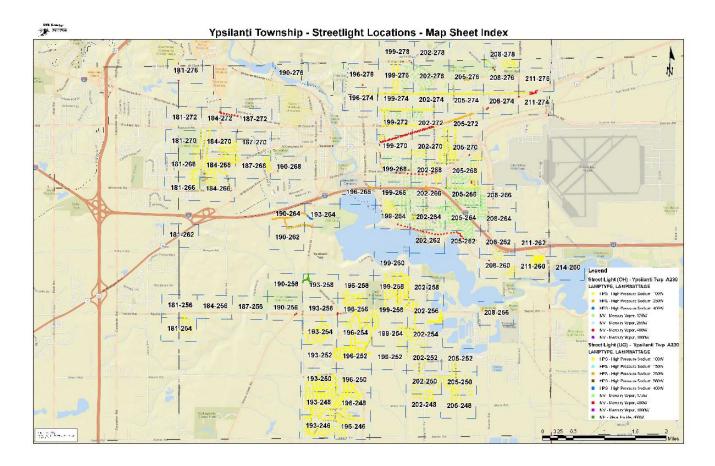
B. Upon the approval of any future MPSC Option I tariff for EELT street lighting equipment, the approved rate schedules will automatically apply for service continuation to the Customer under Option 1 Municipal Street Lighting Rate, as approved by the MPSC. The terms of this paragraph B replace in its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

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

Company:	Customer:
The Detroit Edison Company	Ypsilanti Township
Ву:	Ву:
Name:	Name:
Title:	Title:

Attachment 1 to Purchase Agreement

Map of Location



Ypsilanti Township Mercury Vapor to LED Conversion March 4,2013

Conversion Breakdown: for 220 lights

108-400 watt Mercury Vapor OH to 135 watt LED OH 8-400 watt Mercury Vapor UG to 135 watt LED UG 104-175 watt Mercury Vapor UG to 67 watt LED UG

Total Current Invoice: \$78,982.56 Total Future Invoice: \$49,899.72 Annual Savings: 29,082.84 Energy Optimization Rebate: \$21,692.00 Cost to Convert:\$84,920.00 Out-of Pocket-Ypsilanti Township[After Rebate] \$84,920.00-\$21,692.00=\$63,228.00 Note: The \$84,920.00 is the contact amount paid to DTE in advance

Project Payback: 2.19 years

MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

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

RECITALS

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

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

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

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

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7. <u>Street Lighting Service Rate</u>.

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

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

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

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

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

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

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

16. <u>Miscellaneous</u>.

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

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

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

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

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

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

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

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

Company:	Customer:
The Detroit Edison Company	Ypsilanti Township
Ву:	Ву:
Name:	Name:
Title:	Title:

Master Agreement – Page 4

Purchase Agreement

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

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

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

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

11. <u>Special Order Material Terms</u>:

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

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

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

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

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

 Name:
 Title:

 Phone Number:
 Email:

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

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

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

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

12. <u>Experimental Emerging Lighting Technology ("EELT") Terms</u>:

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

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

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

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

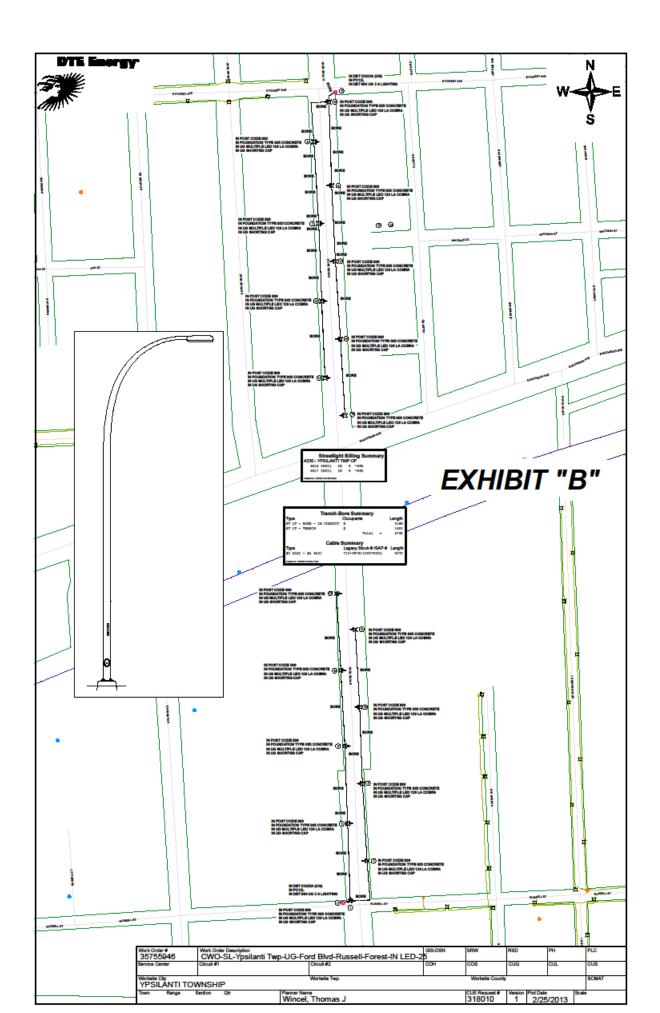
Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:	Customer:
The Detroit Edison Company	Ypsilanti Township
Ву:	Ву:
Name:	Name:
Title:	Title:

Attachment 1 to Purchase Agreement

Map of Location

Purchase Agreement – Page 4





Memorandum

To: Karen Lovejoy Roe, Township Clerk
From: Joe Lawson, Planning Director
Date: March 4, 2013
Re: Re-Imagine Washtenaw HUD Grant/Work Plan Approval

As the Board may recall, on August 27, 2012, the Board approved the contract between Washtenaw County and the Township to accept a \$35,000 grant allocation provided through HUD and administered by the Washtenaw County Community Development Department for planning services associated with the Re-Imagine Washtenaw planning project.

Within the attached contract "approved" by the Board on August 27th was a *place setting* noted as "Appendix 'A' – Approved Work Plan". Since the August 27, 2012 Board meeting, Township planning consultant Brad Strader, County project coordinator Nathan Voght, project planning consultant Dick Carlisle and I worked together to devise the attached work plan for your review and consideration. This proposed work plan was presented to the Board by Mr. Voght during the February 25, 2013 work session.

As this work plan was proposed as an attachment to the previously approved contract, the contract to date has not been fully executed by the County as they await the review and approval of the attached work plan by the Township Board of Trustees.

With that said, it is the request of staff that the Board of Trustees review the attached work plan and should the Board agree, approve the work plan in its entirety in order to permit the execution of the contract by the Washtenaw Board of Commissioners.

If you should have any additional questions or need additional information, please feel free to contact me at your convenience.

Relmagine Washtenaw Master Plan, Zoning, and Design Standards Work Program November 9, 2012

PROJECT PURPOSE

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

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

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

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

ELEMENT I: BACKGROUND

	Tasks	Responsibility
1.1.	Project kickoff with County and	CWA / LSL
	Townships	
1.2.	Create study area database	CWA, with data provided by Townships and County
	a. Parcel Identification	
	i. Acreage	
	ii. Frontage	
	iii. Zoning	
	iv. GIS files	
	b. Land Use Database	
	i. Sidwell	
	ii. Owner	
	iii. Land use category	
	iv. GIS files	
	c. Physical/Spatial Data	
	i. Rights-of-way (including future)	
	ii. Utilities	
	iii. Sidewalks	
	iv. GIS files	
1.3.	Creation of Project Area Base Map in GIS	
1.4.	Meet with JTC to review study scope	CWA (through other contractual obligation)
ELEME	ENT I: OUTCOMES	

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

ELEMENT II: MASTER PLAN EVALUATION AND REVISION

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

ELEMENT II: OUTCOMES

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

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

ELEMENT III: DESIGN STANDARDS/GUIDELINES

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

	 iii. Landscaping, fences, and screening iv. Stormwater management v. Amenities vi. Community spaces vii. Utilities/mechanicals/refuse storage viii. Sustainability h. Branding (optional) i. Analysis of existing conditions ii. Development of alternative brand strategies iii. Development of a new visual identity program and 	
3.4.	standards Consultant team will identify graphics needed to illustrate	
	design standards/guidelines, including identification of design firm to accomplish task	CWA / LSL / Design Firm
3.5.	Consultant team will develop a complete graphic program to accompany the design standards/guidelines	CWA / LSL / Design Firm
3.6.		CWA / LSL / Planning Team
3.7.	Present design standards/guidelines to JTC	CWA
3.8.	Present design standards/guidelines at joint Township workshop	CWA / LSL

ELEMENT III: OUTCOMES

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

ELEMENT IV: ZONING ORDINANCE STANDARDS

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

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

ELEMENT IV: OUTCOMES

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

PHASE V: ADOPTION

Tasks

- 5.1. Consultant team will meet with County and Townships and present proposed Zoning Ordinance and design standards
- 5.2. Consultant team will be present at Planning Commission public hearing and Township Board meeting for adoption

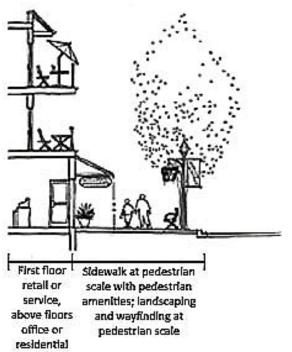
PHASE V: OUTCOMES

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

Responsibility

CWA / LSL / Planning Team

CWA / LSL



Adapted from: DuPont Municipal Code



First floor retail or service, office or residential above





Form and Site Design

Communities should establish procedures that enable consistent application of design guidelines across political boundaries.

- Street facades shall be designed to provide a strong relationship with the sidewalks and streets), and to encourage pedestrian activity through design elements such as:
 - Placement and orientation of doorways, windows, and landscape elements to create direct relationships with the street;
 - Entries and windows that face onto the street;
 - Entries that are clearly defined features of front facades; Facades that include projecting eaves and overhangs, porches, and other architectural elements that provide human scale and help break up building mass;
 - Residential units and storefronts that have a presence on the street;
 - Outdoor seating or business uses;
 - Parking that is located at the side, rear or underneath buildings.
- Common open spaces should connect to the pedestrian pathways and be located to activate the street façade and increase "eyes on the street" when possible.
- 3. Design for easy pedestrian, bicycle, and transit access.
- Communities should orient buildings to the sidewalk providing a prominent pedestrian access and encouraging development of public space along the street frontage.
- Developments should concentrate commercial and office land uses near transit stops with residential units on the upper floors.

Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees JEAN HALL CURRIE STAN ELDRIDGE MIKE MARTIN SCOTT MARTIN



7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-4700 Fax: (734) 484-5156 www.ytown.org

August 28, 2012

Mr. Nathan Voght Community Development County Annex Building 110 N. Fourth #300 Ann Arbor, MI 48107

Re: \$35,000 Grant Allocation Provided Through HUD

Dear Mr. Voght:

At the regular meeting held on August 27, 2012, the Charter Township of Ypsilanti Board of Trustees approved the contract between Washtenaw County and Ypsilanti Township to accept the \$35,000 grant allocation provided through HUD and administered by Washtenaw County Development for planning services associated with re-imagine Washtenaw project.

Enclosed are two copies of the agreement signed by the Township. Once the documents have been fully executed, please forward a copy of the agreement for our files.

If you have any questions, please contact my office.

Sincerely,

Karen Javejoy Rop

Karen Lovejoy Roe Clerk

nkw

Attachment

cc: Brenda L. Stumbo, Supervisor Joe Lawson, Planning Director McLain & Winters File

SERVICE CONTRACT - FEDERAL FUNDED

CR

AGREEMENT is made this and day of AUGLIST, 2012, 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 the Charter Township of Ypsilanti located at 7200 S. Huron River Drive, Ypsilanti, MI 48197 ("Contractor").

Federal / State Contract Number	CCPMI0057-11
Federal Program Title	HUD Community Challenge Planning Grant
CFDA Number	14.704
Federal Funding %	100%

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

ARTICLE I - SCOPE OF SERVICES

This Contract is a component to the Washtenaw County HUD Office of Sustainable Community Challenge Cooperative Agreement.

The Contractor will undertake Master Plan and Zoning Ordinance amendments, and amendments to or adoption of other development standards as determined necessary, to further and implement the 2010 Washtenaw Avenue Corridor Redevelopment Strategy. The 2010 implementation document was jointly and collaboratively adopted by all four communities along the corridor. Grant funding was specifically allocated to the Charter Township of Ypsilanti for the purpose of Master Plan and Zoning amendments that further implement the Washtenaw Avenue corridor goals.

The County is separately engaging Carlisle/Wortman Associates to provide management and coordination services between the amendments provided for by this Contract, and those concurrently proposed for Pittsfield Charter Township. The Contractor agrees to jointly and collaboratively develop a Work Plan with the County, Carlisle/Wortman Associates, and Pittsfield Charter Township to coordinate the amendments. The Work Plan will detail the proposed tasks, scope of work, and intended results of the process - specifically as it relates to the Relmagine Washtenaw goals. The Work Plan is not intended, nor will require, the Contractor to delay or expedite their planned implementation process, but rather work collaboratively towards sharing of information and coordination of development standards with Pittsfield Charter Township, with the goal to achieve reasonably consistent development patterns along the corridor, and, in particular, consistency with the corridor redevelopment strategy.

This work will include the selection and management of a planning consultant or other similar professional(s) to provide technical assistance to the project.

This work will be conducted consistent with the approved Work Plan provide in Exhibit A, which may be amended, and consistent with all applicable program guidelines, including:

- FY 2011 HUD Office of Sustainable Housing and Communities Community Challenge 0 Planning Grant Notice of Funding Availability (FR-5500-N-33).
- HUD Office of Sustainable Housing and Communities Program Policy Guidance. ø
- OMB Circulars A-187, A-133 and A-102, which is incorporated into 24 CFR Part 85. 6
- Approved HUD Logic Model 0
- All other HUD Community Challenge Planning Grant Terms and Conditions.

- Some Terms and Condition excerpts are summarized here as they may be particularly applicable to this Contract:
 - HUD's Office of Sustainable Housing and Communities Substantial Involvement which includes, but is not limited to:
 - Review of potential amendment recommendations to the study/process design and/or workplan
 - Review and recommendations in response to semi-annual progress reports (e.g. amendments to the study/process and/or work plan based on preliminary results)
 - Review and provide recommendations on the final report/study, including final interpretation of results.
 - Review and approval of one stage of work before another can begin.
 - Monitoring to permit specified kinds of direction or redirection of the work because of interrelationships with other projects.
 - Implementing HUD requirements which limit recipient discretion.
 - HUD and Washtenaw County reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others use the copyright in any work developed under this contract.
 - These Federal Funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant at a rate more than the equivalent General Schedule 15, Step 10 Base Pay Rate.
 - Interim and final reports may not be published for a period of sixty days after acceptance of the deliverables by HUD and shall include prescribed disclaimer and acknowledgement.
 - o Social media releases must be coordinated with HUD.

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount not to exceed *Thirty-five thousand dollars (\$35,000)*.

ARTICLE III - REPORTING OF CONTRACTOR

<u>Section 1</u> - The Contractor is to report to *the Director of the Office of Community and Economic Development or designee* and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

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

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

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

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

<u>Section 6</u> - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on August 1, 2012 and ends on December 31, 2013.

ARTICLE V - PERSONNEL

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

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

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

<u>Section 4</u> - 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 negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

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 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.

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#_____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day 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:

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 \$11.40 per hour with benefits or \$ 13.37 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, 2013 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

<u>Section 1</u> - 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 County Administrator (DATE)

APPROVED AS TO CONTENT:

CONTRACTOR

By:

Mary Jo Callan, Director (DATE) Community & Economic Development

renda Stumpo Strendo 8/28/12 Brenda Stumbo, Supervisor (DATE)

Charter Township of Ypsilanti

Kareh Łovejbył Roe, ¢lerk (DA Charter Towhship of Ypsilanti

APPROVED AS TO FORM:

By:

Curtis N. Hedger (DATE) Office of Corporation Counsel **Exhibit A: Approved Work Plan**

Exhibit A

Approved Work Plan

OTHER BUSINESS

Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees JEAN HALL CURRIE STAN ELDRIDGE MIKE MARTIN SCOTT MARTIN



Greens Commission Amby Wilbanks Mike Cobb Larry Doe Larry Hale Carol Simmers

> Phone: (734) 484-4700 Fax: (734) 484-5156 www.ytown.org

February 26, 2013

Karen Lovejoy Roe Ypsilanti Township Clerk 7200 S. Huron River Dr. Ypsilanti, MI 48197

Re: foreUP – Golf POS and Inventory Management Software

Dear Ms. Lovejoy Roe:

At the Regular Meeting held on February 25, 2013, the Ypsilanti Township Greens Commission approved the utilization of the foreUP Golf POS and Inventory Management Software System beginning with the 2013 Season.

We are requesting Board approval for the purchase of a month-to-month foreUP Golf POS and Inventory Management Software subscription, in the amount of \$300 per month budgeted in line item #101.266.000.933.001 and the purchase of a two (2) computers and two (2) cash drawers, not to exceed \$7,500 budgeted in line item #101.266.000.977.000.

The implementation of this system will greatly increase efficiency by providing better tracking of inventory, scheduled tee times and concession sales.

Please place this request on the next Ypsilanti Township Board agenda for consideration by the Board.

Sincerely, and how she have he

Ambrose Wilbanks Chair

nkw

Cc: Greens Commissioners File



Technology Solutions »

Tee Time Software

Golf POS

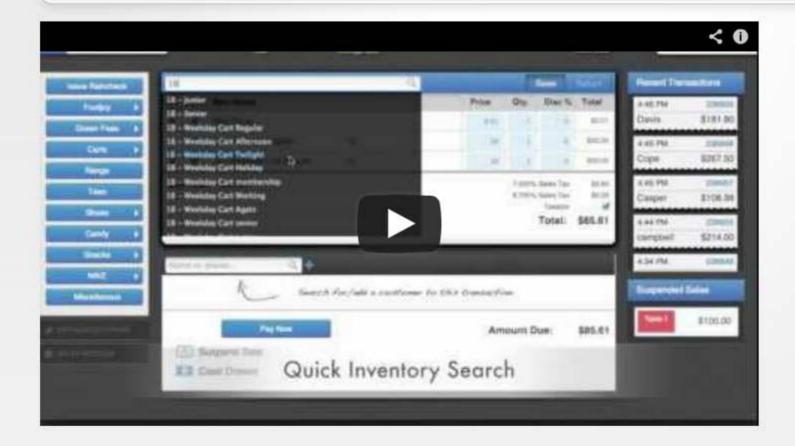
Marketing Solutions »

lutions » Mobile APP

P

Golf POS

Top Performing Golf POS and Inventory Management



- · Seamlessly Runs all Sales
- Quick and Reliable
- Complete Control of Inventory
- Security and Safety Measures
 Provided
- Critical Sales and Inventory Reports



ForeUP Golf POS is fully-integrated into the tee time software making pro shop sales seamless. All inventory being purchased is tracked and recorded in the system for inventory control purposes. The golf pos connects seamlessly to merchant processors, receipt printers, cash drawers, and barcode scanners, making it a fully-integrated system.

Features

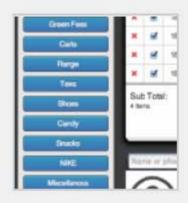
Benefits

Features

- Fully-Integrated into Tee Sheet and Inventory: All operations are run seamlessly through a complete integrated system
- Quick Buttons: Customizable quick buttons are offered to help process sales quickly
- Customer Account Ledger: Charge customer accounts, enter winnings (shop credit), and view details on customer accounts
- Discounts, Taxes, Change Due: Quickly apply discounts, taxes, and change due to customers
- Split bills, Refunds, Pricing Changes: Quickly split bills, give refunds, and implement price changes in a matter of seconds
- Customer Transaction History: Keep track of each customer's sales
- Gift Card System: Purchase and create gift cards for additional sales
- Track Cash in Register: All cash that goes into the register is accounted for
- Low Inventory Reminder: Be notified when inventory items are running low
- Complete Information of Pro Shop Merchandise
 Operations: Keep track of all inventory and sales through
 provided extensive inventory information
- · Barcodes: Print barcodes and facilitate daily sales

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Residential Services

Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees JEAN HALL CURRIE STAN ELDRIDGE MIKE MARTIN SCOTT MARTIN



7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-0073 Fax: (734) 544-3501 www.ytown.org

MEMORANDUM

- TO: Charter Township of Ypsilanti Board of Trustees
- FROM: Jeff Allen, Director- Residential Services
- DATE: March 4, 2013
- RE: Request to seek sealed bid for roof replacement at 14-B Court

I am requesting that we seek sealed bids in order to replace the roof over the 14-B Court building.

On October 25, 2012 we commissioned an infrared scan of the complete roofing system of both the Civic Center and 14-B Court. In that analysis, it was determined that there were some wet areas of insulation in some small specific places over the court building. It was also determined that, as a whole, about 90% of the insulation on that roof is in good shape. The problem with the roof is that the membrane is almost shot. As you may be aware, this roof system is almost 30 years old, with some sections repaired over the years, but it is important to replace it now in order to save what good insulation we have. In doing so, it will save thousands of dollars on the replacement of the roof system. The size of this section is 19,021 square feet to be replaced.

The infrared scan also showed some areas that would eventually need to be replaced over the Civic Center as well. The difference is, in this section, the rubber is good, but the insulation is wet. In the opinion of roofing specialists, it was determined that the Civic Center roof would be a 2nd priority behind replacing the Court roof. It is my plan to come to you in the future with a request to seek bids on this section of roof.

This is a capital item expense, that, should you authorize this seeking of sealed bids, we will do a budget amendment and move funds from fund balance at a future meeting to cover this expense. We expect the cost of this replacement to be somewhere between \$266,294 and \$304,336.

Once we receive authorization to seek bids, we will draw up specifications, advertise, hold a mandatory pre-bid meeting, then open and evaluate the bids. We will then bring back a recommendation to the Board at a later meeting in the spring for summer 2013 work.

Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees JEAN HALL CURRIE STAN ELDRIDGE

> MIKE MARTIN SCOTT MARTIN



7200 S. Huron River Drive Ypsilanti, MI 48197 Phone: (734) 484-0073 Fax: (734) 544-3501 www.ytown.org

Residential Services

MEMORANDUM

- TO: Charter Township of Ypsilanti Board of Trustees
- FROM: Jeff Allen, Director-Residential Services
- DATE: March 4, 2013
- RE: Requesting approval of mower & trailer bids

As you may recall, at the February 25, 2013 Township Board Meeting, you authorized us to seek pricing on new mowers and a trailer.

We have obtained the State of Michigan purchasing pricing on a zero turn Hustler mower for both a 60" mower, and a 72" mower. We would like to purchase one of each size. We feel to have both sizes in case of mowing in tight areas would be beneficial.

The cost of each is as follows:

72" - \$11,843.52 60" - \$11,558.82

Both of these transmissions would come with 5 year, 3,000 hour warranty.

In addition, we have received pricing on a trailer for \$3,000 to be able to haul these mowers around.

We are seeking approval in the amount of \$26,402.34 for this equipment to be paid out of account #101.774.000.977.000.

Supervisor BRENDA L. STUMBO Clerk KAREN LOVEJOY ROE Treasurer LARRY J. DOE Trustees JEAN HALL CURRIE STAN ELDRIDGE MIKE MARTIN SCOTT MARTIN

Charter Township of Ypsilanti "Placing Residents First"

Office of Community Standards

Building Department 7200 S. Huron River Drive Ypsilanti, MI 48197 (734) 485-3943 ytown.org

MEMORANDUM

- To: Board of Trustees
- From: Ron Fulton, Building Director
- Date: March 4, 2013

Subject: Recommendation of Demolition Proposal for 554 E. Grand, 597 E. Grand, 1650 E. Forest, 1248 E. Clark, 2371 Wiard Ct. and 2375 Wiard Ct.

Sealed bids were read aloud on March 4, 2013 at 10:00 a.m. for the demolition of the structures located at the above addresses. Five contractors completed the mandatory walkthrough in order to bid at 10 AM on February 26. In attendance were:

- 1. Lyle Trucking and Excavating
- 2. Diversified Excavating
- 3. Citadel Excavating
- 4. John Kaas Construction
- 5. A&R Total Construction

Four contractors submitted bids. The proposals came in as follows:

Citadel	\$51,997
A&R Total Construction	\$52,038.96
Lyle Trucking & Exc.	\$68,255
Diversified, Inc.	\$71,654

Citadel Excavating are no strangers to us, as they have completed many demolitions on behalf of the Township. We have a good working relationship. They are reputable and timely. I therefore respectfully request the acceptance of the proposal from Citadel Excavating in the amount of \$51,997. This amount includes a 10% contingency. If all goes as anticipated, we should be able to demolish all six homes for a total of \$47,270.

Of the total cost, \$45,100 is budgeted in line item # 101-950.000-969.011 and the remaining amount of \$6,897 will be paid with bank settlement funds for the 1650 E Forest project currently held in escrow.