

### Charter Township of Ypsilanti

7200 S. HURON RIVER DRIVE YPSILANTI, MI 48197

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

### SPECIAL MEETING

#### THURSDAY, MAY 23, 2013 9:00 A.M.

Board Room, Civic Center, 7200 S. Huron River Drive, Ypsilanti Township

#### **AGENDA**

A special meeting of the Charter Township of Ypsilanti Board of Trustees has been called by Supervisor Brenda L. Stumbo for the following items:

- 1. BUDGET AMENDMENT #9
- 2. STATEMENTS AND CHECKS
- 3. APRIL 2013 TREASURER REPORT
- 4. REQUEST TO APPROVE SECOND AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION IN THE AMOUNT OF \$166,339.60, BUDGETED IN LINE ITEM 101.446.000.818.022 AND AUTHORIZATION TO SIGN AGREEMENT
- 5. REQUEST TO APPROVE THIRD AGREEMENT WITH WASHTENAW COUNTY ROAD COMMISSION IN THE AMOUNT OF \$1,370,400, PAID WITH ROAD BOND FUNDS AND AUTHORIZATION TO SIGN AGREEMENT
- 6. REQUEST TO APPROVE AGREEMENT TO ASSIGN THE LINCOLN CONSOLIDATED SCHOOL DISTRICT CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD OF JUNE 9, 2013 THROUGH AUGUST 24, 2013 IN THE AMOUNT OF \$31,687.50, BUDGETED IN LINE ITEM 266-301.000-831.008 AND AUTHORIZATION TO SIGN AGREEMENT
- 7. REQUEST TO APPROVE AGREEMENT TO ASSIGN THE YPSILANTI COMMUNITY SCHOOL DISTRICT CONTRACTUAL DEPUTY TO YPSILANTI TOWNSHIP FOR THE TIME PERIOD OF JUNE 9, 2013 THROUGH AUGUST 24, 2013 IN THE AMOUNT OF \$31,687.50, BUDGETED IN LINE ITEM 266-301.000.831.008 AND AUTHORIZATION TO SIGN AGREEMENT
- 8. REQUEST TO AUTHORIZE PROFESSIONAL SERVICES CONTRACT FOR ASBESTOS SURVEY OF LIBERTY SQUARE TO COMPLY WITH MDEQ, NESHAP AND MIOSHA REQUIREMENTS NOT TO EXCEED \$30,000, BUDGETED IN LINE ITEM #101.950.000.969.011
- REQUEST TO AUTHORIZE LEGAL COUNSEL TO INVESTIGATE AND RECOMMEND TO TOWNSHIP BOARD WHAT LEGAL OPTIONS ARE AVAILABLE TO SEEK REIMBURSEMENT OF ALL FUNDS PREVIOUSLY EXPENDED FOR THE ASBESTOS SURVEY PERFORMED AT LIBERTY SQUARE BY TEG ENVIRONMENTAL SERVICES, INC.

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

#### May 23, 2013 Special Meeting

#### 101 - GENERAL OPERATIONS FUND \$196,340.00 **Total Increase**

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

Revenues: Prior Year Fund Balance 101-000-000-699.000

Net Revenues \$166,340.00

Highway & St-Road Construction Expenditures: 101-446-000-818.022

> Net Expenditures \$166,340.00

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

Revenues:

Prior Year Fund Balance 101-000-000-699.000 \$30,000.00

Net Revenues \$30,000.00

Expenditures: Contribution - Land Bank 101-950-000-969.011 \$30,000.00

> \$30,000.00 Net Expenditures

Motion to Amend the 2013 Budget (#9):

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

05/20/2013 02:31 PM CHECK REGISTER FOR CHARTER TOWNSHIP OF YPSILANTI User: mharris

DB: Ypsilanti-Twp

CHECK NUMBERS 161450 - 161480

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank AP AP	>	N N		4	14
05/08/2013	AP	161450	2600	STATE OF MICHIGAN	1,875.00
05/09/2013	AP	161451	6557	DEB'S CATERING	292.50
05/09/2013	AP	161452	6433	DR TRAILER SALES	4,998.00
5/10/2013	AP	161453	6821	AT & T	52.96
5/10/2013	AP	. 161454	6821	AT & T	58.95
5/10/2013	AP	161455	6821	AT & T	23.08
5/10/2013	AP	161456	6821	AT & T	48.17
5/10/2013	AP	161457	6821	AT & T	224.72
5/10/2013	AP	161458	0363	COMCAST CABLE	37.15
5/10/2013	AP	161459	0363	COMCAST CABLE	241.60
5/10/2013	AP	161460	0363	COMCAST CABLE	81.90
5/10/2013	AP	161461	0363	COMCAST CABLE	211.90
5/10/2013	AP	161462	0363	COMCAST CABLE	81.90
5/10/2013	AP	161463	0363	COMCAST CABLE	211.95
5/10/2013	AP	161464	0426	GUARDIAN ALARM	453.93
5/10/2013	AP	161465	1475	VERIZON WIRELESS	70.52
5/10/2013	AP	161466	1475	VERIZON WIRELESS	1,317.69
5/10/2013	AP	161467	1475	VERIZON WIRELESS	41.98
5/10/2013	AP	161468	15934	WASTE MANAGEMENT	86.84
5/10/2013	AP	161469	15934	WASTE MANAGEMENT	211.01
5/10/2013	AP	161470	15934	WASTE MANAGEMENT	760.90
5/10/2013	AP	161471	15934	WASTE MANAGEMENT	3,482.90
5/10/2013	AP	161472	6039	WASTE MANAGEMENT*	26,432.52
5/10/2013	AP	161473	6039	WASTE MANAGEMENT*	23,925.39
5/10/2013	AP	161474	0480	YPSILANTI COMMUNITY	712.38
5/10/2013	AP	161475	0480	YPSILANTI COMMUNITY	197.81
5/10/2013	AP	161476	0480	YPSILANTI COMMUNITY	87.66
5/10/2013	AP	161477	6417	YPSILANTI TWP PETTY CASH	700.00
5/10/2013	AP	161478	6417	YPSILANTI TWP PETTY CASH	500.00
5/15/2013	AP	161479	0444	WASHTENAW COUNTY TREASURER#	9,775.00
5/16/2013	AP	161480	B. PIERCE	BENJAMIN PIERCE	100.00
AP TOTALS:					
otal of 31					77,296.31
ess 0 Void	Checks:				0.00
otal of 31	Disbursem	ents:			77,296.31

Accounts Parable Checks HAND Checks

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268,083.13

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User: mharris

161558

AP

05/20/2013

15766

CHECK NUMBERS 161481 - 161599

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378.70

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DB: Ypsilanti-Twp Check Date Amount Vendor Vendor Name Bank Check Bank AP AP 05/20/2013 0657 14-B DISTRICT COURT 390.00 AP 161481 05/20/2013 0657 14-B DISTRICT COURT 410.00 161482 AP 556.64 05/20/2013 ACCUSHRED LLC 11339 AP 161483 66.34 05/20/2013 AP 161484 8412 ACO HARDWARE 05/20/2013 AP 161485 15493 ADAM KURTINAITIS 900.00 ALAN MCCOMB 80.00 05/20/2013 161486 A. MCCOMB AP ANN ARBOR CLEANING SUPPLY 349.74 05/20/2013 AP 161487 0017 05/20/2013 AP 161488 16155 ASHLEY LORE 33.00 ASSOCIATED FENCE 2,550.00 05/20/2013 161489 0034 AP 100.00 ATLANTIC WELDING SUPPLY 05/20/2013 AP 161490 0039 05/20/2013 AP 161491 0215 AUTO VALUE YPSILANTI 389.61 BARR ENGINEERING COMPANY 2,685.50 05/20/2013 AP 161492 6397 05/20/2013 0354 BSN SPORTS 1,043.10 AP 161493 1,308.34 CALL CTR CALL CENTER/SHARED SERVICES LLC 05/20/2013 AP 161494 05/20/2013 161495 15847 CHRISTOPHER BLINSTRUB 66.00 AP C. KACZKOW 80.00 05/20/2013 CHRISTOPHER KACZKOWSKI AP 161496 CLEMENT WHITAKER 27.00 05/20/2013 AP 161497 C. WHITAKE 106.60 05/20/2013 AP 161498 15452 COLD CUT KRUISE CONGDON'S 343.33 05/20/2013 AP 161499 0582 05/20/2013 16157 COOPER WEST 54.00 AP 161500 COREY MELCHER 16.00 05/20/2013 AP 161501 C. MELCHER CRAWFORD DOOR SALES 140.00 05/20/2013 AP 161502 0105 161503 D. DEBORD DANA DEBORD 80.00 05/20/2013 AP 26.00 DAVID FREY 05/20/2013 AP 161504 12943 176.00 05/20/2013 AP 161505 ENRICO ENRICO GROUP 18.00 05/20/2013 161506 E. GRAY EZEKIEL GRAY AP 05/20/2013 161507 0245 FAST SIGNS 658.50 AP FIRESTONE COMPLETE AUTO CARE 152.73 05/20/2013 161508 FIRESTONE AP 75.26 05/20/2013 AP 161509 0470 FOOTJOY 3,240.00 05/20/2013 161510 FOREUP FOREUP AP FORMS TRAC, ENTERPRISES 804.04 05/20/2013 AP 161511 0135 05/20/2013 15962 GLORIA MAYER 30.00 AP 161512 1,500.00 05/20/2013 AP 161513 GOOGLE INC GOOGLE INC. 05/20/2013 GORDON FOOD SERVICE INC. 147.79 AP 161514 1233 2,850.00 05/20/2013 161515 6161 GOVERNMENTAL CONSULTANT AP 214.74 05/20/2013 AP 161516 0107 GRAINGER 161517 HEPPNER LANDSCAPE SERVICES 1,150.00 05/20/2013 15884 AP 1,236.00 HEPPNER LANDSCAPE SERVICES 05/20/2013 AP 161518 15884 HEPPNER LANDSCAPE SERVICES 872.00 05/20/2013 AP 161519 15884 HERITAGE NEWSPAPERS 140.80 05/20/2013 161520 6547 AP 1,080.02 0503 HOME DEPOT 05/20/2013 AP 161521 1,691.00 05/20/2013 AP 161522 0174 HONEYWELL 05/20/2013 161523 H. WILKERS HOPE WILKERSON 16.00 AP 5,751.17 HURON VALLEY AMBULANCE 05/20/2013 2898 AP 161524 ISABELL COMMUNICATIONS INC. 16.87 ISABELL CO 05/20/2013 AP 161525 7,236.39 05/20/2013 AP 161526 J&J DIGIT J&J DIGITAL SOLUTIONS 161527 JAMES ROSEMAN 15.00 16156 05/20/2013 AP JAYLEN ROBINSON 34.00 J. ROBINSO 05/20/2013 AP 161528 80.00 05/20/2013 AP 161529 0059 JESSE FOLEY 63.00 15972 JESSE HILDEBRANDT 05/20/2013 AP 161530 JOEL VARNER 16.00 VARNER 05/20/2013 AP 161531 726.45 05/20/2013 AP 161532 4467 JOHN DEERE LANDSCAPES JULIA MAYER 53.00 05/20/2013 AP 161533 15860 79.83 KONICA MINOLTA - ALBIN 05/20/2013 0391 AP 161534 84.90 LINCOLN SCHOOL DISTRICT 05/20/2013 AP 161535 7038 329.00 05/20/2013 AP 161536 16321 LINDA JEROME 4,086.88 161537 11330 LSL PLANNING INC 05/20/2013 AP LUCAS HENDREN 18.00 05/20/2013 AP 161538 12941 1,707.75 MANPOWER 05/20/2013 161539 MANPOWER AP MARC KOZLOFF 60.00 05/20/2013 AP 161540 M. KOZLOFF 1,500.00 MARK HAMILTON 05/20/2013 AP 161541 0158 216.00 05/20/2013 AP 161542 6476 MASA 95,893.21 MCLAIN AND WINTERS 05/20/2013 AP 161543 0253 MEGAN SYER 18.00 05/20/2013 161544 M. SYER AP 05/20/2013 161545 SEMEYN. MICHAEL SEMEYN 16.00 AP 2,963.60 MICHIGAN ABILITY PARTNERS 05/20/2013 161546 16165 AP MICHIGAN ELVISFEST 300.00 05/20/2013 AP 161547 5637 1,282.37 05/20/2013 AP 161548 16461 MICHIGAN LINEN SERVICE, INC. MICHIGAN TOURNAMENT FLEET, INC 18.60 05/20/2013 AP 161549 6517 161550 SEMEYN MITCHEL SEMEYN 16.00 05/20/2013 AP 798.00 MLIVE MEDIA GROUP 05/20/2013 AP 161551 16407 NICHOLAS BLASZCZYK 26.00 05/20/2013 16420 AP 161552 9.00 05/20/2013 AP 161553 16436 NORTH YORK 391.98 2997 OFFICE EXPRESS 05/20/2013 AP 161554 161555 0585 OVERHEAD DOOR COMPANY 563.87 05/20/2013 AP 52.00 PARKER D ALLEN 15971 05/20/2013 AP 161556 0913 PARKWAY SERVICES, INC. 336.00 05/20/2013 AP 161557

PARS ICE CREAM

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DB: Ypsilanti-Twp

CHECK NUMBERS 161481 - 161599

Check Date	Bank	Check	Vendor	Vendor Name	Amount
05/20/2013	AP	161559	PERRY & CO	PERRY & CO. LLC	3,140.40
05/20/2013	AP	161560	16008	PRIORITY ONE EMERGENCY	168.99
05/20/2013	AP	161561	6045	O.P.S PRINTING	121.02
5/20/2013	AP	161562	16395	RESIDEX TURFGRASS ***	1,828.75
5/20/2013	AP	161563	15386	RICOH USA, INC.	1,462.69
05/20/2013	AP	161564	6308	RKA PETROLEUM	5,933.96
05/20/2013	AP	161565	R. LEONE	ROCCO LEONE	16.00
05/20/2013	AP	161566	R. COOK	ROGER COOK	80.00
05/20/2013	AP	161567	0634	SAM'S CLUB DIRECT	489.24
05/20/2013	AP	161568	S. NEWMAN	SARAH NEWMAN	60.00
05/20/2013	AP	161569	0383	SHERWIN WILLIAMS COMPANY	230.84
05/20/2013	AP	161570	6288	SIGNS BY TOMORROW	30.15
05/20/2013	AP	161571	15751	SOUTHERN COMPUTER WAREHOUSE	4,911.20
05/20/2013	AP	161572	3002	SPARTAN CHASSIS, INC.	313.85
05/20/2013	AP	161573	1507	SPARTAN DISTRIBUTORS	1,106.14
5/20/2013	AP	161574	15370	SRIXON CLEVELAND GOLF	1,641.29
5/20/2013	AP	161575	6384	STAPLES* - ACCOUNT #1026071	548.55
5/20/2013		161576	LORE	STEVE LORE	66.00
	AP		0449		1,248.43
5/20/2013	AP	161577		SYSCO FOOD SERVICES OF DETROIT	297.00
5/20/2013	AP	161578	6974	TERRY CONDIT	
5/20/2013	AP	161579	6824	THD AT HOME SERVICES	108.00
5/20/2013	AP	161580	0468	TITLEIST	1,307.46
5/20/2013	AP	161581	15941	TODD BARBER	2,575.00
5/20/2013	AP	161582	6376	TRACTOR SUPPLY COMPANY	309.88
5/20/2013	AP	161583	15131	U.S. BANK, N.A.	112.50
5/20/2013	AP	161584	16384	UNIFIED TELECOM SOLUTIONS, LLC	1,020.59
5/20/2013	AP	161585	6427	UNIMEASURE	119.78
5/20/2013	AP	161586	7045	VAN BUREN SCHOOL DISTRICT	5.45
5/20/2013	AP	161587	0497	VAN BUREN STEEL & FABRICATING	326.95
5/20/2013	AP	161588	16302	W.J. O'NEIL COMPANY	394.00
5/20/2013	AP	161589	7035	WASHTENAW COMMUNITY COLLEGE#	143.89
5/20/2013	AP	161590	7005	WASHTENAW COUNTY TREASURER	638.08
5/20/2013	AP	161591	7005	WASHTENAW COUNTY TREASURER	2,142.50
5/20/2013	AP	161592	0444	WASHTENAW COUNTY TREASURER#	19.63
5/20/2013	AP	161593	7042	WASHTENAW INTERMEDIATE	154.31
5/20/2013	AP	161594	7044	WAYNE ISD	1.86
5/20/2013	AP	161595	7036	WILLOW RUN SCHOOL DISTRICT	267.00
5/20/2013	AP	161596	7054	YCUA	578.36
5/20/2013	AP	161597	0480	YPSILANTI COMMUNITY	3,338.60
5/20/2013	AP	161598	7034	YPSILANTI DISTRICT LIBRARY	327.06
05/20/2013	AP	161599	7039	YPSILANTI SCHOOL DISTRICT	209.77
AP TOTALS:				, <del>-</del>	
otal of 119	Checks:				190,786.82
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Less 0 Void Checks:

Total of 119 Disbursements:

0.00

190,786.82

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## OFFICE OF THE TREASURER LARRY J. DOE



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

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

#### 2013 YPSILANTI TOWNSHIP SECOND AGREEMENT

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

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

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

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

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

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

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

Estimated cost of contract brine: \$ 9,987.60

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

Work to include the placement of a 6" (C.I.P.) of 23a limestone (approximately 3300 tons) with associated dust control, ditching, tree removal and project restoration. Estimated project cost: \$ 84,200.00

#### 3. Section 3, Ypsilanti Township:

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

Estimated project cost:

### \$ 35,700.00

#### 4. Greene Farms Subdivision:

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

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

Estimated project cost:

\$ 35,700.00

#### 5. Whittaker Village Condominium:

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

Estimated project cost:

\$ 13,400.00

#### 6. Streamwood Subdivision & Amberly Grove Condominium:

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

Estimated project cost:

\$ 35,700.00

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

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

Estimated project cost: \$ 126,300.00 Estimated project cost to Ypsilanti Township: \$ 63,150.00

#### AGREEMENT SUMMARY

#### 2013 LOCAL ROAD PROGRAM

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

2013 Ypsilanti Township Second Agreement Page Three

Less 2013 Conventional Matching Funds:  Less 2013 Drainage Matching Funds:  5,924  ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP  UNDER THIS AGREEMENT DURING 2013:  \$\frac{166,339}{2}\$	7.60
UNDER THIS AGREEMENT DURING 2013: \$ 166,339	
FOR YPSILANTI TOWNSHIP:	<u>9.60</u>
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FOR WASHTENAW COUNTY ROAD COMMISSION:	
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### 2013 YPSILANTI TOWNSHIP THIRD AGREEMENT (Bond Program)

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

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

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

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

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

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

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

Estimated project cost:

\$ 162,800.00

Estimated project cost to Ypsilanti Township:

81,400.00

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

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

Estimated project cost:

\$ 37,900.00

#### 3. Sturtevant Manor Subdivision:

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

Estimated project cost:

\$ 115,000.00

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

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

Estimated project cost:

\$ 92,600.00

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

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

Estimated project cost:

\$ 120,400.00

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

Work to include pulverizing/milling the existing surface, placement of a 3" bituminous overlay, shoulders, structure adjustments, ADA sidewalk ramps and associated project restoration. Final cost to be determined by competitive bid. Estimated project cost: \$ 143,400.00

#### 7. Johnson Place Subdivision:

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

Estimated project cost:

\$ 73,200.00

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

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

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

Estimated project cost:

\$ 298,000.00

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

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

Estimated project cost:

\$ 17,200.00

#### 10. East Lawn Subdivision:

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

Estimated project cost: \$ 194,000.00

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

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

Estimated project cost:

\$ 55,900.00

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

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

Estimated project cost:

\$ 35,100.00

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

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

Estimated project cost:

\$ 106,300.00

#### AGREEMENT SUMMARY 2013 LOCAL ROAD PROGRAM Munger Road \$ 81,400.00 Parview Drive 37,900.00 Sturtevant Manor Subdivision 115,000.00 Collegewood Drive 92,600.00 Senate Avenue 120,400.00 Tyler Road 143,400.00 Johnson Place Subdivision 73,200.00 Lapham & Howe's Ypsi-Manor Subdivision 298,000.00 Oak Street 17,200.00 East Lawn Subdivision 194,000.00 Ridge Road 55,900.00 Dorset Avenue 35,100.00 Service Drive & Ecorse Road 106,300.00 \$ 1,370,400.00 Total Bond Program ESTIMATED AMOUNT TO BE PAID BY YPSILANTI TOWNSHIP BOND PROGRAM UNDER THIS AGREEMENT DURING 2013: \$ 1,370,400.00 FOR YPSILANTI TOWNSHIP: Witness Brenda L. Stumbo, Supervisor Witness Karen Lovejoy Roe, Clerk FOR WASHTENAW COUNTY ROAD COMMISSION: Witness Douglas E. Fuller, Chair Witness Roy D. Townsend, Managing Director

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

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

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

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

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

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

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

NOW THEREFORE, the parties agree as follows:

#### ARTICLE I - Assignment of Contractual Deputy

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

#### **ARTICLE II - TERM**

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

#### ARTICLE III -PAYMENT FOR REASSIGNED DEPUTY

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

#### ARTICLE IV CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

#### ARTICLE V EXTENT OF CONTRACT

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

YPSILANTI TOWNSHIP		WASHTENAW COUNTY		
By: Brenda Stumbo Supervisor	(DATE)	By: Verna McDaniel (D County Administrator	ATE)	
By: Karen Lovejoy Roe Clerk	(DATE)			
WASHTENAW COUNTY SHERI	FF"S OFFICE	LINCOLN CONSOLIDATED SCHO	OOLS	
By:		By:By		
APPROVED AS TO FORM:		ATTESTED TO:		
By:	 el	By:  Lawrence Kestenbaum (D County Clerk/Register	ATE)	

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

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

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

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

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

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

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

NOW THEREFORE, the parties agree as follows:

#### ARTICLE I – Assignment of Contractual Deputy

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

#### ARTICLE II - TERM

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

#### ARTICLE III – PAYMENT FOR REASSIGNED DEPUTY

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

#### ARTICLE IV- CHANGES IN SCOPE OR SCHEDULE OR SERVICES

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

#### ARTICLE V - EXTENT OF CONTRACT

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

YPSILANTI TOWNSHIP	WASHTENAW COUNTY		
By: Brenda Stumbo (DATE) Supervisor	By:		
By: Karen Lovejoy Roe (DATE) Clerk			
WASHTENAW COUNTY SHERIFF"S OFFICE	YPSILANTI COMMUNITY SCHOOLS		
By: Jerry Clayton Sheriff	By:(Date) Superintendent		
APPROVED AS TO FORM:	ATTESTED TO:		
By: Curtis N. Hedger Office of Corporation Counsel	By:(DATE)  Lawrence Kestenbaum (DATE)  County Clerk/Register		

#### CHARTER TOWNSHIP OF YPSILANTI

To: Board of Trustees

From: Mike Radzik

Office of Community Standards

Re: Request to authorize professional services contract with Cardno/ATC not to

exceed \$30,000 to perform an ACM Survey of Liberty Square to Comply with

MDEQ and MIOSHA Requirements

Date: May 22, 2013

Copy To: Javonna Neel, Accounting Director

Doug Winters, Attorney Ron Fulton, Building Director

The Charter Township of Ypsilanti has been awarded grant funding through the Michigan Land Bank Fast Track Authority Blight Elimination Program and a demolition contract has been awarded to facilitate the demolition of 151 townhouses at Liberty Square to comply with a circuit court order that declared the complex to be a public nuisance.

The feasibility of the demolition project is based, in part, on an asbestos survey that was completed on June 23, 2012 and asbestos abatement that was completed on September 5, 2012. The asbestos survey and the abatement of identified hazardous materials are required to be completed prior to the start of demolition activity.

The surveying and abatement of hazardous asbestos material is regulated by the Michigan Department of Environmental Quality's National Emission Standards for Hazardous Air Pollutants (NESHAP) program. The asbestos NESHAP protects the public and environment by minimizing the release of asbestos fibers during demolition activities. Advanced notification to MDEQ at least two weeks prior to commencing demolition is required to ensure all precautions are being taken to minimize asbestos emissions. MDEQ inspectors conduct site visits as part of their protocol.

In addition, there are accreditation requirements through the Michigan Occupational Safety and Health Administration (MIOSHA) Asbestos Program. The primary function of the program is to assure that the people working with asbestos are properly trained and the individuals performing asbestos removal comply with rules governing the work activity.

On Friday, May 3, 2013, information was received that caused an inquiry to be conducted into the adequacy of the ACM survey that was previously performed at Liberty Square. As the inquiry progressed, the Office of Community Standards contacted MDEQ officials who agreed to

assist township staff by conducting an on-site audit to confirm that the ACM survey was adequate and that demolition could commence as planned. As a result of an on-site audit on May 15, 2013, the MDEQ concluded that the ACM survey was inadequate to confirm the presence or absence of ACM before demolition.

In consultation with the MLB and its consultant overseeing the Blight Elimination Program, the Office of Community Standards has determined that the ACM survey must be repeated prior to demolition to ensure the protection of air quality, to protect the health and safety of residents near the demolition site, and to restore the feasibility of the project. To that end, OCS staff has worked cooperatively with the MLB consultant to obtain competitive quotes from four firms that have been pre-qualified by the MLB to perform this work throughout the state for the Blight Elimination Program.

The lowest most qualified quote was received from Cardno/ATC of Novi, Michigan in a base amount of \$11,300 with potential additional sampling/analysis costs that may be incurred. Cardno/ATC can begin surveys with three (3) business days of notice to proceed, expects to be on-site for seven (7) days and will submit a final report within seven (7) days of completing the fieldwork.

I respectfully request that the Board of Trustees approve a professional services contract with Cardno/ATC as outlined in an amount not to exceed \$30,000. Upon receipt of the ACM survey report, a recommendation will be made to abate any identified asbestos as indicated. The demolition contractor, Dore & Associates, has been informed of the need to conduct a second ACM survey and has indicated that it will not affect their ability to perform the demolition according to the established scope of services.

Thank you for your thoughtful consideration. Please contact me with questions or concerns.

#### CHARTER TOWNSHIP OF YPSILANTI

To: Board of Trustees

From: Mike Radzik

Office of Community Standards

Re: Request to authorize legal counsel to investigate and recommend what legal

options are available to seek reimbursement of all funds previously expended for asbestos survey and abatement services performed at Liberty Square by TEG

Environmental Services, Inc.

Date: May 22, 2013

Copy To: Doug Winters, Attorney

On April 23, 2012, the Township entered into a professional services contract with TEG Environmental Services, Inc in the amount of \$39,271 to perform a Phase I Environmental Site Assessment (ESA) and an Asbestos Containing Materials (ACM) Survey for 151 townhouse units contained in 17 buildings known as Liberty Square. TEG submitted a final report on June 23, 2012 representing that the scope of work had been completed.

On July 30, 2012, the Township entered into a professional services contract with TEG Environmental Services, Inc in the amount of \$4,820 to perform asbestos abatement services at eleven (11) units at Liberty Square as identified pursuant to the ACM survey. TEG submitted a post-abatement report on September 17, 2012 representing that the scope of work had been completed.

On May 15, 2013, the Michigan Department of Environmental Quality conducted an on-site audit at Liberty Square to determine whether the ACM survey was performed in accordance with Asbestos NESHAP requirements. On May 17, 2013, the Township was notified in writing by the MDEQ that the ACM survey was inadequate to confirm the presence or absence of asbestos prior to demolition.

On May 18, 2013, Office of Community Standards staff determined that the asbestos abatement scope of work had not been completed as reported in the post-abatement report.

As a result, the Township is compelled to conduct a second ACM Survey and abate any identified asbestos prior to proceeding with demolition activity in order to comply with MDEQ NESHAP regulations. I respectfully request authorization for legal counsel to investigate and recommend to the Township Board what legal options are available to seek reimbursement of all funds previously expended for the ACM survey and ACM abatement performed at Liberty Square by TEG Environmental Services, Inc.

Thank you for your thoughtful consideration. Please contact me with questions or concerns.